GERALD KERR ATTORNEY NAMED IN MORTGAGES 2101 One Charles Center Baltimore, Maryland 21201 Plaintiff vs. ERNEST BUTTNER and KADRIN BUTTNER, his wife, Route 1, Box 83A, Laurel Acres Pasadena, Maryland Defendants	: : : : : : : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 16,411

: : : : :

Mr. Clerk:

Please docket the suit in the above-entitled case and file the attached Mortgages as "Exhibits A, B, C, D, E, and F".

Gerald Kerr
Attorney named in Mortgages

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

FILED
1964 JUN 15 PM 3:41

This Mortgage, made this Twenty-Second day of January in the year one thousand nine hundred and Sixty-three, between

ERNEST BUTTNER and KADRIN BUTTNER, his wife,

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

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of TWELVE THOUSAND Dollars ($ 12,000.00), being the balance of the purchase money for the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Six per cent (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly installments (including principal and interest) of One Hundred Twenty Dollars ($120.00), plus a sum equivalent to one-twelfth of the annual charges for taxes, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on or before the tenth day of each and every month from the date hereof and continuing until the whole of said principal sum and interest is fully paid.

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, 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.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagor does grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, ~~known as No.~~

and described as follows, that is to say:

~~Beginning for the~~

BEING known and designated as Lot No. 9, as shown and designated on the Plat of Barrington, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5.

BEING a part of that tract of land which by Deed dated December 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1626, folio 171 was granted and conveyed by Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

2640

JAN 22 1965

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 $22.00

FILED

1964 JUN 15 PM 3:41

EXHIBIT "A"

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

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

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

Provided, that if the said Mortgagor, his, her, its 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, its or their part to be made and done, then this Mortgage shall be void.

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, its successors and assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

4. To pay all taxes, ground rent, if any, insurance premiums, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when due and payable, the Mortgagee being hereby authorized to pay the same from that part of the monthly payment set apart for the payment of the same. In the event this special fund at any time be insufficient to pay said charges, the Mortgagor agrees to pay said deficiency. The Mortgagee shall have the right to commingle such funds with its own funds and advance a like amount for the purposes intended.

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, 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 installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. This loan may be prepaid, in whole or in part, but when the aggregate amount of such prepayments in any one mortgage year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest may be charged on the amount prepaid in excess of said twenty per cent, as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per cent (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. To warrant specially the property herein mortgaged, and 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 Fifty Dollars for his services in and about the collection of the said Mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree 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 Gerald Kerr, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land 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 One Hundred 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. One-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, including corporate entities.

Witness the hand(s) and seal(s) of the said Mortgagor(s), and/or

Witness the corporate seal of the said Mortgagor, and the signature of its President.

Witness:

Richard N. Kerr

Ernest Buttner (Seal)

Kadrin Buttner (Seal)

(Seal)

(Seal)

4

5

BOOK 158 PAGE 5

BOOK 1628 PAGE 345

STATE OF MARYLAND, ~~CITY~~ Co. OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 22nd day of January, in the year one thousand nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, personally appeared Ernest Buttner and Kadrin Buttner, his wife,

the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared GERALD KERR and made oath in due form of law that he is the agent of the said

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

980

Richard N. Kerr
Richard N. Kerr Notary Public

RICHARD N. KERR NOTARY PUBLIC BALTIMORE COUNTY, MD.

Mr. Clerk:

Do not index in Chattel Records.

Richard N. Kerr
Richard N. Kerr Attorney

Rec'd for record Jan 22 1963 at 12:02 P.M.
Mailed to Gerald Kerr

MORTGAGE

FROM

ERNEST BUTTNER and

KADRIN BUTTNER, his wife

TO

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

Block No. 19

Received for Record 19

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

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

one of the Land Records of .....

and examined per

980 ..... Clerk.

GERALD KERR
Attorney at Law
Central Savings Bank Building
Baltimore 2, Maryland

2640

Prepared by: o'f
Examined by:
File No: 5268

This Mortgage, made this sixteenth day of October in the year one thousand nine hundred and sixty-three, between

ERNEST BUTTNER and KADRIN BUTTNER, his wife,

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

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of THIRTEEN THOUSAND FIVE HUNDRED Dollars ($ 13,500.00), being the balance of the purchase money for the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Six per cent (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly installments (including principal and interest) of One Hundred Thirty-five Dollars ($ 135.00), plus a sum equivalent to one-twelfth of the annual charges for taxes, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on or before the tenth day of each and every month from the date hereof and continuing until the whole of said principal sum and interest is fully paid.

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, 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.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagor does grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, ~~known as No.~~

and described as follows, that is to say:

~~Beginning for the~~

BEING known and designated as Lot No. 17 as shown on the Plat of Barrington, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5.

BEING a part of that tract of land which by Deed dated December 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1626, folio 171 was granted and conveyed by Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

29.70

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1964 JUN 15 PM 3:41

"EXHIBIT B"

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

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

TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors or assigns, during the residue of the term of years yet to come and unexpired thereon with the benefit of renewal forever, subject to the payment of the yearly rent of forever in fee simple.

Provided, that if the said Mortgagor, his, her, its 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, its or their part to be made and done, then this Mortgage shall be void.

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, its successors and assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim, hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

4. To pay all taxes, ground rent, if any, insurance premiums, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when due and payable, the Mortgagee being hereby authorized to pay the same from that part of the monthly payment set apart for the payment of the same. In the event this special fund at any time be insufficient to pay said charges, the Mortgagor agrees to pay said deficiency. The Mortgagee shall have the right to commingle such funds with its own funds and advance a like amount for the purposes intended.

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, 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 installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. This loan may be prepaid, in whole or in part, but when the aggregate amount of such prepayments in any one mortgage year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest may be charged on the amount prepaid in excess of said twenty per cent, as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per cent (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. To warrant specially the property herein mortgaged, and 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 Fifty Dollars for his services in and about the collection of the said Mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale hereinafter authorized.

*the Maryland Rules of Procedure

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 Gerald Kerr, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land 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 One Hundred 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. One-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, including corporate entities.

Witness the hand(s) and seal(s) of the said Mortgagor(s), and/or

Witness the corporate seal of the said Mortgagor, and the signature of its President.

Witness:

Richard N. Kerr
Richard N. Kerr

Ernest Buttner (Seal)
Ernest Buttner

Kadrin Buttner (Seal)
Kadrin Buttner

(Seal)

(Seal)

BOOK 158 PAGE 9

BOOK 1701 PAGE 202

STATE OF MARYLAND/COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this sixteenth day of October, in the year one thousand nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, personally appeared Ernest Buttner and Kadrin Buttner, his wife,

the Mortgagor S named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act./On the same day also appeared GERALD KERR and made oath in due form of law that he is the agent of the said

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

RICHARD N. KERR NOTARY PUBLIC (seal)

Richard N. Kerr
Richard N. Kerr - *Notary Public.*

Mr. Clerk:

Do not index in Chattel Records.

Rec'd for record Oct. 16, 1963 at 1:52 P.M.

Mailed to Gerald Kerr

Richard N. Kerr
Richard N. Kerr - Attorney

MORTGAGE

FROM

ERNEST BUTTNER and

KADRIN BUTTNER, his wife

TO

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

Block No. ....

Received for Record 19

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

in Liber .... *No.* .... *Folio* .... *&c.*

one of the Land Records of ....

and examined per

.........., *Clerk.*

GERALD KERR
Attorney at Law
Central Savings Bank Building
Baltimore 2, Maryland

Prepared by: o'f
Examined by:
File No.: 5268

BOOK 158 PAGE 10

BOOK 1718 PAGE 486

This Mortgage, made this thirteenth day of December in the year one thousand nine hundred and sixty-three, between

ERNEST BUTTNER and KADRIN BUTTNER, his wife,

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

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of TWELVE THOUSAND SIX HUNDRED Dollars ($ 12,600.00), ~~being the balance of the purchase money for the hereinafter described property,~~ the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Six per cent (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly installments (including principal and interest) of One Hundred Twenty-six Dollars ($ 126.00), plus a sum equivalent to one-twelfth of the annual charges for taxes, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on or before the tenth day of each and every month from the date hereof and continuing until the whole of said principal sum and interest is fully paid.

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, 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.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagor does grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, ~~known as No.~~

and described as follows, that is to say:

BEING known and designated as Lot No. 20 as shown and designated on the Plat of Barrington, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5.

BEING a part of that tract of land which by Deed dated December 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1626, folio 171 was granted and conveyed by Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

RECORDATION TAX ACT OF 1947 $22.00 — RECORDATION TAX ACT OF 1947 $5.50

19 1963

FILED

1964 JUN 15 PM 3:41

"EXHIBIT C"

10

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

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

TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors or assigns, forever in fee simple.

Provided, that if the said Mortgagor, his, her, its 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, its or their part to be made and done, then this Mortgage shall be void.

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, its successors and assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

4. To pay all taxes, ground rent, if any, insurance premiums, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when due and payable, the Mortgagee being hereby authorized to pay the same from that part of the monthly payment set apart for the payment of the same. In the event this special fund at any time be insufficient to pay said charges, the Mortgagor agrees to pay said deficiency. The Mortgagee shall have the right to commingle such funds with its own funds and advance a like amount for the purposes intended.

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, 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 installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. This loan may be prepaid, in whole or in part, but when the aggregate amount of such prepayments in any one mortgage year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest may be charged on the amount prepaid in excess of said twenty per cent, as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per cent (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. To warrant specially the property herein mortgaged, and 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 Fifty Dollars for his services in and about the collection of the said Mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale hereinafter authorized.

*the Maryland Rules of Procedure

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 Gerald Kerr, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land 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 One Hundred 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. One-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, including corporate entities.

Witness the hand(s) and seal(s) of the said Mortgagor(s), and/or

Witness the corporate seal of the said Mortgagor, and the signature of its President.

Witness:

Gladys Baum

Gladys Baum

Ernest Buttner (Seal)

Ernest Buttner

Kadrin Buttner (Seal)

Kadrin Buttner

(Seal)

(Seal)

13

BOOK 158 PAGE 13

STATE OF MARYLAND, CITY OF BALTIMORE, SS: BOOK 1718 PAGE 489

I HEREBY CERTIFY, that on this thirteenth day of December, in the year one thousand nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, personally appeared Ernest Buttner and Kadrin Buttner, his wife,

the MortgagorS named in the foregoing Mortgage and they aeknowledged the foregoing Mortgage to be their act. At the same time also appeared GERALD KERR and made oath in due form of law that he is the agent of the said

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the eonsideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

95⁰ Gladys Baum
Gladys Baum Notary Public.

Mr. Clerk:

Do not index in Chattel Records.

Rec'd for record Dec 19, 1963 at 12:27 P.M.

Mailed to Gerald Kerr

Gerald Kerr
Attorney

IK

2679

MORTGAGE

FROM

ERNEST BUTTNER and

KADRIN BUTTNER, his wife

TO

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

Block No. .....

Received for Record 19, 19 ..... at ..... o'clock ..... M. Same day recorded in Liber No. 1728 Folio ..... &c. one of the Land Records of 1988 and examined per ..... Clerk.

GERALD KERR
Attorney at Law
Central Savings Bank Building
Baltimore 2, Maryland

2750

Prepared by: o'f
Examined by: V
File No.: 5268

BOOK 158 PAGE 14

This Mortgage, made this twenty-ninth day of May BOOK 1661 PAGE 232

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

ERNEST BUTTNER and KADRIN BUTTNER, his wife,

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

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of THIRTEEN THOUSAND FIVE HUNDRED Dollars ($13,500.00), being the balance of the purchase money for the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Six per cent (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly installments (including principal and interest) of One Hundred Thirty-five Dollars ($135.00), plus a sum equivalent to one-twelfth of the annual charges for taxes, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on or before the tenth day of each and every month from the date hereof and continuing until the whole of said principal sum and interest is fully paid.

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, 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.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagor does grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County State of Maryland, ~~known as No.~~

and described as follows, that is to say:

~~XXXXXXXXXXXX~~

BEING known and designated as Lot No. 23 as shown on the Plat of Barrington, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5.

BEING a part of that tract of land which by Deed dated December 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1626, folio 171 was granted and conveyed by Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

FILED
1964 JUN 15 PM 3:41

"EXHIBIT D"

14

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

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

TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors or assigns. forever in fee simple.

Provided, that if the said Mortgagor, his, her, its 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, its or their part to be made and done, then this Mortgage shall be void.

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, its successors and assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

4. To pay all taxes, ground rent, if any, insurance premiums, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when due and payable, the Mortgagee being hereby authorized to pay the same from that part of the monthly payment set apart for the payment of the same. In the event this special fund at any time be insufficient to pay said charges, the Mortgagor agrees to pay said deficiency. The Mortgagee shall have the right to commingle such funds with its own funds and advance a like amount for the purposes intended.

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, 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 installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. This loan may be prepaid, in whole or in part, but when the aggregate amount of such prepayments in any one mortgage year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest may be charged on the amount prepaid in excess of said twenty per cent, as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per cent (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. To warrant specially the property herein mortgaged, and 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 Fifty Dollars for his services in and about the collection of the said Mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree 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 Gerald Kerr, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land 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 One Hundred 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. One-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, including corporate entities.

Witness the hand(s) and seal(s) of the said Mortgagor(s), and/or

Witness the corporate seal of the said Mortgagor, and the signature of its President.

Witness:

Richard N. Kerr

Richard N. Kerr

Ernest Buttner (Seal)

Ernest Buttner

Kadrin Buttner (Seal)

Kadrin Buttner

(Seal)

(Seal)

17

BOOK 158 PAGE 17 BOOK 1661 PAGE 235

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this twenty-ninth day of May, in the year one thousand nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, personally appeared Ernest Buttner and Kadrin Buttner, his wife,

the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared GERALD KERR and made oath in due form of law that he is the agent of the said

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

RICHARD N. KERR NOTARY PUBLIC BALTIMORE COUNTY

Richard N. Kerr
Richard N. Kerr Notary Public.

Mr. Clerk:

Do not index in Chattel Records.

Rec'd for record June 3, 1963 at 12:47 P.M.
Mailed to Gerald Kerr

Richard N. Kerr
Richard N. Kerr Attorney

(3) H

MORTGAGE

FROM

ERNEST BUTTNER and

KADRIN BUTTNER, his wife

TO

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

Block No. .....

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

....., Clerk.

GERALD KERR
Attorney at Law
Central Savings Bank Building
Baltimore 2, Maryland

Prepared by:o'f
Examined by:
File No.: 5268

BOOK 1684 PAGE 463 BOOK 158 PAGE 18

This Mortgage, made this twenty-first day of August in the year one thousand nine hundred and sixty-three, between

ERNEST BUTTNER and KADRIN BUTTNER, his wife,

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

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of FIFTEEN THOUSAND Dollars ($15,000.00), being the balance of the purchase money for the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for said advance, the said Mortgagor does hereby covenant to repay the same, with interest at the rate of Six per cent (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly installments (including principal and interest) of One Hundred Fifty Dollars ($ 150.00), plus a sum equivalent to one-twelfth of the annual charges for taxes, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on or before the tenth day of each and every month from the date hereof and continuing until the whole of said principal sum and interest is fully paid.

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, 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.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagor does grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, ~~known as No.~~

and described as follows, that is to say:

~~RECORDING FOR FEE~~

BEING known and designated as Lot No. 25 as shown on the Plat of Barrington, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5.

BEING a part of that tract of land which by Deed dated December 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1626, folio 171 was granted and conveyed by Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

AUG 21 1963

RECORDATION TAX ACT OF 1947 $22.00 — RECORDATION TAX ACT OF 1947 $11.00

33.00

FILED

1964 JUN 15 PM 3:41

"EXHIBIT E"

18

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

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

TO HAVE AND TO HOLD said lot of ground and premises unto said Mortgagee, its successors or assigns, forever in fee simple.

Provided, that if the said Mortgagor, his, her, its 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, its or their part to be made and done, then this Mortgage shall be void.

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, its successors and assigns, in such company or companies acceptable to, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

4. To pay all taxes, ground rent, if any, insurance premiums, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when due and payable, the Mortgagee being hereby authorized to pay the same from that part of the monthly payment set apart for the payment of the same. In the event this special fund at any time be insufficient to pay said charges, the Mortgagor agrees to pay said deficiency. The Mortgagee shall have the right to commingle such funds with its own funds and advance a like amount for the purposes intended.

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, 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 installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days.

8. This loan may be prepaid, in whole or in part, but when the aggregate amount of such prepayments in any one mortgage year equals or exceeds twenty per cent of the original principal amount of the loan, six months' advance interest may be charged on the amount prepaid in excess of said twenty per cent, as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per cent (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. To warrant specially the property herein mortgaged, and 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 Fifty Dollars for his services in and about the collection of the said Mortgage debt or any arrearage thereon, even though the debt hereby secured or said arrearage, is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale hereinafter authorized.

*the Maryland Rules of Procedure

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 Gerald Kerr, its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the county or city in which the land 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 One Hundred 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. One-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, including corporate entities.

Witness the hand(s) and seal(s) of the said Mortgagor(s), and/or

Witness the corporate seal of the said Mortgagor, and the signature of its President.

Witness:

Richard N. Kerr

Richard N. Kerr

Ernest Buttner (Seal)

Ernest Buttner

Kadrin Buttner (Seal)

Kadrin Buttner

(Seal)

(Seal)

20

21

BOOK 158 PAGE 21

STATE OF MARYLAND, ~~XXXX~~ COUNTY OF BALTIMORE, SS: BOOK 1684 PAGE 466

I HEREBY CERTIFY, that on this twenty-first day of August, in the year one thousand nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, personally appeared Ernest Buttner and Kadrin Buttner, his wife,

the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. On the same day ~~At the same time~~ also appeared GERALD KERR and made oath in due form of law that he is the agent of the said

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

RICHARD N. KERR NOTARY PUBLIC BALTIMORE COUNTY, MD.

7.50

Richard N. Kerr
Richard N. Kerr - Notary Public.

Mr. Clerk:

Do not index in Chattel Records.

Richard N. Kerr
Richard N. Kerr - Attorney

Rec'd for record Aug 21 1963 at 2:36 P M.
Mailed to Gerald Kerr

MORTGAGE

FROM

ERNEST BUTTNER and

KADRIN BUTTNER, his wife

TO

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

Block No. 463

Received for Record ..... 19..

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

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

one of the Land Records of .....

and examined per

..... Clerk.

GERALD KERR
Attorney at Law
Central Savings Bank Building
Baltimore 2, Maryland

Prepared by: o'f
Examined by:
File No.: 5268

MORTGAGE FEE—CITY OR COUNTY—Form 16.

10960

BOOK 1653 PAGE 189 BOOK 158 PAGE 22

THIS MORTGAGE, Made this sixth day of May

in the year nineteen hundred and sixty-three by and between

ERNEST BUTTNER and KADRIN BUTTNER, his wife,

Mortgagors of the County of Anne Arundel, in the State of Maryland, of the first part, and CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE, a body corporate duly incorporated under the Laws of the United States of America, Mortgagee, of the second part:

Whereas, the said Mortgagors are justly indebted unto the said Mortgagee in the full amount of Thirteen Thousand Five Hundred Dollars ($13,500.00) said sum to be applied to the development of the lots of ground hereinafter described, which said sum the said Mortgagors have covenanted to repay unto the said Mortgagee at the expiration of three years from the date hereof with interest payable in the meantime at the rate of six per cent (6%) per annum, payable in equal half-yearly installments, and calculated on the unpaid interest, and

WHEREAS, it was a condition precedent to the granting of said advance that these presents be executed.

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

do grant and convey unto the said Mortgagee, its successors ~~heirs~~ and assigns, in fee simple, all those lots or parcels of ground situate and lying in the County of Anne Arundel aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING known and designated as Lots Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25 as shown on the Plat of Barrington which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 5, together with the bed of Eliot Road from the east side of Fenton Lane to the end thereof and the bed of Camion Road from Eliot Road to the extension of the dividing line between Lots Nos. 24 and 35, as shown on the aforesaid Plat.

BEING a part of that tract of land which by Deed dated December 27, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1626, folio 171 was granted and conveyed by Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

BEING also the same tract of land described in a Waiver of Priority of Lien of Mortgage dated May 1, 1963 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Avery W. Darrow, et al. unto Ernest Buttner, one of the Mortgagors herein.

MAY 2 1963

RECORDATION TAX ACT OF 1947 $22.00 RECORDATION TAX ACT OF 1947 $5.50 $5.50 RECORDATION TAX ACT OF 1947 $2.20 $2.20

FILED 1964 JUN 15 PM 3:41

"EXHIBIT F"

It is understood and agreed between the parties hereto that in the event development of the within described lots of ground is not commenced within ninety days from the date hereof, then and in that event, the entire mortgage indebtedness shall become immediately due and payable.

It is further understood and agreed between the parties hereto that the said Mortgagors, provided said mortgage is not in default and said development of all of said lots is fully completed, may obtain partial releases of said lots upon payment to said Mortgagee of the sum of Eight Hundred Fifty Dollars ($850.00) each for Lots Nos. 10, 11, 12, 13, 14, 15, 16, 22, 23, 24, and 25, and the sum of Eight Hundred Thirty Dollars ($830.00) for Lots Nos. 17, 18, 19, 20, and 21.

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

To Have and To Hold the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirteen Thousand Five Hundred dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

of the said Mortgagee, its successors ~~personal representatives~~, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors ~~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 s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

~~And the said parties of the first part further covenant to insure and keep insured the improvements on the hereby mortgaged property to the amount of at least dollars and to cause the policy to be effected thereon to be so framed and executed as in case of fire to inure to the benefit of the said Mortgagee, executors, administrators or assigns, to the extent of their claim hereunder.~~

Witness the hands and seals of the said Mortgagors.

TEST:

Richard N. Kerr

Richard N. Kerr

Ernest Buttner [SEAL]
Ernest Buttner

Kadrin Buttner [SEAL]
Kadrin Buttner

[SEAL]

State of Maryland, County of Baltimore, ss: BOOK 1653 PAGE 192

I Hereby Certify, that on this sixth day of May in the year one thousand nine hundred and sixty-three before me, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Ernest Buttner and Kadrin Buttner, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. ~~At the same time also appeared Edward W. Dukehart President of Chesapeake Federal Savings and Loan Association of Baltimore and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.~~

AS WITNESS my hand and Notarial Seal.

Richard N. Kerr

Richard N. Kerr - Notary Public

25

BOOK 158 PAGE 25

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT: BOOK 1653 PAGE 193

I HEREBY CERTIFY, that on this sixth day of May, in the year one thousand nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, personally appeared GERALD KERR and made oath in due form of law that he is the agent of the said CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and notarial seal.

9.50

Richard N. Kerr

Richard N. Kerr - Notary Public

Rec'd for record May 6 1963 at 2:39 P.M.

Mailed to Gerald Kerr

25

MORTGAGE

FROM

ERNEST BUTTNER and

KADRIN BUTTNER, his wife

TO

CHESAPEAKE FEDERAL SAVINGS AND

LOAN ASSOCIATION OF BALTIMORE

BLOCK NO. 185

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, $.....

GERALD KERR
ATTORNEY-AT-LAW
CENTRAL SAVINGS BANK BUILDING
BALTIMORE 2, MD.

THE DAILY RECORD CO., BALTIMORE, MD.

29.70 9.50 R

Prepared by: o'f
Examined by:
File No.: 5268

M-7/59

BOOK 158 PAGE 26

GERALD KERR
Attorney named in mortgages

Plaintiff

VS.

Ernest Buttner and

Kadrin Buttner, his wife

Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY
~~BALTIMORE COUNTY~~

DOCKET NO. ....., FOLIO .....

CASE NO. .....

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY/~~COUNTY~~, To Wit:

I HEREBY CERTIFY, that on this 11th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore ~~County~~(City), personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake 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 members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Gladys Baum
Gladys Baum Notary Public

Ludger P. Loessel
Ludger P. Loessel - Affiant

FILED
1964 JUN 15 PM 3:41

E-118—1 M—4-63

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 27
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

"EXHIBIT A"

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

under the mortgage from Ernest Buttner and Kadrin Buttner, his wife,

to Chesapeake Federal Savings and Loan Association of Baltimore

dated the 22nd day of January, 19 63, and recorded among the Land Records of Baltimore County in Liber L.N.P. No. 1628 Folio 342

Amount of Loan	$12,000.00
Expense Account:	
Debit Balance	15.00
Add: Interest for period from October, 1963, to June 30, 1964, - 9 mos. @ $60.00	540.00
Total amount due	$12,555.00

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

I HEREBY CERTIFY, that on this 11th day of June in the year nineteen hundred and sixty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake Federal Savings and Loan Association of Baltimore,

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

Gladys Baum
Gladys Baum - Notary Public

FILED
1964 JUN 15 PM 3:42

27

E-118—1 M—4-63

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 28
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

"EXHIBIT B"

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

under the mortgage from Ernest Buttner and Kadrin Buttner, his wife,

to Chesapeake Federal Savings and Loan Association of Baltimore

dated the 16th day of October, 1963, and recorded among the Land Records of Baltimore County in Liber L.N.P. No. 1701 Folio 199

Amount of Loan	$13,500.00
Add: Interest for period from December, 1963, to June 30, 1964, - 7 mos. @ $67.50	472.50
Total Amount Due	$13,972.50

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

I HEREBY CERTIFY, that on this 11th day of June in the year nineteen hundred and sixty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake Federal Savings and Loan Association of Baltimore,

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

Gladys Baum Notary Public

FILED
1964 JUN 15 PM 3:42

28

E-118—1 M—4-63

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 29

IN THE

Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

"EXHIBIT C"

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

under the mortgage from Ernest Buttner and Kadrin Buttner, his wife,

to Chesapeake Federal Savings and Loan Association of Baltimore,

dated the 13th day of December, 19 63, and recorded among the Land Records of Baltimore County in Liber L.N.P. No. 1718 Folio 486

Amount of Loan	$12,600.00
Add: Interest for period from March, 1964, to June 30, 1964, - 4 mos. @ $63.00	252.00
Total amount due	$12,852.00

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

I HEREBY CERTIFY, that on this 11th day of June in the year nineteen hundred and sixty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake Federal Savings and Loan Association of Baltimore,

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

Gladys Baum
Gladys Baum - Notary Public

FILED

1964 JUN 15 PM 3:42

29

E-118—1 M—4-63

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 30

IN THE

ANNE ARUNDEL
Circuit Court for Baltimore County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

"EXHIBIT D"

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

under the mortgage from Ernest Buttner and Kadrin Buttner, his wife,

to Chesapeake Federal Savings and Loan Association of Baltimore,

dated the 29th day of May, 1963, and recorded among the Land Records of Baltimore County in Liber L.N.P. No. 1661 Folio 232

Amount of Loan	$13,500.00
Expense Account:	
Debit Balance	15.00
Add: Interest for period from November, 1963, to June 30, 1964, - 8 mos. @ $67.50	540.00
Total Amount Due	$14,055.00

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

I HEREBY CERTIFY, that on this 11th day of June in the year nineteen hundred and sixty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake Federal Savings and Loan Association of Baltimore,

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

Gladys Baum - Notary Public

FILED

1964 JUN 15 PM 3:42

30

E-118—1 M—4-63

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 31
IN THE
ANNE ARUNDEL
Circuit Court for Baltimore County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

"EXHIBIT E"

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

under the mortgage from Ernest Buttner and Kadrin Buttner, his wife,

to Chesapeake Federal Savings and Loan Association of Baltimore,

dated the 21st day of August, 1963, and recorded among the Land Records of Baltimore County in Liber L.N.P. No. 1684 Folio 463

Amount of Loan	$15,000.00
Add: Interest for period from November, 1963, to June 30, 1964, - 8 mos. @ $75.00	600.00
Total amount due	$15,600.00

STATE OF MARYLAND/CITY COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 11th day of June in the year nineteen hundred and sixty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County City of Baltimore, personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake Federal Savings and Loan Association of Baltimore,

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

Gladys Baum
Gladys Baum - Notary Public

FILED
1964 JUN 15 PM 3:42

31

E-118—1 M—4-63

GERALD KERR
ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 32
IN THE
ANNE ARUNDEL
Circuit Court for Baltimore County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

"EXHIBIT F"

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

under the mortgage from Ernest Buttner and Kadrin Buttner, his wife,

to Chesapeake Federal Savings and Loan Association of Baltimore,

dated the 6th day of May, 19 63, and recorded among the Land Records of Baltimore County in Liber L.N.P. No. 1653 Folio 189

Amount of Loan	$13,500.00
Paid on Principal	7,550.00
	5,950.00
Add: Interest to June 30, 1964	211.42
Total amount due	$ 6,161.42

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

I HEREBY CERTIFY, that on this 11th day of June in the year nineteen hundred and sixty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared LUDGER P. LOESSEL, Executive Secretary of Chesapeake Federal Savings and Loan Association of Baltimore,

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

Gladys Baum
Gladys Baum - Notary Public

FILED
1964 JUN 15 PM 3:42

32

Mortgagee and Attorney's Bond.

1-369

BOOK 158 PAGE 33

No. 16,411 Equity

BOOK 12 PAGE 464

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0023-1603-64

Know All Men by These Presents:

That we Gerald Kerr - 2101 One Charles Center - Baltimore, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTY-FIVE THOUSAND AND NO/100 ---------- ($65,000.00) ---------- 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 27th day of July in the year nineteen hundred and sixty-four

Whereas, the above bounden Gerald Kerr

by virtue of the power contained in a Mortgage from Ernest Buttner and Kadrin Buttner, his wife, to the Chesapeake Federal Savings and Loan Association bearing date the January 22 / October 16 / December 13 ~~xxxxx~~ May 29 / August 21 / May 6 nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1628, Folio 342, and

5 improved properties (Lots 9-17-20-23-25) and 7 vacant lots (Lots 11-12-13-14-15-16-24), Plat of Barrington

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 Gerald Kerr

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

Gladys Baum
~~xxxxx~~ Gladys Baum
Witness as to Surety:
J. McDuffie
J. McDuffie

Gerald Kerr (Seal)
Gerald Kerr
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols, Attorney-in-fact

FILED
1964 JUL 29 PM 1:08

Bond approved this 29 day of July 1964
Louis N. Phillips, Clerk

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 34

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 1964

We hereby certify, that the annexed

Trustee's Sale

No. 16,411 Eq

Ernest Buettner

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 JUL 31 PM 1:27

By H. Highmond

Gerald Ke Attorney
2101 One Ch...es Center
Baltimore 1., Md.

Attorney's Sale

OF

VALUABLE FEE-SIMPLE IMPROVED AND UNIMPROVED REAL ESTATE

NEW BRICK AND FRAME RANCHERS, COMPLETED AND SUBSTANTIALLY COMPLETED, AND DESIRABLE BUILDING SITES SITUATED IN THE DEVELOPMENT KNOWN AS BARRINGTON, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, THE PLAT BEING RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 32 FOLIO 5, COPIES OF WHICH MAY BE EXAMINED AT THE COURT HOUSE IN ANNAPOLIS, AT THE OFFICE OF THE ATTORNEY, AND OFFICE OF THE UNDERSIGNED AUCTIONEER.

By virtue of the power of sale contained in six mortgages from Ernest Buttner and Kadrin Buttner, his wife, to Chesapeake Federal Savings and Loan Association duly recorded among the Land Records of Anne Arundel County in the respective Libers and folios: L.N.P. No. 1628 folio 342, L.N.P. No. 1701 folio 199, L.N.P. No. 1718 folio 486, L.N.P. No. 1661 folio 232, L.N.P. No. 1684 folio 463, and L.N.P. No. 1653 folio 189 (defaults having occurred thereunder) the undersigned attorney named in mortgages will offer at public sale on the premises.

ON FRIDAY, JULY 31, 1964
AT 2 O'CLOCK P.M. (E.D.T.)

The first thereof is known as Lot No. 9 and is improved by a fully completed ranch bungalow containing six rooms and two baths with gas forced air heat.

The second thereof is known as Lot No. 17 and is improved by a ranch bungalow containing six rooms, two baths, and club basement with gas forced air heat. This dwelling is substantially complete wtth the exception of cement work, painting, and finished plumbing and heating.

The third thereof is known as Lot No. 20 and is improved by an antique brick ranch bungalow containing six rooms and two baths with gas forced air heat. This dwelling is substantially complete with the exception of certain grading, cement work, carpentry and finished plumbing and heating.

The fourth thereof is known as Lot No. 23 and is improved by a ranch bungalow containing six rooms and two baths with gas forced air heat. This dwelling is substantially completed.

The fifth thereof is known as Lot No. 25 and is improved by a ranch bungalow containing six rooms and two baths with gas forced air heat. This dwelling is substantially completed with the exception of certain grading, cement work, finished plumbing and carpentry work.

The remaining lots being unimproved are known as Lots Nos. 11, 12, 13, 14, 15, 16, and 24. These lots are located on Eliot Road which is an improved road and are serviced by water, gas and electricity.

The first property will be sold promptly at the time above mentioned and the remaining properties will be sold separately immediately thereafter in the order above set out. The unimproved lots will be sold immediately after the improved lots and will first be offered as an entirety and then separately and will be sold in such manner as will produce the highest price therefrom.

The attorney makes no warranty as to the completeness of the above improved properties as they may be thoroughly examined at the time of sale.

The property will be sold subject to conditions, restrictions agreements and easements of record affecting same.

TERMS OF SALE: A deposit of one thousand dollars on each of the improved lots and a deposit of three hundred dollars on each of the unimproved lots will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to day of settlement. Taxes, Sanitary charges, insurance and all other expenses to be adjusted as to day of sale. The cost o f revenue stamps to be paid by purchaser.

BARRINGTON is one of the most desirable developments in Anne Arundel County and may be reached by proceeding on Ritchie Highway to Mountain Road, then three and one-half miles down Mountain Road and one block past open air theater, then right on Brookfield Road to Eliot Road.

Gerald Kerr
Attorney named in the mortgage
A. J. BILLIG & CO. AUCTIONEERS
16 E. Fayette St., Balto., Md.

PL 2-8440

Jy-30

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 158 PAGE 36

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD., Aug. 3 1964

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY [signature]

Jennie F. Jacobs
Notary Public

FILED
1964 AUG -6 PM 1:24

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BOOK 158 PAGE 37

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
ERNEST BUTTNER AND KADRIN BUTTNER, his wife	:	DOCKET NO. 22 - FOLIO 75 CASE NO. 16411 IN EQUITY

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

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 31st day of July, 1964, sold the property described in the attached advertisement of sale, at and for the sum of $ 18,000.00, to B.W. Jackson & Kenneth E. Wood (J & W General Contracting), being at that figure, the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 31st day of July, 1964, ~~xxxx~~ purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of $18,000.00 Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

B.W. Jackson
Purchaser
Kenneth E. Wood
Purchaser

TEST: Jack F. Billig

FILED
1964 AUG -6 PM 1:24

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BOOK 158 PAGE 38

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 31st DAY OF July 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - - AFORESAID, personally appeared B. W. Jackson & Kenneth E. Wood, 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 7 unimproved feet simple Lots Nos. 11,12,13,14, 15, 16, and 24, on Eliot Rd., Barrington, A.A.Co., Md, mentioned in the said Report of Sale.

B. W. Jackson

Kenneth E. Wood
Purchaser

Jack F. Billig
Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTIMORE CO., MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1964 AUG -6 PM 1:24

37

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 158 PAGE 39

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD. Aug 3 1964

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY [signature]

Jennie F. Jacobs
Notary Public

FILED

1964 AUG -6 PM 1:24

BOOK 158 PAGE 40

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
ERNEST BUTTNER AND KADRIN BUTTNER, his Wife	:	DOCKET NO. 22 - FOLIO 75 CASE NO. 16411 in equity

: : : : : : :

AUCTIONEERS CERTIFICATE

I HEREBY CERTIFY that I have on this 31st day of July, 1964, sold the property described in the attached advertisement of sale, at and for the sum of $ 15,800.00

TO The J. F. Johnson Lumber Co

being at that figure, the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig
AUCTIONEER

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have on this 31st day of July, 1964, purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of

$ 15,800.00

and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The J. F. Johnson Lumber Co
By [illegible]
Purchaser

TEST: Jack F. Billig

FILED

1964 AUG -6 PM 1:24

39

BOOK 158 PAGE 41

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 31st DAY OF July 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - AFORESAID, personally appeared V. Larkin Picus, Sec - Treas. - The J. F. Johnson Lumber Co, 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 Impr. fee-simple property known as Lot # 25 on Plat of Barrington, A. A. Co., Md. mentioned in the said Report of Sale.

The J. F. Johnson Lumber Co
By V. Larkin Picus
Sec-Treas.
Purchaser

Jack F. Burns
Notary Public

JACK F. BURNS NOTARY PUBLIC BALTIMORE COUNTY, MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1964 AUG -6 PM 1:24

40

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 158 PAGE 42

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD. Aug 3 1964

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY MB

Jennie F. Jacobs
Notary Public

FILED
1964 AUG -6 PM 1:24

41

BOOK 158 PAGE 43

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
ERNEST BUTTNER AND KADRIN BUTTNER, his wife	:	DOCKET NO. 22 - FOLIO 75 CASE NO. 16411 IN EQUITY

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

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 31st day of July, 1964, sold the property described in the attached advertisement of sale, at and for the sum of $ 16,100.00, to The J. F. Johnson Lumber Co., being at that figure, the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 31st day of July, 1964, ~~sold~~ purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of $ 16,100.00 Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

[illegible]
Purchaser

TEST: Jack F. Billig

FILED
1964 AUG -6 PM 1:24

42

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 31st DAY OF July

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

in and for Baltimore County, State - - - - AFORESAID, personally appeared

N Lorkin Dicus, Sec-Treas The J. F. Johnson Lumber Co, 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 Impr. fee-simple property known as Lot #23 on Plat of Barrington, A. A. Co., Md. mentioned in the said Report

of Sale.

N. Lorkin Dicus, Sec-Treas The J. F. Johnson Lumber Co
By N. Lorkin Dicus
Purchaser

Jack F. Billig
Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTIMORE CO.

(Rule BR 6-2 Sale of Real Property
or Chattels Real and BR 6-C-3
Affidavit of Purchaser) Page 519 & 520

FILED
1964 AUG -6 PM 1:24

43

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 158 PAGE 45

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD., August 3 1964

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY [signature]

Jennie F. Jacobs
Notary Public

FILED
1964 AUG -6 PM 1:23

44

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
ERNEST BUTTNER AND KADRIN BUTTNER, his wife	:	DOCKET NO. 22 - FOLIO 75 CASE NO. 16411 IN EQUITY

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

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 31st day of July, 1964, sold the property described in the attached advertisement of sale, at and for the sum of $ 12,000.00, to Chesapeake Federal Savings and Loan Association, being at that figure, the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 31st day of July, 1964, ~~made~~ purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of Twelve Thousand ($12,000.00) - - - - - Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Chesapeake Federal Savings & Loan Association

By [illegible]
Vice President, Purchaser

TEST: [illegible]

FILED
1964 AUG -6 PM 1:23

45

BOOK 158 PAGE 47

STATE OF MARYLAND, Baltimore County, Sct.:

I HEREBY CERTIFY, That on this 31st DAY OF July 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore County, State~~ AFORESAID, personally appeared Ludger P. Loessel, V.P. Chesapeak Federal Savings & Loan Asso., 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 Impr. fee-simple property ~~known as Lot # 20~~ on Plat of Barrington, A. A. Co., Md. mentioned in the said Report of Sale.

Ludger P. Loessel
Purchaser

Gladys Baum
Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1964 AUG -6 PM 1:23

46

OFFICE PHONE, PLAZA 2-8440

BOOK 158 PAGE 48

A. J. BILLIG, PRESIDENT

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD. Aug. 3 1964

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY [signature]

Jennie F. Jacobs
Notary Public

FILED
1964 AUG -6 PM 1:23

97

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
ERNEST BUTTNER AND KADRIN BUTTNER, his Wife	:	DOCKET NO. 22 - FOLIO 75 CASE NO. 16411 in equity

: : : : : : :

AUCTIONEERS CERTIFICATE

I HEREBY CERTIFY that I have on this 31st day of July, 1964, sold the property described in the attached advertisement of sale, at and for the sum of $ 13,900.00

TO Stanley & Anna R R Chenbauer

being at that figure, the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig
AUCTIONEER

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have on this 31st day of July, 1964, purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of

$ 13,900.00

and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

TEST: Jack F. Billig

FILED

1964 AUG -6 PM 1:23

48

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 31st DAY OF July 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - AFORESAID, personally appeared ANNA KIRchenbauer for herself & Stanley KIRchenbauer, her husband, 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 Impr. fee-simple property known as Lot # 17 on Plat of Barrington, A. A. Co., Md. mentioned in the said Report of Sale.

Purchaser

Jack F. Billig
Notary Public

BALTIMORE CO., MD. JACK F. BILLIG NOTARY PUBLIC

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED
1964 AUG -6 PM 1:23

49

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

BOOK 158 PAGE 51

A. J. BILLIG & COMPANY

General Auctioneers

Stocks, Bonds,
Real Estate,
Household Effects,
Automobiles,
Appraisers, Etc.

16 EAST FAYETTE STREET

BALTIMORE 2, MD. Aug 3rd 1964

We, A. J. BILLIG & CO., duly licensed Auctioneers, do hereby certify to the effect that we have not paid and will not pay, directly or indirectly, anything for employing us to make said sale and that no payments have been made or will be made in connection with such sale, except those set forth in detail in said statement.

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY MB

NOTARY PUBLIC

Jennie F Jacobs
Notary Public

FILED

1964 AUG -6 PM 1:23

50

BOOK 158 PAGE 52

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 31st DAY OF July, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State AFORESAID, personally appeared KERMIT B. WETZEL, 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 Impr. fee-simple property known as Lot #9 on Plat of Barrington, A.A.Co., Md. mentioned in the said Report of Sale.

Kermit B. Wetzel
Purchaser

Jack F. Billig
Notary Public

JACK F. BILLIG NOTARY PUBLIC BALTIMORE, MD.

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-C-3 Affidavit of Purchaser) Page 519 & 520

FILED

1964 AUG -6 PM 1:23

51

CHESAPEAKE FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
VS	:	
ERNEST BUTTNER AND KADRIN BUTTNER, his wife	:	DOCKET NO. 22 - FOLIO 75 CASE NO. 16411 IN EQUITY

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

AUCTIONEERS CERTIFICATE

I hereby certify that I have on this 31st day of July, 1964, sold the property described in the attached advertisement of sale, at and for the sum of $ 17,300.00, to KERMIT B. WETZEL, being at that figure, the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack F. Billig
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have on this 31st day of July, 1964, ~~made~~ purchased the property described in the attached advertisement of sale from Gerald Kerr, Attorney named in Mortgage, at and for the sum of $17,300.00 Dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

[illegible]
Purchaser

TEST: Jack F. Billig

FILED
1964 AUG -6 PM 1:23

52

GERALD KERR ATTORNEY NAMED IN MORTGAGES 2101 One Charles Center Baltimore, Maryland 21201 Plaintiff vs. ERNEST BUTTNER and KADRIN BUTTNER, his wife, Route 1, Box 83A, Laurel Acres Pasadena, Maryland Defendants	: : : : : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Docket 22 folio 75 No. 16411

: : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Gerald Kerr, Attorney named in the Mortgages heretofore filed as "Exhibits A, B, C, D, E, and F" in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital, a daily newspaper published in Anne Arundel County at least once in each week for three successive weeks, the first such publication being not less than fifteen (15) days prior to sale and the last publication not more than one week prior to sale, and said attorney also gave notice of said sale as aforesaid by publication in The Daily Record, a daily newspaper published in the City of Baltimore, and also in the Sunday Sun, a weekly newspaper published in the City of Baltimore, and said attorney did, pursuant to said notice on Friday, July 31, 1964, at 2:00 o'clock, p.m., attend on the premises and then and there sold the fee simple properties described in said mortgages to the following purchasers for the sums herein mentioned, they being the highest bidders and they being the highest prices obatinable.

LOT NO. 9 - More fully described in "Exhibit A" sold to Kermit B. Wetzel for the sum of Seventeen Thousand Three Hundred Dollars ($17,300.00).

FILED

1964 AUG -6 PM 1:21

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

53

LOT NO. 17 - More fully described in "Exhibit B", sold to Stanley Kirchenbauer and Anna Kirchenbauer, his wife, for the sum of Thirteen Thousand Nine Hundred Dollars ($13,900.00).

LOT NO. 20 - More fully described in "Exhibit C", sold to Chesapeake Federal Savings and Loan Association of Baltimore for the sum of Twelve Thousand Dollars ($12,000.00).

LOT NO. 23 - More fully described in "Exhibit D", sold to The J. F. Johnson Lumber Co., for the sum of Sixteen Thousand One Hundred Dollars ($16,100.00).

LOT NO. 25 - More fully described in "Exhibit E", sold to The J. F. Johnson Lumber Co., for the sum of Fiften Thousand Eight Hundred Dollars ($15,800.00).

LOTS NOS. 11, 12, 13, 14, 15, 16, and 24 - More Fully described in "Exhibit F", being first offered as an entirety and then separately were sold as an entirety to B. W. Jackson and Kenneth E. Wood, copartners trading as J & W General Contracting, for the sum of Eighteen Thousand Dollars ($18,000.00), the higher price being obtained by selling as an entirety.

Gerald Kerr
Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this fifth 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 GERALD KERR, Attorney named in the Mortgages, 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.

Gladys Baum
Notary Public

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

54

ORDER NISI

GERALD KERR,
Attorney named in Mortgages

versus

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

BOOK 158 PAGE 56
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,411 Equity

Ordered, this 6th day of August, 1964, That the sales of the property in these proceedings mentioned made and reported by Gerald Kerr, Attorney named in the Mortgages

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of September next.

The report states that the amount of sales was $93,100.00.

Louis N. Phipps Clerk.

True Copy
Gerald Kerr, Atty.

TEST: Clerk.
For the Evening Capital(Aug.8th Edition)

(Final Order)

GERALD KERR,
ATTORNEY NAMED IN MORTGAGES

versus

ERNEST BUTTNER and
KADRIN BUTTNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th 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.

George Sachse
JUDGE.

FILED
1964 SEP 11 PM 4:25

55

Additional

Mortgagee and Attorney's Bond.

1-369

BOOK 158 PAGE 57

BOOK 12 PAGE 475

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL BOND NO: 0466-0023-1603-64

No. 16,411 Equity

Know All Men by These Presents:

That we Gerald Kerr - 2101 One Charles Center - Baltimore, Maryland as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-EIGHT THOUSAND AND NO/100 ------- ($28,000.00) ---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 4th day of August in the year nineteen hundred and sixty-four

Whereas, the above bounden Gerald Kerr

by virtue of the power contained in a Mortgage from Ernest Buttner and Kadrin Buttner, his wife, to the Chesapeake Federal Savings and Loan Association bearing date the January 22 October 16 ~~day of~~ May 29 August 21 December 13 May 6 nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1628, Folio 342, and

5 improved properties (Lots 9-17-20-23-25) and 7 vacant lots (Lots 11-12-13-14-15-16-24), Plat of Barrington

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 Gerald Kerr 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

Gladys Baum
~~Attest~~ Gladys Baum

Witness as to Surety:
J. McDuffie
J. McDuffie

Bond approved this 7 day of August, 1964
Louis N. Phipps Clerk

Gerald Kerr (Seal)
Gerald Kerr
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H. H. Nichols
H. H. Nichols, Attorney-in-fact

FILED
1964 AUG -7 AM 11:56

56

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 16,411 Equity

GERALD KERR,
Attorney named in Mortgages
versus
ERNEST BUTTNER and
KADRIN BUTTNER, his wife

Ordered, this 6th day of August, 1964, That the sales of the property in these proceedings mentioned made and reported by Gerald Kerr, Attorney named in the Mortgages BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of September next.

The report states that the amount of sales was $93,100.00.

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

A-29

FILED
1964 AUG 31 PM 4:16

No. E. C. 9562

57

OFF. 3 OF

Evening Capital

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

BOOK 158 PAGE 58

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1964

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,411
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 9th day of September, 1964. The first insertion being made the 8th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgroman

BOOK 158 PAGE 59

In the Case of

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

vs.

ERNEST BUTTNER AND KADRIN BUTTNER, HIS WIFE

Mortgage "A" Lot #9 Barrington

In the

Circuit Court

For

Anne Arundel County

No. 16,411 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 -4 PM 2:25

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 22 AM 9:23

58

5a

Dr. Mortgaged Real Estate of Ernest Buttner and Kadrin Buttner, his wife

Mortgage "A" Lot #9 Barrington

In Acct. with Gerald Kerr, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			17,300	00		
By	Interest 6% on deferred payment $16,300.00						
	from 7/31/64 to 9/15/64			122	25		
By	Adjustment taxes from 7/31/64 to 12/31/64			125	25		
By	Adjustment Sanitary charges from 7/31/64						
	to 12/31/64			10	95		
By	Insurance rebate			2	52		
						17,560	97
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	609	00				
				709	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	1	66				
	Clerk, court costs	14	75				
	Sheriff		66				
	Auditor, this account	50	00				
				67	07		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	92	60				
	New Amsterdam Casualty Co. - bond	68	00				
	A. J. Billig & Co., auctioneer's commission	492	50				
	Notary fees	1	00				
	Sanitary Commission, 1964 assessment	27	23				
	Sanitary Commission, water charges	10	40				
				691	73		
To	Chesapeake Federal Savings & Loan Assoc.						
	of Baltimore, Mortgagee in full for						
	Mortgage claim	12,555	00				
	Interest 6% on principal balance						
	$12,015.00 from 7/1/64 to 12/21/64	357	76				
				12,912	76		

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	3,180	41				
				3,180	41		
						17,560	97

BOOK 158 PAGE 62

In the Case of

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER AND KADRIN BUTTNER, HIS WIFE

Mortgage "B" Lot #17 Barrington

In the

Circuit Court

For

Anne Arundel County

No. 16,411 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 -4 PM 2:25

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 22 AM 9:23

61

67

Dr. Mortgaged Real Estate of Ernest Buttner and Kadrin Buttner, his wife

Mortgage "B" Lot #17 Barrington

In Acct. with Gerald Kerr, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			13,900	00		
By	Interest 6% on deferred payment, $12900.00						
	from 7/31/64 to 10/1/64			150	50		
By	Adjustment taxes from 7/31/64 to 12/31/64			126	98		
By	Adjustment Sanitary charges from 7/31/64						
	to 12/31/64			12	80		
						14,190	28
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	447	00				
				547	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor Appearance fee	1	66				
	Clerk, court costs	14	75				
	Sheriff		66				
	Auditor, this account	50	00				
				67	07		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	92	60				
	New Amsterdam Casualty Co. - bond	56	00				
	A. J. Billig & Co. auctioneer's fee	407	50				
	Notary fees	1	00				
	Sanitary Commission, 1964 assessment	31	87				
	State and County taxes, 1964	152	38				
				741	35		
To	Chesapeake Federal Savings & Loan Assoc.						
	of Baltimore, Mortgagee in full for						
	Mortgage claim	12,834	86				
				12,834	86		
						14,190	28
	Balance due on Mortgage as per claim filed	13,972	50				

Interest 6% on principal balance		
$13,525.40 from 7/1/64 to 12/21/64	383	14
	14,355	64
Credit amount allowed above	12,834	86
This amount subject to decree in personam	1,520	78

In the Case of BOOK 158 PAGE 65

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER, AND KADRIN BUTTNER, HIS WIFE

Mortgage "C" Lot #20

In the

Circuit Court

For

Anne Arundel County

No. 16,411 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 -4 PM 2:24

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 22 AM 9:23

54

Dr. Mortgaged Real Estate of Ernest Buttner and Kadrin Buttner, his wife

Mortgage "C" Lot #20

In Acct. with Gerald Kerr, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			12,000	00		
By	Interest 6% on deferred payment $11,000.00						
	from 7/31/64 to 10/29/64			163	07		
By	Adjustment, Sanitary charges from 7/31/64						
	to 12/31/64			12	35		
By	Insurance rebate			1	00		
						12,176	42
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	390	00				
				490	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	1	66				
	Clerk, court costs	14	75				
	Sheriff		66				
	Auditor, this account	50	00				
				67	07		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	92	60				
	New Amsterdam Casualty Co. - bond	48	00				
	A. J. Billig & Co., auctioneer's fee	360	00				
	Notary fee		50				
	Sanitary Commission, 1964 assessment	30	68				
	W. Atkinson & Son, Maintenance	43	76				
				575	54		
To	Chesapeake Federal Savings & Loan Assoc.						
	of Baltimore, Mortgagee in full for						
	Mortgage claim	11,043	81				
				11,043	81		
						12,176	42
	Balance due on Mortgage as per claim filed	12,852	00				

Interest 6% on principal balance		
$12,600.00 from 7/1/64 to 12/21/64	359	10
	13,211	10
Credit amount allowed above	11,043	81
This amount subject to decree in personam	2,167	29

In the Case of

BOOK 158 PAGE 68

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER AND

KADRIN BUTTNER, HIS WIFE

Mortgage "D" Lot #23

In the

Circuit Court

For

Anne Arundel County

No. 16,411 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 DEC -4 PM 2:24

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 22 AM 9:23

67

Dr. Mortgaged Real Estate of Ernest Buttner, and Kadrin Buttner, his wife

Mortgage "D" Lot #23

In Acct. with Gerald Kerr, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			16,100	00		
By	Interest 6% on deferred payment $15,100.00 from 7/31/64 to 10/31/64			226	50		
By	Adjustment taxes from 7/31/64 to 12/31/64			110	65		
By	Adjustment Sanitary charges from 7/31/64 to 12/31/64			11	50		
By	Insurance rebate			6	30		
						16,454	95
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	513	00				
				613	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	1	66				
	Clerk, court costs	14	75				
	Sheriff		66				
	Auditor, this account	50	00				
				67	07		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	92	60				
	New Amsterdam Casualty Co. - bond	64	00				
	A. J. Billig & Co. auctioneer's fee	462	50				
	Notary fees	1	00				
	Sanitary Commission, 1964 assessment	28	70				
				648	80		
To	Chesapeake Federal Savings & Loan Assoc. of Baltimore, Mortgagee in full for Mortgage claim	14,055	00				
	Interest 6% on principal balance $13,515.00 from 7/1/64 to 12/21/64	385	12				
				14,440	12		

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	685	96				
				685	96		
						16,454	95

In the Case of BOOK 158 PAGE 71

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER, AND
ESTHER BUTTNER, HIS WIFE
Mortgage "E" Lot #25

In the

Circuit Court

For

Anne Arundel County

No. 16,411 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 DEC -4 PM 2:24

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 22 AM 9:23

70

11

Dr. Mortgaged Real Estate of Ernest Buttner, and Kadrin Buttner, his wife

Mortgage "E" Lot #25

In Acct. with Gerald Kerr, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			15,800	00		
By	Interest 6% on deferred payment $14,800.00						
	from 7/31/64 to 10/31/64			220	00		
By	Adjustment taxes from 7/31/64 to 12/31/64			110	65		
By	Adjustment Sanitary charges from 7/31/64						
	to 12/31/64			11	65		
By	Insurance rebate			24	00		
						16,166	30
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	504	00				
				604	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	1	66				
	Clerk, court costs	14	75				
	Sheriff		66				
	Auditor, this account	50	00				
				67	07		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	92	60				
	New Amsterdam Casualty Co. - bond	64	00				
	A. J. Billig & Co. auctioneer's fee	455	00				
	Notary fees	1	00				
	Insurance Co. of North America, premium	36	00				
	Sanitary Commission, 1964 assessment	29	05				
				677	65		
To	Chesapeake Federal Savings & Loan Assoc.						
	of Baltimore, Mortgagee in full for						
	Mortgage claim	14,817	58				
				14,817	58		
						16,166	30

Balance due on Mortgage as per claim filed	15,600	00
Interest 6% on principal balance		
$15,000.00 from 7/1/64 to 12/21/64	427	50
	16,027	50
Credit amount allowed above	14,817	58
This amount subject to decree in personam	1,209	92

In the Case of BOOK 158 PAGE 74

GERALD KERR, ATTORNEY NAMED IN MORTGAGE

VS.

ERNEST BUTTNER AND

KADRIN BUTTNER, HIS WIFE

Mortgage "F" Lots 11 to 16 inclusive & Lot #24

In the

Circuit Court

For

Anne Arundel County

No. 16,411 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 DEC -4 PM 2:24

FILED

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 Y. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED
1964 DEC 22 AM 9:23

73

Dr. Mortgaged Real Estate of Ernest Buttner and Kadrin Buttner, his wife

Mortgage "F" Lots 11 to 16 inclusive & Lot 24

In Acct. with Gerald Kerr, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			18,000	00		
By	Interest 6% on deferred payment $15,900.00 from 7/31/64 to 11/15/64			275	25		
By	Adjustment taxes from 7/31/64 to 12/31/64			49	09		
By	Adjustment, Sanitary charges from 7/31/64 to 12/31/64			77	25		
						18,404	59
To	Attorney for fee, viz	100	00				
To	Attorney for commission, vix	600	00				
				700	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	1	66				
	Clerk, court costs	14	75				
	Sheriff		66				
	Auditor, this account	50	00				
				67	07		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	92	60				
	New Amsterdam Casualty Co. - bond	72	00				
	A. J. Billig & Co. auctioneer's fee	510	00				
	Notary fees	1	00				
	Sanitary Commission, 1964 assessments	192	34				
				867	94		
To	Chesapeake Federal Savings & Loan Assoc. of Baltimore, Mortgagee in full for Mortgage claim	6,161	42				
	Interest 6% on principal balance $5,950.00 from 7/1/64 to 12/21/64	175	61				
		6,337	03				
				6,337	03		
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	10,432	55				
			10,432	55		
					18,404	59

PETITION FOR FORECLOSURE

BOOK 158 PAGE 77

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife

IN THE

CIRCUIT COURT

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

(IN EQUITY)

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 18th day of June, A. D. 1963 the defendant executed and delivered to Fairview Federal Savings and Loan Association a mortgage upon certain leasehold property in the County of Anne Arundel ~~City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $ 13,000.00 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

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Form 812

Petitioner's Exhibit No. 1

[DR.—CITY OR COUNTY]

Mortgage

BOOK 158 PAGE 78

BOOK 1667 PAGE 153

THIS MORTGAGE, Made this eighteenth day of June, in the year Nineteen Hundred and Sixty-three, by and between Thomas E. Tayman, Jr. and Lillian G. Tayman, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Thirteen Thousand Dollars ($ 13,000.00), 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 Thirteen Thousand Dollars ($ 13,000.00), 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 Eighty-three and 76/100 Dollars ($ 83.76), 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 July, 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 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 17 and 18 in Section 27 of Riviera Beach, with a total frontage of about fifty feet on Rolland Road, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 26, now recorded in Plat Book No. 1, folio 25.

BEING the same lots 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 immediately prior hereto, were granted and conveyed by The Kenwick Company to the herein named Mortgagors.

FILED

1964 AUG 21 AM 9:23

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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, 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 Dollars, payable in equal semi-annual instalments on the eighteenth days of June and December in each and every year.

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, one hundred and eighty (180) 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

Thomas E. Tayman Jr. (SEAL)
Thomas E. Tayman, Jr.

Lillian G. Tayman (SEAL)
Lillian G. Tayman

(SEAL)

(SEAL)

5

BOOK 158 PAGE 81 BOOK 1667 PAGE 156

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 18th day of June , 19 63 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Thomas E. Tayman, Jr. and Lillian G. Tayman, his wife,

the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared Harry L. Schrader , the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE M.D.

Antoinette M. Granese

Antoinette M. Granese / Notary Public

My commission expires May 3, 1965

9.50

Rec'd for record June 24 1963 at 9:44 A.M.

Mailed to Kohlerman & Dumler

60167 E

ANNE ARUNDEL COUNTY

Mortgage

FROM

THOMAS E. TAYMAN, JR.

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS

AND LOAN ASSOCIATION

1667 153

File No. 17713-T

Property:

Lots 17-18, Section 27
Riviera Beach

Description approved

Execution approved

KOHLERMAN AND DUMLER
Attorneys at Law
1406 Fidelity Building
Baltimore 1, Maryland

STATEMENT OF MORTGAGE CLAIM

BOOK 158 PAGE 82

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE COUNTY~~

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated June 18, 1963	$ 13,000.00
Plus accrued interest	505.13
Amount due as of August 31, 1964	13,505.13

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this twentieth 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 JEROME C. NEUMAN, Executive Vice-President of Fairview Federal Savings and Loan Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Helena Reymann

My commission expires May 3, 1965 Helena Reymann *Notary Public.*

FILED

1964 AUG 21 AM 9:23

6

BOOK 158 PAGE 83

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

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION *vs.* THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife	**IN THE** **CIRCUIT COURT** FOR ~~XXX~~ OF ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ **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 JEROME C. NEUMAN, Executive Vice-President of Fairview Federal Savings and Loan Association,

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

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

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

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

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

Jerome C. Neuman

Jerome C. Neuman *Affiant.*

Subscribed and sworn to before me

this 19th day of August, 1964

Helena Reymann

Notary Public Helena Reymann

My commission expires May 3, 1964

FILED

1964 AUG 21 AM 9:23

7

BOOK 158 PAGE 84

DECREE FOR SALE OF MORTGAGE PREMISES

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	IN THE **CIRCUIT COURT** FOR ~~XXX~~ ANNE ARUNDEL COUNTY ~~XXXXXXXXXXXXXXXX~~ (IN EQUITY) No 16,544
vs.	
THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, 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 21st day of August, 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 Fifteen 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 ~~or City of Baltimore~~, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $..... at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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 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 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.

George Carlson
Judge

FILED

1964 AUG 21 PM 2:27

8

BOOK 158 PAGE 85

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 12 PAGE 537

BOND NO. 77 98 156 Case No 16.544

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 Fifteen Thousand and 00/100 ($15,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of September 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 Fairview Federal Savings and Loan Assoc.

vs.

Thomas E. Tayman, Jr. and Lillian G. Tayman h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall and James H. Whitney

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

Signed, sealed and delivered in the presence of:

Helena C. Reymann

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

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

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

FILED
1964 SEP 30 AM 9:16

Bond approved this 30 day of September, 1964
Louis M. Phipps, Clerk

9

BOOK 158 PAGE 86

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1st day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Jerome C. Neuman, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone)~~ (that he is the agent for the purchaser, Fairmount Fed. S & L. Assn and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Fairmount Federal S & L. Assn

By Jerome C. Neuman (SEAL)
Purchaser

JOHN D. MILLER
NOTARY PUBLIC
BALTIMORE, MD.

John D. Miller
Notary Public

FILED
1964 OCT -6 AM 9:19

10

REPORT OF SALE

BOOK 158 PAGE 87

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife

IN THE

CIRCUIT COURT

FOR ~~XXX~~

ANNE ARUNDEL COUNTY

Case No. 16,544

To The Honorable Judge of the Circuit Court ~~of Baltimore City~~ FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Paul Beall and James H. Whitney, Trustees appointed by the decree in the above entitled cause, to make sale of the leasehold property known as 126 Roland Road, Riviera Beach, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette,

a weekly ~~daily~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Thursday, the first day of October, 1964, at two o'clock P. M. attend on the premises and then and there sold the leasehold property known as 126 Roland Road, Riviera Beach, unto FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of TEN THOUSAND SEVEN HUNDRED DOLLARS ($10,700.00), 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 second day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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,

My commission expires May 3, 1965

Helena Reymann

Helena Reymann *Notary Public.*

FILED

1964 OCT -6 AM 9:19

BOOK 158 PAGE 88

ORDER NISI

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,544 Equity

Ordered, this 6th day of October, 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 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 $ 10,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul Beall, Attorney For: Maryland Gazette (Oct. 8 Edition)

(Final Order)

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of November, 19 64 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bowie Duckett

JUDGE.

FILED

1964 NOV 10 AM 11:01

12

KOHLERMAN AND DI[illegible]ER,
Solicitors
14[illegible] Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

126 ROLAND ROAD, RIVIERA BEACH, ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 16,544), the undersigned Trustees will sell at public auction on the premises, on

THURS., THE 1st DAY OF OCT., 1964, AT 2:00 O'CLOCK P.M.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS thereon situated in Anne Arundel County, and described as follows:

BEING known and designated as Lots 17 and 18 in Section 27 of Riviera Beach, with a total frontage of about fifty feet on Roland Road, as shown on a plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book W. M.B. No. 1, folio 26, now recorded in Plat Book No. 1, folio 25; subject to a ground rent of One Hundred Twenty Dollars ($120.00), redeemable after June 18, 1968, said property is located on the northwest side of Roland Road, approximately one hundred and twenty-five feet southwest of Arbutus Road, with a frontage of fifty feet on Roland Road, and with an even depth of one hundred and twenty-five feet, and is improved by a frame dwelling with brick front, and known as No. 126 Roland Road.

No. 13

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, ground rent and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

PAUL BEALL
JAMES H. WHITNEY
Trustees

E. T. NEWELL & CO., INC. O-1

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 89

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1964

We hereby certify, that the annexed

Trustee's Sale
Case No. 16,544
126 Roland Road Riviera Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 5 successive weeks before the 1st day of October, 1964. The first insertion being made the 3rd day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 OCT -6 PM 4:04

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,544 Equity

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

THOMAS E. TAYMAN, JR. and LILLIAN G. TAYMAN, his wife

Ordered, this 6th day of October, 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 9th day of November next; Provided, a copy of this Order be inserted in some newspaper 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 $10,700.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-29

FILED

1964 NOV -2 PM 2:47

No. M. G. 9488

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 90

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,544
Thomas E. Tayman, 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 8th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

BOOK 158 PAGE 91

In the Case of

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOC.

VS.

THOMAS E. TAYMAN, JR. AND LILLIAN G. TAYMAN, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,544 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 -8 AM 10:47

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th 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: Constance B. Tolliver, deputy

FILED
1964 DEC 24 AM 9:14

15

Dr. Mortgaged Real Estate of Thomas E. Tayman and

Lillian G. Tayman, his wife

In Acct. with Paul Beall and James H. Whitney, Trustees

						Cr.	
By	Amount of Sale as per Trustees' Report						
	of Sale filed			10,700	00		
By	Interest 6% on deferred payment $10,200.00						
	from 10/1/64 to 11/15/64			80	25		
By	Adjustment, taxes			60	30		
						10,840	55
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	351	00				
				426	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	109	05				
	Sunpapers, Advertising - Sale	36	30				
	Fidelity & Deposit Co. of Maryland - bond	60	00				
	E. T. Newell & Co. Inc., auctioneer's fee	50	00				
	Adjustment, ground rent	35	66				
	½ Federal and State Revenue stamps	18	15				
				309	16		
To	Fairview Federal Savings & Loan Assoc.,						
	Mortgagee on account of Mortgage claim	10,032	39				
				10,032	39		
						10,840	55
	Balance due on mortgage as per claim filed	13,505	13				
	Interest 6% on principal balance						
	$13,000.00 from 9/1/64 to 12/28/64	255	65				
		13,760	78				
	Credit amount allowed above	10,032	39				
	This amount subject to decree in personam	3,728	39				

BOOK 158 PAGE 93

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BILLIE RAY BOUTWELL AND MARY E. BOUTWELL, HIS WIFE	:	(In Equity)
	:	No. 16,555

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 Billie Ray Boutwell and Mary E. Boutwell, his wife to Baltimore Federal Savings and Loan Association, dated November 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1441 folio 212.

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) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 158 PAGE 94

MARYLAND

BOOK 1441 PAGE 212

MORTGAGE

No. 16,555 Equity

THIS MORTGAGE, made this 18th day of November, A. D. 19 60, by and between BILLIE RAY BOUTWELL and MARY E. BOUTWELL, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND NINE HUNDRED FORTY and 00/100ths Dollars ($10,940.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SIXTY and 42/100ths Dollars ($60.42), commencing on the first day of December, 19 60, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1990. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 9, Block I, as shown on the Plat entitled "Plat No. 3, Suburbia," dated January, 1959, by John W. Boutwell, Jr., Surveyor which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 77. The improvements thereon being known as No. 1117 Wynbrook Road.

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

FILED

1964 AUG 26 AM 9:09

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

BOOK 158 PAGE 95

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]

BOOK 1441 PAGE 213

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **Thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **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

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BOOK 158 PAGE 97 BOOK 1441 PAGE 215

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:

C. Rider Brandau Jr.
C. RIDER BRANDAU, JR.

Billie Ray Boutwell [SEAL]
Billie Ray Boutwell

[SEAL]

Mary E. Boutwell [SEAL]
Mary E. Boutwell

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1441 PAGE 216

I HEREBY CERTIFY, That on this 18th day of November, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Billie Ray Boutwell and Mary E. Boutwell, 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.

11 00 C. Rider Brandau Jr.
Notary Public.
C. RIDER BRANDAU, JR.

C. RIDER BRANDAU, JR. NOTARY PUBLIC BALTIMORE, MD.

54555
ao'f

Seen for record Nov 25, 1960 at 10:47 A.M.
Mailed to The Colonial Title Guarantee Co

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

BILLIE RAY BOUTWELL AND
MARY E. BOUTWELL, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

2252-26862

BOOK 158 PAGE 98

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

BILLIE RAY BOUTWELL AND
MARY E. BOUTWELL, HIS WIFE

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: (In Equity) No. 16,555

NON-MILITARY SERVICE AFFIDAVIT

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1964 AUG 26 AM 9:09

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BOOK 158 PAGE 99

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
BILLIE RAY BOUTWELL AND MARY E. BOUTWELL, HIS WIFE	ANNE ARUNDEL COUNTY In Equity - No. 16,555

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Billie Ray Boutwell and Mary E. Boutwell, his wife

to Baltimore Federal Savings and Loan Association

dated the 18th day of November 1960 and recorded among the Land Records ofAnne Arundel County in Liber G.T.C. No 1441 Folio 212.

Amount of Mortgage	$10,940.00
Less - amount paid on principal	577.30
	10,362.70
Plus - interest to 8/18/64	163.20
	10,525.90
Less - balance in expense account	77.11
	10,448.79

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.

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1964 AUG 26 AM 9:09

CALLAHAN AND CA[illegible]LL
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 Billie Ray Boutwell and Mary E. Boutwell, his wife to Baltimore Federal Savings and Loan Association, dated November 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1441, folio 212 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

WED., OCTOBER 14th, 1964 AT 3:30 P.M. (EDT)

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

BEING known and designated as Lot No. 9, Block I, as shown on the Plat entitled "Plat No. 3, Suburbia," dated January, 1959 by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, Folio 77. The improvements thereon being known as No. 1117 Wynbrook Road.

Together with the buildings thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $150.00 and to any restrictive covenants or Utility Agreements, of record, affecting the property.

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

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

WALTER S. CALWELL
Attorney named in the Mortgage

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

O-8

No. M

8

OFFICE OF

Maryland Gazette

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

BOOK 158 PAGE 100

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed
Attorney's Sale
No. 16,555 Equity
Billie Ray Boutwell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of October, 1964. The first insertion being made the 24th day of September, 1964

FILED
1964 OCT 13 PM 2:17

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

Mortgagee and Attorney's Bond.

BOOK 12 PAGE 554

BOOK 158 PAGE 101 1-369

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-2021-64

No. 16,555 Equity

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 9th 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 Billie Ray Boutwell and Mary E. Boutwell to the Baltimore Federal Savings and Loan Association bearing date the 18th day of November nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1441, Folio 212, ~~xxx~~

1117 Wynbrook 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
~~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, Attorney-in-fact

FILED
1964 OCT 14 PM 2:33

Bond approved this 14th day of October, 1964
Lane W. Shipley, Clerk

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 14th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser~~, ________________________,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams ~~(SEAL)~~
Purchaser
CHARLES E. WILLIAMS Vice President

HARRY C. MILLER
NOTARY PUBLIC
BALTIMORE, MD.

Harry C. Miller
Notary Public

FILED
1964 OCT 19 AM 10: 24

10

BOOK 158 PAGE 103

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
		(In Equity)
BILLIE RAY BOUTWELL AND MARY E. BOUTWELL, HIS WIFE	:	No. 16,555
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 18th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1441 folio 212 from said Billie Ray Boutwell and Mary E. Boutwell, 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 before the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 14th day of October, 1964 at 3.30 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 9, Block I, as shown on the Plat entitled "Plat No. 3, Suburbia", dated January, 1959, by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 77, the improvements whereon are known as No. 1117 Wynbrook Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 OCT 19 AM 10:24

11

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 Billie Ray Boutwell and Mary E. Boutwell, his wife to Baltimore Federal Savings and Loan Association, dated November 18, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1441, folio 212 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction on the premises on

WED., OCTOBER 14th, 1964 AT 3:30 P.M. (EDT)

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

BEING known and designated as Lot No. 9, Block I, as shown on the Plat entitled "Plat No. 3, Suburbia," dated January, 1959 by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, Folio 77. The improvements thereon being known as No. 1117 Wynbrook Road.

Together with the buildings thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise appertaining. Subject to an annual ground rent of $150.00 and to any restrictive covenants or Utility Agreements, of record, affecting the property.

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

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

WALTER S. CALWELL
Attorney named in the Mortgage

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

0-8

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ten Thousand, five Hundred ($10,500.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of October, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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

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ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

BILLIE RAY BOUTWELL AND
MARY E. BOUTWELL, HIS WIFE

BOOK 158 PAGE 105

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,555 Equity

Ordered, this 19th day of October, 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 23rd 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 23rd day of November next.

The report states that the amount of sale was $ 10,500.00.

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell
(Final Order)

TEST: Clerk.
For the Maryland Gazette, Oct. 22nd Edition)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

BILLIE RAY BOUTWELL AND
MARY E. BOUTWELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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 Brian Duckett
JUDGE.

FILED
1964 NOV 25 AM 11:30

13

BOOK 158 PAGE 106

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
BILLIE RAY BOUTWELL AND MARY E. BOUTWELL, HIS WIFE	:	In Equity - No. 16,555

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in the Mortgage, respectfully represents unto your Honor:

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the day of 196~~ sold certain leasehold property situated in Anne Arundel County, known as No. 1117 Wynbrook Road and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

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

ASSENT

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

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

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

FILED
1964 OCT 19 AM 10:24

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BOOK 158 PAGE 107

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 19th day of October 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. 1117 Wynbrook Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

Judge

FILED

1964 OCT 19 PM 3:48

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 18, 1964

We hereby certify, that the annexed

Order Nisi - No. 16555 Equity
"Billie Ray Boutwell"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of November, 1964. The first insertion being made the 22nd day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,555 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

BILLIE RAY BOUTWELL and MARY E. BOUTWELL, his wife

Ordered, this 19th day of October, 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 23rd 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 23rd day of November next.

The report states that the amount of sale was $10,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-12

FILED

1964 NOV 19 PM 2:71

No. M. G. 3337

16

In the Case of BOOK 158 PAGE 109

WALTER S. CALWELL, ATTORNEY NAMED
IN MORTGAGE

VS.

BILLIE RAY BOUTWELL AND
MARY E. BOUTWELL, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,555 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 DEC -8 AM 10:47

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th 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: Constance B. Tollenk, deputy

FILED
1964 DEC 24 AM 9:15

17

Dr. Mortgaged Real Estate of Billie Ray Boutwell and Mary E. Boutwell, his wife

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

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			10,500	00		
By	Interest 6% on deferred payment $10,000.00 from 10/14/64 to 11/26/64			73	50		
						10,573	50
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	345	00				
				395	00		
To	Attorney for court costs, ivz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	35	00				
				76	25		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc. Advertising & Nisi - Sale	78	00				
	New Amsterdam Casualty Co. - bond	42	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, ground rent from 5/10/64 to 10/14/64	64	14				
	Adjustment taxes, from 10/14/64 to 12/31/64	46	87				
				267	26		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	9,834	99				
				9,834	99		
						10,573	50
	Balance due on Mortgage, as per claim filed	10,448	79				
	Interest 5¼% on principal balance $10,285.59 from 8/19/64 to 12/23/64	206	00				
		10,654	79				
	Credit amount allowed above	9,834	99				
	This amount subject to decree in personam	819	80				

PETITION FOR FORECLOSURE

BOOK 158 PAGE 111

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
VS. Plaintiff

STANLEY B. SELTZER and

ANN D. SELTZER, his wife
Defendants

IN THE

CIRCUIT COURT

FOR
~~OF~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN EQUITY)
No. 16,565 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 29th **day of** October, **A. D.** 1959 **the defendants executed and delivered to** said Plaintiff **a mortgage upon certain** fee simple **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 20,800.00 **and interest as therein mentioned, wherein said mortgagor** s **assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

That default has occurred in the conditions and covenants of said mortgage.

And your petitioner pray s **that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.**

And as in duty, &c.

William M. Levy

William M. Levy, Esquire
1507 Fidelity Building
Baltimore 1, Maryland
Saratoga 7-3445 *Attorney for Plaintiff*

FILED
1964 AUG 31 PM 1:37

55-566

D. R. City/County

BOOK 1346 PAGE 94

BOOK 158 PAGE 112

This Mortgage,

Made this 29th day of October in the year one thousand, nine hundred and fifty-nine between

STANLEY B. SELTZER and ANN D. SELTZER, his wife,

of Anne Arundel County, in the State of Maryland, MORTGAGORS and

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said STANLEY B. SELTZER and ANN D. SELTZER, his wife, being members of the said body corporate, have received therefrom an advance of twenty thousand eight hundred dollars ($20,800.00) on two hundred shares of its stock; used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGORS being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGORS do hereby covenant to repay the same, together with interest thereon at the rate of five & one-half per cent (5½ %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including principal and interest) of one hundred twenty-seven dollars and seventy-four cents ($127.74) commencing on the -first- day of -December, 1959- and continuing on the -first- day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagors, under the Act of Incorporation and/or Constitution and By Laws of said body corporate, are fully paid.

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said STANLEY B. SELTZER and ANN D. SELTZER, his wife,

do grant unto the said body corporate its successors and assigns, all that lot of ground situate and lying in the Sixth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEING known and designated as lot No. 13 Block 26, as shown and designated on the "Sixth Plat of Admiral Heights" dated June, 1957, prepared by J. R. McCrone, Jr., Inc. which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30, folio 19; said lot

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Petitioners Exhibit Number 1

having a total frontage on the northerly side of Fisk Circle of forty-one and seventy-two one-hundredths feet, all as shown on said plat.

The improvements on said lot of ground being now known as No. 14 Fisk Circle, Admiral Heights, (formerly 13 Fisk Circle).

BEING the same lot of ground described in a deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Reliable Homes Corporation to the said Stanley B. Seltzer and Ann D. Seltzer, his wife.

THIS MORTGAGE shall also secure such future advances as shall be made at the mortgagee's option to said mortgagors, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Acts of 1955 Annotated Code of Maryland.

THIS LOAN may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

IN order to cover the extra expense of handling delinquent payments, the mortgagors agree to pay a "late charge", not to exceed two per cent (2%) of the total monthly payment (principal, interest and expense) whenever such monthly payment is more than ten (10) days past due; such charge, however, may be waived at the option of the mortgagee.

Together, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR Shereby assign to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained: and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorize p collect said rents and profits, and/or to rent said premises for the account of said MORTGAGORS, and to dit said rents and profits so collected, afte deducting all costs of collection, administration and repairs neces to the maintenance of said premises in a ntable condition, to the account of said MORTGAGORS.

To Have and to Hold the [illegible] lot of ground and premises unto the s[illegible] _____ body corporate _____ its successors and assigns _____ fo[illegible]er in fee simple; subject to the covenants, restrictions and conditions mentioned in the deed above referred to.

If However the said MORTGAGOR S shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor S, hereby covenant and agree with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, a monthly sum equal to 1/12 of the aggregate of the ground rent (if any), water rent, taxes, public charges and assessments and insurance premiums chargeable or assessed against said property upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGOR S further agree that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that they, their heirs, personal representatives or assigns will on demand pay such deficiency; said MORTGAGORS further agree to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor S also covenant and agree :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGORS shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR S specially warrant the property herein mortgaged and the MORTGAGORS will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGORS or their assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGORS hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR S hereby also authorize and direct the said MORTGAGEE, its successors and assigns, or _____ KARL M. LEVY _____ its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGORS shall, in addition to such other sum or sums with which they shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the attorney ~~or solicitor~~ instituting such proceedings; and the said MORTGAGORS, for themselves, their _____ heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the MORTGAGOR S, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGOR S for themselves, their _____ heirs, personal representatives and assigns do hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY _____ their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of seventy-five _____ Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out ~~of the proceeds of~~ sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGORS, their _____ heirs, personal representatives or assigns.

5 BOOK 158 PAGE 115 BOOK 1346 PAGE 97

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

Witness the hands and seals of said MORTGAGORS

TEST: as to Stanley B. Seltzer — Stanley B. Seltzer (SEAL)

H. Warren Crawford

TEST: as to Ann D. Seltzer — Ann D. Seltzer (SEAL)

H. Warren Crawford

ANNE ARUNDEL COUNTY

State of Maryland, ~~Baltimore City, ss~~

I Hereby Certify, that on this 29TH day of October one thousand, nine hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for ~~the City of Baltimore~~ Anne Arundel County, aforesaid, personally appeared STANLEY B. SELTZER one of the within named MORTGAGORS and he acknowledged the aforegoing mortgage to be his act.

At the same time also appeared W. RAMSAY COULSON President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As Witness my hand and Notarial Seal.

H. Warren Crawford *Notary Public.*

Mortgage

FROM STANLEY B. SELTZER AND WIFE

TO CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

Block No. 94

Received for record 1946 19

at o'clock M. Same day recorded in Liber

No. Folio one of the Land Records of and examined per Clerk.

Cost of record $ 9.50

LEVY AND DITTO
ATTORNEYS AT LAW
804-805 FIDELITY BUILDING
BALTIMORE, MD.

BOOK 1346 PAGE 98

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 29TH day of October one thousand, nine hundred and fifty-nine, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared ANN D. SELTZER (wife of Stanley B. Seltzer), one of the Mortgagors named in the foregoing Mortgage, and she acknowledged the aforegoing Mortgage to be her act and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

H. Warren Crawford Notary Public

Rec'd record Nov. 4, 1959 at 12:34 P.M.

Mailed Levy & Ditto

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

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, Plaintiff *vs.* STANLEY B. SELTZER and ANN D. SELTZER, his wife, Defendants	IN THE **CIRCUIT COURT** FOR ~~OF~~ ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY (IN EQUITY) Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ROBERT S. CLARK, Treasurer of CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.,

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

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

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

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

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

Robert S. Clark
Affiant.

Subscribed and sworn to before me

this 27th day of August, 1964

Karl H. Levy
Notary Public

KARL H. LEVY NOTARY PUBLIC BALTIMORE, MD.

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BOOK 158 PAGE 117

STATEMENT OF MORTGAGE CLAIM

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, Plaintiff *vs.* STANLEY B. SELTZER and ANN D. SELTZER, his wife, Defendants	IN THE **CIRCUIT COURT** FOR ~~OF~~ ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY (IN EQUITY)

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$20,800.00
Interest to September 1, 1964	258.21
Two months late charge	7.36
	$21,065.57
Debit in expense account	202.17
	$21,267.74
Amount paid on principal of loan	2,021.55
	$19,246.19

Robert S. Clark
Treasurer, Century Savings and Loan Association of Baltimore City, Inc.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 27th 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 ROBERT S. CLARK, Treasurer, Century Savings and Loan Association of Baltimore City, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

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As witness my hand and Notarial Seal.

Karl H. Lee
Notary Public.

KARL H. LEE NOTARY PUBLIC BALTIMORE

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BOOK 158 PAGE 118

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
Plaintiff
vs.
STANLEY B. SELTZER and ANN D. SELTZER, his wife,
Defendants

IN THE
CIRCUIT COURT
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN EQUITY) No. 3565
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 1st day of September, in the year nineteen hundred and sixty-four, by the Circuit Court ~~of Baltimore City~~ 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 M. LEVY be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of h proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by hi mself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of TWENTY THOUSAND ($20000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in h im by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged h is trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Bruce Duckett

FILED
1964 SEP -1 PM 12: 39

FORM 2317
(Rev. Oct. 1962)

U. S. TREASURY DEPARTMENT—INTERNAL REVENUE SERVICE

PROOF OF CLAIM FOR INTERNAL REVENUE TAXES

BOOK 158 PAGE 119

IN THE CIRCUIT COURT

FOR ~~THE~~ ANNE ARUNDEL COUNTY, MARYLAND

IN THE MATTER OF:

Century Savings and Loan Association of Baltimore City, Inc.
vs.
Stanley B. Seltzer and Ann D. Seltzer, his ~~wife~~ wife
14 Fisk Circle, Admiral Heights
Annapolis, Maryland

DOCKET NO. Equity 22
Case No. 16565
TYPE OF PROCEEDING Mortgage Foreclosure

CLAIM OF THE UNITED STATES
FOR INTERNAL REVENUE TAXES

The undersigned officer of the Internal Revenue Service, a duly authorized agent of the United States in this behalf, being duly sworn, deposes and says that:

1. Stanley B. Seltzer & Ann D. Seltzer, his wife is justly and truly indebted to the United States in the sum of $2,518.15 with interest thereon as hereinafter stated;

2. The said debt is for taxes due under the internal revenue laws of the United States as follows:

KIND OF TAX AND PERIOD	REFERENCE NO.	AMOUNT DUE	REMARKS	DATE TAX LIEN AROSE
1962 Income	52-442-003739	$ 2,332.62	Lien	5/24/63
Interest to 10/10/64		183.28		
Lien Fee		2.25		
		$ 2,518.15		

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1964 SEP 21 AM 11:33

PLEASE ADVISE FILING DATE
OF AUDITOR'S ACCOUNT

3. No part of said debt has been paid and the same is now due and payable at the Office of the District Director of Internal Revenue;
4. There are no set-offs or counterclaims to said debt;
5. Except for the statutory tax liens which arose on the dates above stated, the United States does not hold, to the deponent's knowledge or belief, any security or securities for said debt;
6. No note or other negotiable instrument has been received for said debt or any part thereof, nor has any judgment been rendered with respect to said debt; and
7. Said debt has priority and must be paid in full in advance of distribution to creditors as and to the extent provided by law:

IN BANKRUPTCY ACT PROCEEDINGS see Sections 64, 77c, 199, 337(2), 455, and 659 of the Bankruptcy Act (11 U.S.C. 104, 205(e), 599, 737(2), 855, and 1059).

IN OTHER PROCEEDINGS see Section 3466 of the Revised Statutes (31 U.S.C. 191). Also, attention is invited to Section 3467 (31 U.S.C. 192) with respect to the personal liability of any executor, administrator, or other person who fails to pay the claims of the United States in accordance with their prority.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th day of September 1964

Christine E. Soderberg
Notary Public

SIGNATURE C. L. Solomon
TITLE Chief, Special Procedures Section
Office of the District Director of Internal Revenue
ADDRESS P. O. Box 1076, Baltimore, Md.

PART 1—FOR COURT (Or Fiduciary, if required by local procedures.)

FORM 2317 (REV. 10-62)

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BOOK 158 PAGE 120

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

BOND NO. 77 98 158

BOOK 12 PAGE 536

No. 16,565 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1507 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty Thousand and 00/100 ($20,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of September in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William M. Levy by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Century Savings and Loan Association of Baltimore City, Inc.

vs:

Stanley B. Seltzer and Ann D. Seltzer, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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

Signed, sealed and delivered in the presence of:

Isabel A. Ridge

William M. Levy (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter — Hilda V. Hunter *As to Surety*

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND — CORPORATE SEAL

MD3116a—1M, 6-63 Trustee's Bond

FILED 1964 SEP 30 AM 9:04

Bond approved this 30 day of September, 1964

Louis N. Phillips, Clerk

10

LEVY and P[illegible]TO
Solicitors
1507 Fidelity Building
Baltimore, Maryland, 21201

Trustee's Sale
OF
VALUABLE FEE SIMPLE PROPERTY

14 Fisk Circle - Admiral Heights
Annapolis, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Case No. 16,565) the undersigned, Trustee, will at public auction on the premises, on

FRI., OCT. 2nd, 1964
AT
2:00 P.M. (E.D.T.)

All that lot of ground and improvements thereon situate in the Sixth Election District of Anne Arundel County, and described as follows:

BEING known and designated as lot No. 13 Block 26, as shown and designated on the "Sixth Plat of Admiral Heights" dated June, 1957, prepared by J. R. McCrone, Jr., Inc., which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30, folio 19; said lot having a total frontage on the northerly side of Fisk Circle of forty-one and seventy-two one-hundredths feet, all as shown on said plat.

Improved by a frame split-level dwelling.

Subject to restrictions and utility agreements of record applicable to said property.

TERMS OF SALE: Cash. A deposit of $750.00 at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses, including District Sanitary charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and county transfer tax, is any, to be borne by the Purchaser.

William M. Levy
trustee

E. T. NEWELL & CO., INC
Auctioneers

120-126 W. North Avenue
Baltimore 1, Maryland

O-1

No. M

OFFI[illegible] OF

Maryland Gazette

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

BOOK 158 PAGE 121

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1964

We hereby certify, that the annexed

Trustee's Sale
Eq. 16,565
14 Fisk Circle
Admiral Heights

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 October, 1964. The first insertion being made the 10th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.
By [illegible]

FILED
1964 OCT
CT -6 PM 4:04

BOOK 158 PAGE 122

ANNE ARUNDEL COUNTY,

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

I HEREBY CERTIFY that on this 2nd day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Anne Arundel County ~~City of Baltimore~~ aforesaid, personally appeared Albert J. Goodman and Janet W. Goodman his wife, purchasers at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal ~~and not as agent for anyone~~) (~~[illegible]~~, ~~[illegible]~~) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Albert J. Goodman (SEAL)
Purchaser

Janet W. Goodman (SEAL)

Norma R. Ford
Notary Public
Norma R. Ford

FILED
1964 OCT -7 AM 9:13

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REPORT OF SALE

BOOK 158 PAGE 123

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY INC., a body corporate, Plaintiff

vs.

STANLEY B. SELTZER and

ANN D. SELTZER, his wife Defendants

IN THE

CIRCUIT COURT

FOR

~~OF~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

Docket #22 folio 154

To The Honorable Judge of the Circuit Court ~~of Baltimore City~~ FOR ANNE ARUNDEL COUNTY:

The Report of Sale of WILLIAM M. LEVY

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee simple property

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

THE MARYLAND GAZETTE

a weekly ~~daily~~ newspaper published in ~~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 2nd day of October, 19 64 at 2:00 o'clock P. M. attend on the premises and then and there sold the fee simple property situate in the Sixth Election District of Anne Arundel County, known as 14 Fisk Circle, Admiral Heights, which property is more fully described in the advertisement in the Maryland Gazette attached, unto Albert J. Goodman and Janet W. Goodman, his wife at and for the price or sum of Twenty-one thousand five hundred dollars ($21,500.00) (cash upon ratification of sale) who were then and there the highest bidders therefore.

VY and DITTO
Solicitors
1507 Fidelity Building
Baltimore, Maryland, 21201

ment. Taxes and all other expenses, including District Sanitary charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and county transfer tax, is any, to be borne by the Purchaser.

William M. Levy

Respectively submitted

William M. Levy, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 5th day of October 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~, personally appeared WILLIAM M. LEVY

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

As witness my hand and Notarial Seal,

KARL M. LEVY *Notary Public*

FILED
1964 OCT -7 AM 9:13

13

VY and DITTO
Solicitors
1507 Fidelity Building
Baltimore, Maryland, 21201

Trustee's Sale

OF

VALUABLE FEE SIMPLE PROPERTY

14 Fisk Circle - Admiral Heights
Annapolis, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Case No. 16,565) the undersigned, Trustee, will at public auction on the premises, on

FRI., OCT. 2nd, 1964

AT

2:00 P.M. (E.D.T.)

All that lot of ground and improvements thereon situate in the Sixth Election District of Anne Arundel County, and described as follows:

BEING known and designated as lot No. 13 Block 26, as shown and designated on the "Sixth Plat of Admiral Heights" dated June, 1957, prepared by J. R. McCrone, Jr., Inc., which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30, folio 19; said lot having a total frontage on the northerly side of Fisk Circle of forty-one and seventy-two one-hundredths feet, all as shown on said plat.

Improved by a frame split-level dwelling.

Subject to restrictions and utility agreements of record applicable to said property.

TERMS OF SALE: Cash. A deposit of $750.00 at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses, including District Sanitary charges, if any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and county transfer tax, is any, to be borne by the Purchaser.

William M. Levy
trustee

E. T. NEWELL & CO., INC
Auctioneers

120-126 W. North Avenue
Baltimore 1, Maryland

O-1

ORDER NISI

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

STANLEY B. SELTZER and ANN D. SELTZER, his wife

BOOK 158 PAGE 125

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,565 Equity

Ordered, this 7th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of November next.

The report states that the amount of sale was $ 21,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William M. Levy, Attorney
(Final Order)

(For: Maryland Gazette - Oct. 15 Edition)

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

STANLEY B. SELTZER and ANN D. SELTZER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th 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.

O Bowen Dunkett
JUDGE.

FILED
1964 NOV 18 PM 12:59

14

OFF. . OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 126

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 9, 1964

We hereby certify, that the annexed

Order Nisi - Sale - Equity 16,565 - "Stanley B. Seltzer"

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 November, 1964. The first insertion being made the 15th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By Libbie L. French

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,565 Equity

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

STANLEY B. SELTZER and ANN D. SELTZER, his wife

Ordered, this 7th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of November next.

The report states that the amount of sale was $21,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-5

FILED

1964 NOV 10 PM 1:55

No. M. G. 33363

15

BOOK 158 PAGE 127

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 573

No. 16,565 Equity

BOND NO. 77 98 158

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1507 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Five Hundred and 00/100 ($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 and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of November in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William M. Levy by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Century Savings and Loan Association of Baltimore City, Inc.

vs:

Stanley B. Seltzer and Ann D. Seltzer, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in 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:

Bettie L. Breeden

William M. Levy (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter *As to Surety* By Karl L. Johnston, *Attorney-in-Fact*

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

FILED
1964 NOV 16 AM 10:21

Bond approved this 16th day of November, 1964

Forest H. Phipps, Clerk

16

BOOK 158 PAGE 128

In the Case of

CENTURY SAVINGS & LOAN ASSOC. OF BALTIMORE CITY, A BODY CORPORATE

vs.

STANLEY B. SELTZER AND ANN D. SELTZER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,565 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 -8 PM 2:04

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th 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: Constance B. Tollevik, deputy

FILED
1964 DEC 24 AM 9:15

17

18

Dr. Mortgaged Real Estate of Stanley B. Seltzer and Ann D. Seltzer, his wife

BOOK 158 PAGE 129

In Acct. with William M. Levy, Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report of Sale filed			21,500	00		
By	Interest 6% on deferred payment $20,750.00 from 10/2/64 to 11/24/64			180	70		
By	Adjustment, State and County taxes from 10/2/64 to 12/31/64			87	48		
By	Adjustment, City of Annapolis taxes from 10/2/64 to 6/30/65			159	75		
By	Water charges from 8/20/64 to 11/20/64			3	03		
						21,930	96
To	Trustee for fee, viz	75	00				
To	Trustee for commission, viz	675	00				
				750	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	25				
	Auditor, this account	45	00				
				87	25		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	86	76				
	Sunpapers, Advertising - Sale	16	65				
	Fidelity & Deposit Co. of Maryland - bond	86	00				
	E. T. Newell & Co., Inc. auctioneer's fee	597	50				
	Notary fees	1	00				
	Water charges, from 8/20/64 to 11/20/64	6	51				
				794	42		
To	Century Savings & Loan Assoc., Inc. of Baltimore City, Mortgagee, on account of mortgage claim	19,246	19				
	Interest 5½% on principal balance, $18,980.62 from 9/1/64 to 12/23/64	331	36				
				19,577	55		

To	U. S. Treasury Dept. Internal Revenue						
	Service, on account of claim filed	721	74				
				721	74		
						21,930	96

19

MARY MARGARET BAUGHAN, Divorced, and MARY MARGARET BAUGHAN, Mother and Next of Friend of Gregory Baughan and Douglas Baughan, Infants 5606 Patrick Henry Drive Baltimore 25, Maryland	*	NO. 16,239 EQUITY
And	*	IN THE
AUBREY APPERSON, Husband and next of Friend of Bonnie Lee Baughan Apperson, Infant, 119 W. 8th Ave. Baltimore 25, Md. Plaintiffs	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	
GREGORY BAUGHAN, Infant, by Mary Margaret Baughan, Mother and next of Friend of Gregory Baughan 5606 Patrick Henry Drive Baltimore 25, Maryland	*	
And	*	
DOUGLAS BAUGHAN, Infant, by Mary Margaret Baughan, Mother and Next of Friend of Douglas Baughan 5606 Patrick Henry Drive Baltimore 25, Maryland	*	
And	*	
BONNIE LEE BAUGHAN APPERSON, Infant by Aubrey Apperson, husband and Next of Friend of Bonnie Lee Baughan Apperson 119 W. 8th Ave. Baltimore 25, Maryland	*	
Defendants		

* * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, by their attorneys, William W. Townshend, Jr. and William E. Kirk, respectfully state:

1. That Elise Thomas, Unmarried, conveyed certain property, the improvements thereon being known as No. 5606 Patrick Henry Drive, by deed dated January 13, 1951 and recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber J.H.H.

No. 688 Folio 544, unto the Plaintiff, Mary Margaret Baughan, for life, remainder to her three children, Bonnie Lee Baughan, Gregory Baughan and Douglas Baughan, a copy of said deed being filed herewith marked "Exhibit No. 1" and prayed to be made a part hereof.

2. That the Plaintiff, Mary Margaret Baughan, was divorced on July 25, 1951 from Wilbur Baughan and has not since remarried, a copy of the divorce Decree of the Circuit Court of Baltimore City being filed herewith marked "Exhibit No. 2" and prayed to be made a part hereof.

3. That the Defendants herein, Bonnie Lee Baughan, 20 years of age, Gregory Baughan, 17 years of age and Douglas Baughan,14 years of age, are all infants.

4. That the Defendant, Bonnie Lee Baughan, has intermarried with one of the Plaintiffs, Aubrey Apperson, age 22.

5. That the life tenant herein, Mary Margaret Baughan, desires to purchase a home in Glen Burnie Park which is a better neighborhood than 5606 Patrick Henry Drive, and has therefore entered into a Contract of Sale with Kasten Construction Company Inc. for the purchase of a new home at 387 Jaybea Court, a copy of said Contract being filed herewith marked "Exhibit No. 3" and prayed to be made a part hereof.

6. That the life tenant herein, Mary Margaret Baughan also desires to sell the property known as No. 5606 Patrick Henry Drive and use the proceeds of said sale to purchase the property described in Exhibit No. 3; to have the property described in Exhibit No. 3, conveyed to herself, Mary Margaret Baughan for life, remainder to her three children, Bonnie Lee Baughan Apperson, Gregory Baughan and Douglas Baughan; and to have a guardian and/or trustee appointed for said infant children for the purpose of executing the mortgage of the property described in Exhibit No. 3 for the balance of the purchase price thereof.

7. That the income of the life tenant, Mary Margaret Baughan is sufficient to pay the mortgage payment and taxes that

2

will be due on the new home described in Exhibit No. 3.

8. That the sale of the property known as No. 5606 Patrick Henry Drive and the re-investment of the proceeds therefrom in the property described in Exhibit No. 3 will be advantageous and to the best interests of the infant parties herein.

9. That the Plaintiff, Aubrey Apperson, joins herein to bind his curtesy right to the property of his wife, Bonnie Lee Baughan Apperson, an infant.

TO THE END THEREFORE:

(a) That a decree may be passed appointing a Trustee to sell the property known as No. 5606 Patrick Henry Drive.

(b) That the sale thereof be ratified and confirmed and the Trustee be authorized to transfer the interests of all of the parties hereto to the purchasers thereof.

(c) That the proceeds of sale may be brought into Court and, under its order, the balance thereof, after expenses, be invested on the purchase price of the new home described in Exhibit No. 3 provided conveyance of the same is in the name of Mary Margaret Baughan, life tenant, remainder to Gregory Baughan, Douglas Baughan and Bonnie Lee Baughan Apperson.

(d) That the trustee appointed herein be vested with the authority to execute a purchase money mortgage for the property described in Exhibit No. 3 and bind the interests of the infants named herein.

(e) That the Plaintiffs may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto the Plaintiffs a Writ of Subpoena directed to the said Infant Defendants and to such other persons as have custody of the said Infant Defendants, directing them to appear in this Honorable Court on some day therein named to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

AS IN DUTY BOUND, ETC.

TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk,
Attorneys for Plaintiff
Towns-Worth Bldg., South St.,
Annapolis, Maryland
Col. 3-4546

Mary Margaret Baughan
Mary Margaret Baughan

Aubrey Apperson
Aubrey Apperson
Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of MARCH 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Mary Margaret Baughan and Aubrey Apperson and made oath in due form of law that the matters and facts stated in the aforegoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Charles J. DiGuardo
Notary Public

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BOOK 158 PAGE 135 N Cash Consideration (2) LIBER 688 PAGE 544

FEE SIMPLE DEED—CODE—CITY OR COUNTY.

This Deed, Made this 13th day of January

in the year one thousand nine hundred and fifty-one

between Elise Thomas (Unmarried) of the City of Baltimore, in the State of Maryland, of the first part, and Mary Margaret Baughan, for life, remainder to her three children Bonnie Lee Baughan married, Gregory Baughan and Douglas Baughan, of the second part.

mtge 12 ... (1/7/01)

Witnesseth that in consideration of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor

does grant and convey unto the said Mary Margaret Baughan, for life, remainder to her three children Bonnie Lee Baughan, Gregory Baughan and Douglas Baughan

their heirs and assigns in fee-simple, all that lot of ground

situate, lying and being in Anne Arundel County, State of Maryland aforesaid and described as follows, that is to say

Being known and designated as Lot No. 56 on the plat of Colonial Housing Corporation, part of Roland Terrace, recorded among the land records of Anne Arundel County in Cabinet No. 2, Rod E-2 Plat No. 15. The improvements thereon known as No. 5606 Patrick Henry Drive.

Being also the same lot of ground described in deed dated May 2, 1946 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 362 Folio 169 was granted and conveyed from Colonial Housing Corporation, a body corporate, to the Grantors herein.

Being the same lot of ground which by deed of even date herewith and intended to be recorded prior hereto, was granted and conveyed by Wilbur J. Baughan and wife to the Grantor herein.

"EXHIBIT NO. 1"

Together. with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in any wise appertaining.

To have and to hold the said described 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

Mary Margaret Baughan, for life, remainder to her three children, Bonnie Lee Baughan, Gregory Baughan and Douglas Baughan

in fee-simple.

And the said Grantor

hereby covenant s that she will warrant specially the property hereby granted and conveyed, and that s he will execute such further assurances of said same as may be requisite.

Witness the hand and seal of said grantor

TEST:

Alexander J. Lane

Alexander J. Lane

Elise Thomas [SEAL]

Elise Thomas

[SEAL]

BOOK 158 PAGE 137 LIBER 688 PAGE 546

State of Maryland. City of Baltimore to wit:

I HEREBY CERTIFY, that on this 13th day of January

in the year one thousand nine hundred and fifty-one before me, the subscriber

A Notary Public of the State of Maryland, in and for

the City of Baltimore aforesaid, personally appeared

Elise Thomas (Unmarried)

and acknowledged the foregoing Deed to be her act.

Alexander J. Lane

Alexander J. Lane. Notary Public

Recorded- 16th June, 1952, at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing....Deed.....is truly taken and copied from Liber J.H.H. No. 688 folio 544 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 25 day of November A. D., 196 0

George T. Cromwell

Clerk of the Circuit Court for Anne Arundel County

7

DECREE OF DIVORCE

BOOK 158 PAGE 138

MARY BAUGHAN

vs.

WILBUR BAUGHAN

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

July TERM, 1951

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

It is Thereupon, This 25th day of July, A. D. 1951 by the Circuit Court of Baltimore City, Adjudged, Ordered and Decreed, that the said MARY BAUGHAN the above named Complainant, be and she is hereby DIVORCED A VINCULO MATRIMONII, from the Defendant, WILBUR BAUGHAN.

AND IT IS FURTHER ORDERED that the said Complainant shall have the guardianship and custody of BONNIE LEE BAUGHAN, GREGORY BAUGHAN and DOUGLAS BAUGHAN, the minor children of the parties in this proceeding, and that the said Defendant shall pay to the said Complainant the sum of FIFTEEN DOLLARS ($15.00) per week, accounting from the date of this Decree, for the support and maintenance of said children, with the right to the Defendant to see said children at all reasonable times, subject to the further Order of this Court in the premises.

AND IT IS FURTHER ORDERED that no right of alimony shall accrue to the Complainant from the Defendant in this proceeding by virtue of her express waiver thereof.

And it is Further Ordered, That the said Defendant, WILBUR BAUGHAN, pay the cost of this proceeding.

Herman M. Moser

By Order of the Supreme Bench of June 28th, 1933, 1% of all payments under this Order shall be deducted by the Probation Department on account of the costs of collection and disbursement.

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 25th day of July 1951

Henry J. Ripperger
Clerk Circuit Court of Baltimore City

"EXHIBIT NO. 2"

E Klawans
Examiner

8

REAL ESTATE CONTRACT OF SALE

BOOK 158 PAGE 139

This Agreement of Sale, made this 2nd day of March nineteen hundred and Sixty-four, between

Kasten Construction Company, Inc. Seller, and
Mary B. Baughan, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in 4th District of Anne Arundel County and Recorded among the Land Records of Anne Arundel Co. in Plat Book 31, Page 79 also known as lot 21 Block C (387 Jaybea Court) and improved b a "Somerset" type house. Subject to an annual ground rent of $180.00.

at and for the price of

SIXTEEN THOUSAND SEVEN HUNDRED FIFTY ---------- Dollars ($ 16,750.00)
TWENTY FIVE---------- 25.00
of which Dollars ($)
have been paid prior to the signing hereof, and the balance to be paid as follows: Cash at time of settlement. This contract is contingent upon the sale of the Buyers' property located at 5606 Patrick Henry Drive, Baltimore 25, Maryland. If sale of the above mentio ed property is not consumated in 90 days from the date of this contract, this contract shall be come null and void and all deposit monies returned to the Buyer.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time 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.

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.

WITNESS—AS TO SELLER'S SIGNATURE	John L. Kasten KASTEN CONSTRUCTION CO., INC. SELLER'S SIGNATURE	(SEAL)
WITNESS—AS TO SELLER'S SIGNATURE	SELLER'S SIGNATURE	(SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	Mary B. Baughan BUYER'S SIGNATURE	(SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE	(SEAL)

E. Klumous

9

"Exhibit No. 3"

MARY MARGARET BAUGHAN, et al	*	NO. 16,239 EQUITY
Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
GREGORY BAUGHAN, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	
*	*	*

O R D E R

Upon the foregoing Petition, it is ORDERED this 22nd day of April, 1964, by the Circuit Court for Anne Arundel County, in Equity, that S. Robert Levinson, 1707-1710 Court Square Building, Cor. Calvert & Lexington Sts., Baltimore 2, Maryland, be and he is hereby appointed Guardian ad litem for the Respondents, Gregory Baughan, Douglas Baughan and Bonnie Lee Baughan Apperson, Infants, and he is hereby directed appear and file his answer in behalf of said infants.

O Bowie Duckett
Judge

FILED
1964 APR 22 PM 3:47

10

MARY MARGARET BAUGHAN, et al	*	NO. 16,239 EQUITY
Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
GREGORY BAUGHAN, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	

* * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Mary Margaret Baughan, et al, by William W. Townshend, Jr. and William E. Kirk, their solicitors, respectfully represents:

1. That the infant respondents have been duly summoned.

2. That said infant respondents have no legal guardian.

WHEREFORE, the Petitioners pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant respondents, and suggests that S. Robert Levinson, 1707-1710 Court Square Building, Cor. Calvert & Lexington Sts., Baltimore 2, Maryland, who has no interest whatsoever in this case, be appointed Guardian ad litem.

Respectfully submitted,
TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk,
Solicitors for Complainants

1984 APR 22 PM 12:03

MARY MARGARET BAUGHAN, et al	*	NO.16,239 EQUITY
Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
GREGORY BAUGHAN, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	
*	*	*

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of S. Robert Levinson, Guardian *ad litem* for the infant respondents in the above cause respectfully represents unto your Honors,

These Respondents being infants under 21 years of age can neither admit nor deny the allegation set forth in said Bill of Complaint, and therefore submit their rights to the protection of this Honorable Court.

AS, IN DUTY BOUND, ETC.

S. Robert Levinson

S. Robert Levinson, Guardian *ad litem* of Gregory Baughan, Douglas Baughan and Bonnie Lee Baughan Apperson, Infants.

FILED FILED
1984 APR 27 PM 2:33 1984 APR 27 PM 2:33

MARY MARGARET BAUGHAN, et al	*	NO. 16,239 EQUITY
Complainants	*	IN THE CIRCUIT COURT
VS.	*	FOR
GREGORY BAUGHAN, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	
*	*	*

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants in this cause respectfully show unto Your Honors:

That they desire to take testimony before one of the standing examiners of this Court to support the allegations of the Bill of Complaint filed in this cause. The Petitioners therefore pray Your Honors to pass an Order granting leave to the parties to take testimony in this cause.

Respectfully submitted,
TOWNSHEND AND KIRK

By: William E. Kirk
William E. Kirk
Solicitors for Complainants

O R D E R

Upon the foregoing Petition, it is this 28th day of April, 1964, ORDERED that the parties to this cause have leave to take testimony as prayed before any one of the standing examiners of this Court.

Judge

FILED
1964 APR 28 AM 11:20

13

Examiner has cancelled K.

D

MARY MARGARET BAUGHAN, et al	*	NO. 16,239 EQUITY
Plaintiffs	*	IN THE CIRCUIT COURT
VS	*	FOR
GREGORY BAUGHAN, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * *

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

For answer, the defendant, Bonnie Lee Baughan Apperson, in proper person respectfully states:

1. That since the filing of the above proceedings and the appointment of S. Robert Levinson as my guardian ad litem I have reached the age of 21 years, namely, on the 11th day of October, 1964.

2. That I admit all of the allegations in the Bill of Complaint with the exception that I am no longer an infant.

3. That I am fully aware of the plans of my mother, Mary Margaret Baughan, to sell the property known as No. 5606 Patrick Henry Drive and to purchase the property known as 387 Jaybea Court, Glen Burnie Park, and do fully consent and agree thereto.

4. That I believe that such a transaction will increase the value of my interest in the estate.

5. That I will rely on this Honorable Court to protect my interest in said property.

WHEREFORE, having fully answered the Bill of Complaint, I respectfully request to be dismissed with proper costs.

Bonnie Lee Baughan Apperson

Bonnie Lee Baughan Apperson

FILED

1964 NOV -2 AM 10: 29

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31 day of October 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bonnie Lee Baughan Apperson and made oath in due form of law that the matters and facts stated in the aforegoing Answer are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

MARY MARGARET BAUGHAN, etal	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS *	*	FOR
GREGORY BAUGHAN, etal	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #16,239

* *

TESTIMONY ON BEHALF OF THE COMPLAINANTS

OCTOBER 7, 1964

Present:

William E. Kirk, Esq., Solicitor for Complainants

S. Robert Levinson, Guardian ad litem of Gregory Baughan, Douglas Baughan and Bonnie Lee Baughan Apperson, Infants

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Mary Margaret Baughan, pages 2 - 7

T. Carroll Worthington, pages 8 - 10

Fred E. Voges, pages 11 - 12

FILED
1964 NOV 10 PM 12: 38

(NOTICE OF TAKING OF TESTIMONY FILED AS EXAMINER'S EXHIBIT "A")

MARY M. BAUGHAN, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Kirk)

1 Would you state your name, address and occupation?

A Mary M. Baughan, 5606 Patrick Henry Drive. I do clerical work.

2 Now you are the (strike that) Would you tell us who Aubrey Apperson is?

A That is my son-in-law.

3 And to whom is he married?

A My daughter, Bonnie Lee.

(Mr. Klawans)

4 Are they both over 21?

A My daughter will be 21, October 11th, next Sunday, and my son-in-law is over 21.

(Mr. Kirk)

5 Now Gregory Baughan, who is he?

A My son, he is 17.

6 And Douglas Baughan?

A He is my son. He is 15.

7 Do you have any other children?

A No.

8 Now you are the life tenant of the property known as 5606 Patrick Henry Drive?

A Right.

9 And your three children, just named, are the remaindermen in that?

A Right.

10 Now I hand you a copy of a deed --

KIRK: Offered deed dated January 13,1951 from Elise Thomas (Unmarried) to Mary Margaret

Baughan, for life, remainder to her three children, recorded among the Land Records of Anne Arundel County in Liber JHH 688 Folio 544, Exhibit #1.

(DEED RECORDED AMONG THE LAND RECORDS IN LIBER JHH 688 FOLIO 544 FILED AND MARKED AS EXAMINER'S EXHIBIT #1)

11 Now are you presently married?

A No.

12 When were you divorced?

A It was in July.

13 Is this a copy of your divorce decree?

A Yes.

(DIVORCE DECREE FILED AND MARKED AS EXAMINER'S EXHIBIT #2)

14 And you have not remarried?

A No, I haven't.

15 Now is it your desire to sell the property 5606 Patrick Henry Drive?

A Right.

16 And purchase a home in Glen Burnie Park?

A Right.

17 And use the funds from the sale of 5606 Patrick Henry Drive as a partial purchase money of the Glen Burnie Park property?

A That is right.

18 Now I wonder if you would identify Exhibit #3, which purports to be a contract between yourself and Kasten Construction Company for a house in Glen Burnie Park at and for the price of $16,750.00 with an annual ground rent for $180.00?

A Yes, that is the contract.

19 This is the contract you entered into?

18

A Yes.

20 For this stated purpose?

A Right.

(AGREEMENT OF SALE DATED 2nd day of MARCH, 1964 FILED AND MARKED AS EXAMINER'S EXHIBIT #3)

21 Now I hand you one more exhibit, it is a contract of sale for 5606 Patrick Henry Drive which you have signed with Emmette Martin Irvine and Betty Louise Irvine at and for the price of $12,900.00, is this acopy of that contract?

A Yes.

(CONTRACT OF SALE DATED SEPTEMBER 9, 1964 FILED AND MARKED AS EXAMINER'S EXHIBIT #4)

22 Now Mrs. Baughan, I wonder if you can tell us -- have you discussed this purchase and this change with your three children?

A Oh, yes.

23 And they are fully aware of what your intentions are?

A Yes.

24 And why do you want to make this change?

A Mostly better environment for the children.

25 What are some of the circumstances that have been occurring around your present home that make you want to change?

A Well, I think the property needs considerable repairs. And we have been having problems for years with teenagers in that vicinity. We have had automobile parts stolen from my car. In fact, one evening they hacksawed my entire motor out. And more recently when I was on vacation this year there was an attempted break-in by teenagers. Of course the Ferndale Police Station were notified in both of these cases.

26 And this home in Glen Burnie Park, this is in a better neighborhood

then you have been?

A Yes.

27 And the Glen Burnie Park home is also a more expensive home, is it not?

A Yes.

28 A better home?

A Yes sir.

29 And two of your children -- the younger two children are living at home with you?

A Oh, yes, the two boys.

30 Now your older daughter, is she in agreement with this change?

A Oh, yes.

31 She does not live at home, does she?

A No.

32 How will you finance this purchase? I mean, the purchase price will be greater than the sale price of 5606 Patrick Henry Drive?

A Well, by my income. My salary is $120 a week and then I receive $15.00 a week for the two boys from the Probation Department and then I am treasurer of our credit union. My monthly salary is $150.00.

33 And you plan to obtain a purchase money mortgage for the balance of the purchase price of the Glen Burnie Park property?

A I am sorry. I didn't understand you.

34 Is it your plan to obtain a mortgage on the Glen Burnie property for the balance for the purchase money?

A Right.

35 And in what amount would that mortgage be?

A At present, I would say in the vicinity of $7500.

20

(Mr. Klawans)

36 And amortized over what period or how much a month,about?

A Kasten Realty, when I questioned about monthly payments on the mortgage they had said 20 years, I believe it was around $95 a month.

37 And what does that include?

A That included the expenses, principal, interest and expenses.

38 And that would be taxes?

A Taxes, yes, all included.

39 And the salaries that you mentioned,are those your take home pay?

A All but the one would be. Probably my take home pay from where I am employed would be in the vicinity of $100 or a $105 a week.

40 And you propose to keep up this mortgage out of your own income?

A Yes.

(Mr. Kirk)

41 So that the advantage to your daughter, would be that her life interest in the property would appreciate over the years as you paid off themortgage?

A Right.

42 None of the children have any income do they, of their own?

A My one son,he is working part time after school.

(Mr. Klawans)

43 No sizeable income?

A No.

(Mr. Kirk)

44 You have no financial responsibilities to your daughter at this time do you?

A Oh no.

45 Her husband supports her?

A Oh yes.

46 And does she contribute at all to your family?

A No.

(Mr. Klawans)

47 Do you consider this to be to the benefit and advantage of the children?

A Yes, I think so.

48 And that they will have a property in better condition and better home and in a better neighborhood?

A That is right.

49 Is there anything else you wish to state?

A I don't believe so. Ithink everything has been said.

22

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]

T. CARROLL WORTHINGTON, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Kirk)

1 State your name, occupation and address?

A T. Carroll Worthington, Realtor, Towns-Worth Building, Annapolis, Maryland.

2 How long have you been a realtor in Anne Arundel County?

A Since 1923.

3 Could you give us a few of your representative clients?

A United States Government, State of Maryland, State Roads Commission, Anne Arundel County Commissioners, City of Annapolis, banks, building associations.

4 Are you familiar with the real estate values in the area of Patrick Henry Drive?

A I am.

5 And in the area of Glen Burnie Park?

A I am.

6 Now have you looked at the property called 5606 Patrick Henry Drive?

A I looked at that on May 6th.

7 And would you describe that property?

A The property is lot 55 x 125, fenced in with a chain link fence; very well planted. It is one-story, abestos shingle, composition roof, with a living room, kitchen, three bedroom and bath, full basement, hot-air oil fired furnance, storm windows and doors.

8 And what, in your opinion, would be a fair market value of this property?

A In my opinion the fair market value of that property is $11,220.00.

9 I show you Exhibit #4, which is a contract of sale, for 5606 Patrick

24

Henry at and for the price of $12,900. In your opinion, would that be a fair and adequate price for this property?

A I think that is more than fair.

10 Now have you had an opportunity to look at the property in Glen Burnie Park?

A Yes, I looked at that same property the same day.

11 The property that you are referring to is the property in the contract marked exhibit 3?

A That is right. That is the property.

12 And I wonder if you could describe that property?is

A That property is known as Lot 21, Block C, of Glen Burnie Park. It is 387 Jay Bea Court, 4th District of Anne Arundel County. It has a ground rental of $180.00. The dwelling is a split level. It contains a family room, bedroom and lavatory on the first level; living room and kitchen on the next level and three bedrooms and bath on the next level. The floors are hardwood. The walls are drywall. It is one-half basement, hot-water baseboard heat and gas fired furnance.

13 Would you say the price of $16,750.00,leasehold, is a fair and reasonable price?

A I'd say it is. My appraisal was $16,920.

14 In your opinion, is the Glen Burnie Park a better neighborhood for a long pull?

A Much better neighborhood.

15 In other words, it would be reasonable to expect that the value of the property would retain its value for a longer period there than 5606 Patrick Henry Drive?

A I would say so.

(PHOTOCOPY OF LETTER DATED SEPTEMBER 6, 1963 FROM THE KASTEN

CONSTRUCTION CO., INC. TO ROBERT LEVINSON, ESQUIRE FILED AND MARKED AS EXAMINER'S EXHIBIT #5)

(Mr. Kirk)

16 Mr. Worthington, assuming that Mrs. Baughan receives a net of $10,000 from the sale of 5606 Patrick Henry Drive, what would her mortgage payments be on approximately a $7500 mortgage on this property over a 15 year period?

A Well, $7500, 15 years at 5½%, principal and interest payment per month would be $61.29 and then you would have the ground rent which would be about $15.00/or $880 a year and then 1/12 of each monthly payment -- you would have to have 1/12 of the taxes and insurance.

17 In your opinion, would that run much of over a hundred dollars a month?

A I would say not.

18 Having viewed the property and knowing the approximate purchase price, is it your opinion that it would be any difficulty in obtaining a mortgage under these terms?

A It shouldn't be any trouble.

(LETTER DATED SEPTEMBER 6, 1963 FROM TITLE GUARANTEE COMPANY TO S. ROBERT LEVINSON, ESQ. FILED AND MARKED AS EXAMINER'S EXHIBIT #6)

2.6

QUESTION BY THE EXAMINER:

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

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

Answer N.

Signature

FRED E, VOGES, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Kirk)

1 Would you state your name,occupation and address?

A Fred E. Voges, Realtor, 4 Church Circle, Annapolis, Maryland.

2 And would you state your qualifications?

A I have been a regular appraiser for two of the building and loans here in Annapolis for over 20 years. I have appraised for the United States Government, County Commissioners, City of Annapolis, I believe most of the attorneys in Annapolis.

3 Are you familiar with the property that is known as 5606 Patrick Henry Drive in Anne Arundel County?

A I am.

4 Are you familiar with the real estate values in that area?

A I am.

5 When did you view that property?

A May 6, 1964 with Mr. Worthington.

6 And was the property substantially as described by Mr. Worthington?

A Yes, it was a very close description of it.

7 You heard that testimony?

A Yes, I did.

8 What, in your opinion, is the fair market value of that property?

A In my opinion, the fair market value of that property, as of the date of inspection, was $11,220, that is in fee simple.

9 And what is your opinion of the price obtained under the contract marked Exhibit #4 for that property, $12,900.?

A I think $12,900 is a very good price for the property.

10 And are you also familiar with the property in Glen Burnie Park, which has been testified to?

28

A I am. I inspected that the same day that I inspected the Roland Terrace property.

11 And that is substantially as described by Mr. Worthington?

A Yes, it is.

12 And what isyour opinion of that fair market value of that property?

A My appraisal of that property on the same date was $16,920.00 subject to a ground rent of $180.00.

13 In your opinion, would the interest of the infants in this case be benefited by the sale of one property and the purchase of the second property?

A I believe they would. The first property is, I believe, over 12 years old. And the second property wasjust completed before we looked at it and I think the neighborhood is substantially better inthe second case than it is in the first case. It is a new development and it is being laid out in a little more substanial way than the other one. And I believe it is an improvement over the first one.

14 You heard Mr. Worthington testify as to probable expenses of the mortgage, purchase money mortgage, for the Glen Burnie Park property?

A Yes.

15 In your opinion, as an appraiser for two building and loan associations, would there be any difficulty in obtaining this loan?

A I would certainly say not.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Fred E. Vogas

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 ~~October~~ November, 1964

Emanuel Klawans (SEAL)
Examiner
Emanuel Klawans

E. K. ~~$25.00~~ 30.00

C. T. $12.00 Pd.

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

WILLIAM E. KIRK
ASSOCIATE

COLONIAL 3-4546

September 30, 1964

S. Robert Levinson, Esq.
Attorney at Law
1707-10 Court Square Building
Corner Calvert & Lexington Sts.
Baltimore 2, Maryland

Re: Baughan vs Baughan - No. 16,239 Equity
Circuit Court for Anne Arundel County

Dear Mr. Levinson:

Please be advised that testimony in the above case has been set for Wednesday, October 7, 1964 at 9:30 a.m. before one of the standing examiners for Anne Arundel County, in the Court Stenographer's office in the Circuit Court for Anne Arundel County in Annapolis.

Very truly yours,

William E. Kirk

WBK:ed
cc: Aubrey Apperson
119 W. 8th Ave.
Baltimore 25, Md.

Bonnie Lee Apperson
119 W. 8th Ave.
Baltimore 25, Md.

Gregory Baughan
c/o Mrs. Mary Margaret Baughan
5606 Patrick Henry Drive
Baltimore 25, Md.

Douglas Baughan
c/o Mrs. Mary Margaret Baughan
5606 Patrick Henry Drive
Baltimore 25, Md.

Exh. A
E. Mawans, Examiner

32

BOOK 158 PAGE 163

1/1/64

Contract of Sale

Approved by the Maryland Association of Real Estate Boards

This Agreement of Sale, made this 9th day of September, 1964, by and between *Note, Seller, whose address is ..... and Emmette Martin Irvine and Betty Louise Irvine, his wife, Purchaser, whose address is 4107 Mariban Court, Baltimore 25, Maryland.

Witnesseth, that the Seller does hereby bargain and sell unto the said Purchaser, and the latter does hereby purchase from the former, the following described property, situate in Anne Arundel County, Baltimore 25, Maryland. As recorded in the Land Records of Anne Arundel County - Plat book 31 - page 79 - 4th district - lot 21-C - (387-Jay Bea Court) Liber 688 page 544 later info in deed liber JHH #362 folio 169. Lot size approx.55' x 125'. viz:

*Seller - Mary Margaret Baughan, individually and as guardian ~~ad litem~~ of Gregory Baughan, Douglas Baughan, and Bonnie Lee Baughan Apperson, infants and ~~S. Robert Levinson, Trustee~~, subject to the order of the Circuit Court of Anne Arundel County in the pending proceedings in case #16,239.

with improvements thereon known as 5606 Patrick Henry Drive, Baltimore 25, Maryland (including heating, plumbing and lighting fixtures, stove and ~~refrigerator~~, ~~XXXXXX~~, screens, storm doors and windows, ~~XXXXXXXXXXXXXXXXXX~~ ~~Venetian blinds~~, shades, oil burner, kitchen cabinet, living room carpet, and all trees, shrubs and plants: as now installed on the premises, except as follows: .....)

at and for the price of Twelve thousand-nine hundred and no/100 (FEE SIMPLE) Dollars ($12,900.00), of which Four-hundred and no/100 Dollars ($400.00) have been paid in the form of Check to Kristiansen Realty Company prior to the signing hereof, and the balance to be paid as follows: The balance of Twelve Thousand-Five Hundred Dollars ($12,500.00) to be obtained by way of an F.H.A. insured mortgage loan to be amortized over a period of thirty years (30) at the prevailing rate of interest. Said financing to be obtained by either Buyer or Broker. In the event said financing cannot be obtained this contract shall be declared null and void and all deposit monies returned to Buyer.

The Buyer understands he will be charged a 1% maximum origination fee on this loan by the lending institution and if necessary the Seller agrees to pay a maximum 1% of the mortgage to the lending institution to assist Buyer in securing the required loan. Seller also agrees to pay Four hundred dollars ($400.00) towards the Buyers settlement fees and Buyer agrees to pay the balance.

(Over)

33

Elk 4
Eff Irvine

Settlement to be on or before ninety days.

And upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurances shall be executed at the Purchaser's expense by the Seller, which shall convey the property to the Purchaser. 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 subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

If the Purchaser shall fail to make settlement as herein agreed, the deposit herein provided for may be forfeited at the option of the Seller; in the event of any such forfeiture of the deposit, the Realtor shall be entitled to one-half thereof as a compensation for his services, said amount not to exceed the amount of the full commission, as hereafter specified.

Ground rent, rent, water rent, taxes (including Metropolitan District or County Sanitary Commission charges for sewer and water, if any) and all other public charges on an annual basis against the premises shall be apportioned as of date of settlement, at which time possession shall be given, unless otherwise agreed upon herein. Cost of all documentary stamps required by law, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

It is agreed that the Seller shall cause the fire and casualty insurance policies now in force on the above described property to be endorsed at once so as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this contract; the amount of fire insurance now in effect is $..... The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns; that this contract contains the final and entire agreement between the parties hereto, and that they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained; time being of the essence of this agreement.

The Seller recognizes Kristiansen Realty Company as the Realtor negotiating this contract and agrees to pay to said Realtor a brokerage fee for services rendered amounting to 6 % of the sales price, plus one-half of the amount of the annual ground rent, if any; and the party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay same to Realtor. The entire deposit shall be held by the Realtor as agent for Seller in a special agency account until settlement hereunder is made.

Witness the hands and seals of the parties hereto the day and year first above written.

Executed in Anne Arundel County, Maryland

Charles J. D. Guardo
Witness — As to Seller's Signature

Mary Margaret Baughan
Mary Margaret Baughan, Guardian (SEAL)
Seller's Signature

Charles J. D. Guardo
Witness — As to Seller's Signature

S. Robert Levinson, Trustee (SEAL)
Seller's Signature

Witness — As to Buyer's Signature

Emmette Martin Irvine (SEAL)
Buyer's Signature

Stanley Kristiansen as to both
Witness — As to Buyer's Signature

Betty L. Irvine (SEAL)
Buyer's Signature

BOOK 158 PAGE 165

SUPPLEMENT TO THE SALES CONTRACT

September 9, 1964
Date of Contract

"It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than $12,900.00, which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller."

"The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner."

Mary Margaret Baughan
Mary Margaret Baughan, Guardian Seller

S. Robert Levinson
S. Robert Levinson, Trustee Seller

Annette McArthur Irelan Buyer

Betty L. Irelan Buyer

Date

52 RA
54

THE TITLE GUARANTEE COMPANY
TITLE BUILDING
ST. PAUL & LEXINGTON STREETS
BALTIMORE-2-MD.

September 6th, 1963

S. Robert Levinson, Esq.
1710 Court Square Building
Baltimore 2, Maryland

Re: No. 5606 Patrick Henry Drive - Baughan

C
O
P
Y

Dear Judge:

We have considered the matter of disposition of the above property which you discussed with the writer yesterday.

We understand the title to be vested, per Deed 688/544, in Mary Margaret Baughan for life (no powers), remainder to her three children Bonnie Lee, Gregory and Douglas, two of whom are infants. It is the desire of Mrs. Baughan to sell the present home and purchase another for herself and children.

We could guarantee title to the purchaser of the present home if a proceedings were conducted under the Act of 1868 (Art. 16, Sec. 167) which provides for the sale of property held by life tenants and remaindermen and reinvestment of the proceeds to inure in like manner as the original grant. This proceeding would appear to be more satisfactory to accomplish the purpose than a case for sale of the infant remaindermen's interest as it could cover the entire interests in the property and authorise the reinvestment in like manner of the proceeds. The proof required is that the sale is advantageous to all parties. The Court could appoint a trustee to sell the entire property and then by petition authorise the investment of the proceeds in a new home and direct the trustee to execute the necessary purchase money mortgage on behalf of the infants.

We would recommend William Kirk, Attorney, Towns-Worth Building, Annapolis, to assist you in filing said proceedings.

Eth 6 E/Clawans
E/Lamm

35

Page No. 2 - To: S. Robert Levinson, Esq. - To: 9/6/63

If we can be of further assistance in this matter, please advise.

Very truly yours,

Paul L. Plack
Vice President

PLP:ac

Office:
SOuthfield 1-3768

THE KASTEN CONSTRUCTION CO., INC.

BOOK 158 PAGE 167

P. O. Box 274
Glen Burnie, Maryland

March 2, 1964

Robert Levinson, Esquire
1710 Court Square Bldg.
Baltimore 2, Maryland

Dear Sir:

Enclosed are the contracts that involve your client Mary B. Baughan in a possible purchase of a home in Glen Burnie Park, Glen Burnie, Maryland.

If we assume a $10,000.00 down payment as a result of the sale of the Brooklyn property, Mrs Baugham's obligation would be as follows on a 5¾%, 20 yr. mortgage of $6,750.00

Principal and interest	$ 45.50
Taxes	23.35
Water & Sewer Ass.	5.00
Insurance (Fire)	4.00
Ground Rent	15.00
TOTAL MONTHLY PAYMENT	$ 92.85

If this meets with your approval, kindly have Mrs. Baughan sign all copies with witness and return to Kasten Construction Company, P.O. Box 274, Glen Burnie, Maryland with her check for $25.00. I will then affix the Company signature and seal and return to your office.

Sincerely

J. Campbell Simpson

J. Campbell Simpson
Sales Dept.
So. 1-3768

JCS:ml
encl

37

MARY M. BAUGHAN, ET AL, : No. 16,239 Equity

Plaintiffs, In The Circuit Court For

v Anne Arundel County.

:

GREGORY BAUGHAN, AN INFANT, ET AL,

Defendants. :

REPORT OF MASTER IN CHANCERY

Mary M. Baughan holds a present life estate in No. 5606 Patrick Henry Drive, Roland Terrace, Anne Arundel County, Maryland. Her three children have vested remainders in fee simple. Two of the children are minors, 17 and 15 years of age.

On 3/2/64, Mary M. Baughan entered a written contract to purchase premises No. 387 Jaybea Court, Glenburnie Park, Anne Arundel County, Maryland, from Kasten Construction Company, Inc., for $16,750.00, subject to $180.00 annual groundrent. The contract was made contingent upon a sale of No. 5606 Patrick Henry Drive. She paid $25 deposit. If settlement were not made within 90 days the contract was to become void and the deposit refunded. However, it seems that vendor is still ready to perform the contract.

On 9/9/64, Mary M. Baughan, individually and as guardian of her children, contracted to sell No. 5606 Patrick Henry Drive to Emmett Irvine and Betty L. Irvine, his wife, for $12,900.00, of which $400 deposit was paid. The buyers may elect to avoid the contract and receive back the deposit if they cannot obtain an FHA mortgage. Sellers must deliver a certificate that the property is worth not less than $12,900.00 for purpose of mortgage insurance. A broker is to receive 6% commission. Settlement was to be made within 90 days, but it seems that the buyers are still willing to perform the contract.

FILED 1964 NOV 17 PM 1:56

Mary M. Baughan seeks ratification of the contract for sale of Patrick Henry Drive, and application of the proceeds upon the purchase price of 387 Jaybea Court, and appointment of a trustee to execute a mortgage on behalf of the minors for the unpaid balance of the purchase price of the latter property. Her daughter has become of age during this action and the daughter and her husband consent to the reliefs prayed. Process has been duly served upon the other two minors and their parent and custodian; a guardian ad litem for them has been appointed and has filed the usual answer submitting their rights to protection of the Court.

38

Mary M. Baughan testifies that the house at No. 5606 Patrick Henry Drive needs considerable repairs; that for years they have had problems with teenagers in that neighborhood; that parts have been taken from her car, and the entire engine hacksawed out; that breakins have been attempted. She further testifies that 387 Jaybea Court is in a much better neighborhood; its house is new, and better than the other. She testifies that she is employed at gross pay of $120 per week, about $100 per week take home pay, and also has other employment at $150 per month take home pay, and also receives $15 per week for support of the two minors. An estimate was filed in testimony showing the mortgage to be for $6,750.00, and that payments of $92.85 per month would cover payments on principal, interest, groundrent, taxes, sewer, water, insurance. However, the solicitor for plaintiff now estimates that the mortgage would have to be for about $8,000. Nevertheless, mortgage payments would seem to be within the means of the plaintiff.

Carroll Worthington and Fred Voges, realtors, testify that the value of 5606 Patrick Henry Drive is $11,220.00, so that the contracted sales price of $12,900.00 appears to be a good price. This presents a question whether the purchasers will waive the condition that seller furnish written appraisal of $12,900 value for the property. Such waiver is necessary before the Court should ratify this contract for sale of this realty.

The said realtors value 387 Jaybea Court at $16,920.00, so that the contract price of $16,750 seems fair. This value is placed by the realtors upon the leasehold estate, subject to the ground rent.

CONCLUSIONS

Art. 16 sec. 167 empowers the Court to order sale of realty held by a life tenant and remaindermen, if sale appears "advantageous to the parties concerned", and to "direct the investment of the proceeds of sale or the limitations of the reversion and rent, as the case may be, so as to enure in like manner as by the original grant to the use of the same parties who would be entitled to the land sold" etc.

The contract for sale of No. 5606 Patrick Henry Drive appears to be advantageous to the parties in title, as the sales price substantially exceeds the present market value of the property, the house needs considerable repairs, and the neighborhood is undesireable. However, the Court ought not ratify the contract without ascertaining that its condition that sellers furnish written appraisal of $12,900 value of the property, has been waived, in view of the appraisal at $11,220.00.

Sec. 167 does not expressly authorize the Court to confirm a private contract of sale. The rule appears to be that in absence of statutory restriction, an equity court may order a private sale if that be for the best interests of the parties.

50 CJS Judicial Sales sec. 16 at p. 601
Copeland v Giles (Ala 1960) 123 So 2d 147 citing Daniel's Chancery Practice.

The testimonies of Mr. Worthington and Mr. Voges indicates that a public auction is not likely to produce as high a price as has been contracted, if it produces any sale at all.

2.

The proposed application of the net proceeds of sale of 5606 Patrick Henry Drive upon the purchase price of the leasehold estate in 387 Jaybea Court would effectuate the legislative direction that the proceeds be invested, in such manner that the parties have the same relative estates as under the original grant, and would allow the mother to carry out what she believes to be best for herself and her children. The minors would have like estates as now, in a new, modern, better home, in a neighborhood in which value of the property is likely to be maintained longer. Their estates, and that of the mother, would be subjected to a mortgage debt of about $8,000; which is partly set off by the fact that the newly acquired property is worth $5,700 more than the other, and by the fact that the mother is likely to pay off much of the mortgage in course of time so that the minors will have better property at no cost to themselves. On the whole the relief prayed should be granted.

Art. 16 sec. 53 empowers the Court to direct a mortgage of property of infants for specified purposes which do not include purchase of other property. The rule appears to be that an equity court cannot direct execution of a mortgage of property of minors unless authority to do so is conferred by statute, and can only do so in the instances stated in the statute, and a mortgage for other purpose than those stated in the statute would be void and subject to collateral attack.

43 CJS Infants p. 158 sec. 68
Midgely v Ralls (Ala 1937) 176 So 799,804
Warren v Union Bank (NY) 51 NE 1036, 1040

However, sec. 168 empowers the courts to authorize a mortgage of property of infants generally, when it appears advantages to the parties. It is believed that this section may be applied here to authorize the mortgage.

40

7/10/64 The testimony was filed.

7/23/64 The case will be ready for decree. The decree submitted herewith is recommended, provided something be filed in the record to show that the condition of the contract for sale of 5606 Patrick Henry Drive, that seller furnish written appraisal that the property is worth $12,900, has been eliminated.

Master In Chancery

Emanuel Klawans

BOOK 158 PAGE 172

WEAVER BROS • INC

Realtors - Mortgage Bankers

MORTGAGE LOAN CORRESPONDENT METROPOLITAN LIFE INSURANCE COMPANY

BALTIMORE, MD. 21202

100 ST. PAUL STREET
TELEPHONE 727-8181

Mr. William E. Kirk, Attorney at Law
South Street
Annapolis, Maryland

Re: 5606 Patrick Henry Drive - Irvine
Anne Arundel County, Md.

Dear Mr. Kirk:

We are enclosing herewith a copy of the FHA Conditional Commitment on the captioned property which indicates the FHA Valuation as $12,900.00 In Fee Simple.

We trust you will find everything satisfactory.

Very truly yours,

Weaver Bros.,Inc.

Evelyn W. Comstock

(Mrs.) Evelyn W. Comstock
Mortgage Dept.

ewc

Enclosure

Mr Clerk:
Please file
E. Clowers
Examiner

FILED

1964 NOV 17 PM 1:56

42

bs

FHA Form No. 2007
Rev. 8/62

Federal Housing Administration

BOOK 158 PAGE 173

COMMITMENT FOR INSURANCE

Section o. e National Housing Act: 203

FHA Case Number: 241-017790-203

Property Address (Street and Number, or Lot and Block, City and State)

5606 Patrick Henry Drive, Anne Arundel County, Maryland

Lender's Loan No.

Date of this Commitment: September 23, 1964

Mortgagee (Name and Address, City and State)

Weaver Bros. Inc. of Maryland
95 Aquahart Road
Glen Burnie, Maryland

FHA VALUATION → FEE $ 12,900.00 LEASEHOLD $ --

Federal Housing Commissioner, by: *(Authorized Agent)*

Located At: Baltimore, Maryland

Your application identified by the case number above has been examined. The Commissioner hereby issues to you a commitment for insurance of a mortgage described in the Schedule below in accordance with the terms of General Provisions on the reverse hereof and subject to the specific conditions checked or listed below.

This commitment shall become null and void after the expiration date shown here. → Expiration Date: March 23, 1965

If this date is an FHA non-workday, it shall be construed to mean the next succeeding workday.

☐ Firm Commitment containing General Provisions TWO and THREE

☒ Conditional Commitment containing General Provisions ONE and THREE

☐ Firm Commitment with Additional Provision containing General Provisions ONE and THREE

SCHEDULE

Dwelling Units	Insurable Loan	Interest Rate per Annum	No. Equal Monthly Installments including Principal and Interest:	Estd. Market Price of Equivalent Site +	Mortgagors
1	$ 12,500.00	%	360 $	$	

ADDITIONAL PROVISION A Firm Commitment to Insure a mortgage not to exceed principal amount and Amortization Period shown will be issued by the Commissioner to you in lieu of this Commitment provided General Provision ONE on the reverse is met.

Principal Amount $ Mortgage Term Yrs.

SPECIFIC CONDITIONS

Date of Mortgage Insurance Approval

The date of beginning of construction will be or was subsequent to approval for mortgage insurance on the date indicated here.

☒ The Mortgagor will be the owner and occupant of the mortgaged property at the time of endorsement for Insurance.

Execution of Form 2544, Builder's Warranty.

Execution of Form 2573 by the Health Authority indicating approval of the water supply and/or sewage disposal installation. (Approval by letter or Health Authority Form may be used.)

☒ Mortgagors acknowledge on the reverse hereof, as part of the mortgaged property, and as fully paid for, the following easily removable real estate items.

Range

Subdivision requirements, Nos.

Subdivision Report for (Name of Subdivision)

Date of Subdivision Report

COMPLIANCE INSPECTIONS

The Mortgagee will request this office to make compliance inspections indicated below, when the construction is about to reach the stage described allowing time for delivery of request and for Inspector's travel.

FIRST: Excavation completed and forms ready for footing and foundations.

FIRST: Foundations completed and ready for backfilling.

FIRST: Other

FIRST INTERMEDIATE:

SECOND: Building(s) enclosed roofed, structural framing completed and exposed, roughing-in of heating, plumbing, electrical work, installed and visible.

SECOND INTERMEDIATE:

THIRD: Building improvements thoroughly completed and ready for occupancy. →

REPAIR: Repairs proposed in the application and those specified below have been completed.

NOTE: Arrange for Inspector's admission. If home is occupied, Mortgagor or his representative must be present.

Monthly Maintenance and Repair $13.00
Monthly Heating and Utilities $27.00

MARY MARGARET BAUGHAN, Divorced, and MARY MARGARET BAUGHAN, Mother and Next of Friend of Gregory Baughan and Douglas Baughan, Infants 5606 Patrick Henry Drive Baltimore 25, Maryland	*	IN THE
and	*	CIRCUIT COURT
AUBREY APPERSON, Husband and next of Friend of Bonnie Lee Baughan Apperson, Infant, 119 W. 8th Ave. Baltimore 25, Maryland	*	FOR
Plaintiffs	*	ANNE ARUNDEL COUNTY
vs.	*	NO. 16,239 EQUITY
GREGORY BAUGHAN, Infant, by Mary Margaret Baughan, Mother and next of Friend of Gregory Baughan 5606 Patrick Henry Drive Baltimore 25, Maryland	*	
and	*	
DOUGLAS BAUGHAN, Infant, by Mary Margaret Baughan, Mother and Next of Friend of Douglas Baughan 5606 Patrick Henry Drive Baltimore 25, Maryland	*	
and	*	
BONNIE LEE BAUGHAN APPERSON Infant by Aubrey Apperson, husband and Next of Friend of Bonnie Lee Baughan Apperson 119 W. 8th Avenue Baltimore 25, Maryland	*	
Defendants	*	

****

MR. CLERK:

The undersigned hereby waives the ten day rule.

S. Robert Levinson
S. Robert Levinson
Guardian ad litem for Douglas Baughan and Gregory Baughan, Infants

CONSENT

We, the undersigned, hereby consent to the waive of the ten day rule.

Aubrey Apperson
Aubrey Apperson

Bonnie Lee Baughan Apperson
Bonnie Lee Baughan Apperson

FILED

1964 NOV 17 PM 1:57

BOOK 158 PAGE 175

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 10 day of November, 1964, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland, aforesaid, personally appeared Aubrey Apperson and Bonnie Lee Baughan Apperson, and made oath in due form of the law that the aforegoing is true and correct to the best of their knowledge, belief and information.

AS WITNESS my hand and Notarial Seal.

Notary Public

MARY MARGARET BAUGHAN, etal	*	NO. 16,239 EQUITY
Plaintiffs	*	IN THE CIRCUIT COURT
VS.	*	FOR
GREGORY BAUGHAN etal	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * *

C O N S E N T

The undersigned hereby consents to the waive of the ten day rule.

TOWNSHEND AND KIRK

By: William E. Kirk

William E. Kirk
Attorneys for Plaintiffs

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1964 NOV 17 PM 1:57

MARY MARGARET BAUGHAN, Et al	*	NO. 16,239 EQUITY
Plaintiffs	*	IN THE
VS	*	CIRCUIT COURT
GREGORY BAUGHAN, An Infant, Et al,	*	FOR
	*	ANNE ARUNDEL COUNTY
Defendants	*	
*	*	*

D E C R E E

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

It is thereupon, this 18 day of November, 1964, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:-

1. That the contract mentioned in these proceedings, for the sale of premises known as No. 5606 Patrick Henry Drive, Baltimore 25, Maryland, is found to be advantageous to the parties to this cause, and is hereby ratified and confirmed.

2. That the contract mentioned in these proceedings for the purchase of the premises known as 387 Jaybea Court, Glen Burnie, Maryland, and the execution of a purchase money mortgage thereon as is hereinafter provided is found to be advantageous to the parties to this cause and is hereby ratified and confirmed, provided that title to this property be in the name of Mary Margaret Baughan for her lifetime, remainder in her three children, Bonnie Lee Baughan (now Apperson,) Gregory Baughan and Douglas Baughan, as owner in common with equal shares.

3. That S. Robert Levinson is appointed trustee to make said sale, and the course and manner of his proceedings shall be as follows:- He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by the Clerk of this Court, in the penalty of

twelve thousand nine hundred dollars ($12,900.00), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises. He shall then proceed to make said sale and carry out said contract on behalf of all parties to this action in accordance with the terms of said contract; and upon receipt of the total sales price of twelve thousand nine hundred dollars ($12,900.00), less the commission to be paid to the sales broker entitled thereto, and less the amount required for clearing any existing liens or mortgages, and adjusted in accordance with the terms of said contract and any applicable provisions of law, and not before, the trustee shall, by good and sufficient deed to be executed, acknowledged and delivered according to law, convey to the purchasers, their heirs and assigns, all right, title, interest and estate, at law or equity, of all parties to this cause, plaintiffs and defendants, including all dower or courtesy rights of Aubrey Apperson, one of the plaintiffs, free, clear and discharged from all rights and claims of the parties to this cause.

4. The trustee shall deduct from the money arising from said sale and pay the costs of this proceeding, and any expenses that may be allowed by order of this Court including any fees of solicitor, and such commission to the trustee as may be allowed by this Court, and apply the residue of the proceeds of sale to the purchase of the leasehold interest in Lot 21, Block C, Glen Burnie Park, as shown on the Plat Records of Anne Arundel County, Maryland, in Plat Book 31 Page 79, known as No. 387 Jaybea Court, subject to an annual ground rent of one hundred and eighty dollars ($180.00), pursuant to the contract of purchase filed in this proceeding, provided, however, that this property be titled in the name of Mary Margaret Baughan for her lifetime, remainder in her three children, Bonnie Lee Baughan (now Apperson,) Gregory Baughan and Douglas Baughan, as owners in common of equal shares.

5. The said trustee is hereby authorized and directed to execute a first purchase money mortgage of said property known as 387 Jaybea Court on behalf of the minors, Gregory Baughan and Douglas Baughan, to The American National Building and Loan Association of Baltimore City, for the unpaid balance of the purchase price of said property not to exceed eight thousand dollars ($8,000.00) bearing interest at the rate of 5¼% per annum, amortized over a period of twenty-five years, the other terms of the mortgage to be the same as is in current use by said building and loan association.

Matthew S. Crown
Judge

Guardian &
Trustee's Bond

BOOK 12 PAGE 576

BOOK 158 PAGE 180
No. 16,237 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE S. Robert Levinson, 1710 Court Square Building, Baltimore, Maryland 21202 as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen thousand and No/100 ($13,000.00) - - - - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 12th day of November in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden S. Robert Levinson by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee & Guardian to sell certain property

mentioned in the proceedings in the case of Mary Margaret Baughan, et al, complainant

vs.

Gregory Baughan, Respondant

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN S. Robert Levinson 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

Barbara Berberich

S. Robert Levinson (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By (SEAL)
Attorney-in-fact
John F. Kennedy, Jr.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and John F. Kennedy, Jr. its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

1964 NOV 18 AM 9:34

IN WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of December, 1961.

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

ATTEST:
D. W. Vauthier
Assistant Secretary

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

November 12, 1964

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond approved this 18th day of November, 1964

Louis H. Phipps, Clerk

50

MARY MARGARET BAUGHAN, Et al	*	NO. 16,239 EQUITY
Plaintiffs	*	IN THE CIRCUIT COURT
VS	*	FOR
GREGORY BAUGHAN, An Infant, Et al	*	ANNE ARUNDEL COUNTY
Defendants	*	
*	*	*

PETITION TO REFER CASE TO AUDITOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

S. Robert Levinson, Trustee, appointed by the Decree in this cause, to transfer the real estate therein mentioned in accordance with the contracts filed herein and duly ratified and confirmed, respectfully states:

1. That after giving bond in the amount of $13,000.00 with security for the faithful discharge of his trust, as required by said decree, he did transfer the property known as 5606 Patrick Henry Drive unto Emmette Martin Irvine and Betty Irvine, his wife, pursuant to the Contract of Sale filed herein and as directed by said decree; and that the purchasers paid the full purchase price to the Monumental Title Company who thereafter issued its check to him after deducting the usual and contracted for expenses which are fair and reasonable, in the net amount of $11,273.28, as is more fully shown on the attached settlement sheet marked "Exhibit No. A."

2. That, thereafter, in accordance with the decree signed by this Honorable Court in this cause, he executed a purchase money mortgage in the amount of $8,000.00 on behalf of the infants herein, Gregory Baughan and Douglas Baughan on property known as 387 Jaybea Court and re-invested the sum of $9,320.98 in the settlement of said property in accordance with the terms of the contract of sale previously filed herein after title to said property was vested in the name of Mary Margaret Baughan, life tenant, remainder to Gregory

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Baughan, Douglas Baughan and Bonnie Lee Baughan (now Apperson), as is more fully shown on the attached settlement sheet marked "Exhibit No. B."

3. That the balance of monies now in his hands amounts to $1,952.30 and he is ready to make distribution of said sum, first to pay the costs and expenses herein and the balance thereof to be applied to the principal of the $8,000.00 first purchase money mortgage on 387 Jaybea Court.

WHEREFORE, your Orator respectfully requests this Honorable Court to pass an Order in these presents permitting him to refer this cause to the Auditor for accounting.

S. Robert Levinson, Trustee

O R D E R

ORDERED this 24 day of ~~November~~ December, 1964, by the Circuit Court for Anne Arundel County in Equity, that the above entitled cause be and it is hereby directed to the Court Auditor for final account.

Judge

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1964 DEC -2 AM 11:26

PLaza 2-7725

BOOK 158 PAGE 183

App. No. 9160

THE MONUMENTAL TITLE COMPANY

416 Blaustein Bldg. 1 N. Charles St. Baltimore 1, Md.

MEMORANDUM OF SETTLEMENT Date 18 Nov 1966

of Sale / Mortgage Loan made by S. Robert Levinson - Trustee

to Emmete Martin Irvine & Betty

Property No. 5606 Patrick Henry Dr 21225 636-2009 Adjustment made to 18 Nov

CREDIT TO SELLER AMOUNT OF PURCHASE PRICE			$ 12900	—
19 Taxes paid in advance 1 months 12 days			18	04
Interest on Purchase Money Jan Chg 1 months 12 days			1	26
House Rent months days				
Accruing Ground Rent months days				
Fire Insurance				
DEDUCT FROM SELLER				
Cash paid on account	400	—	12919	30
19 Taxes (current) months days				
19 Water Rent (current) months days				
Ground Rent months days				
House Rent months days				
Purchase Money Mortgage				
Revenue Stamps 1/2 U.S. 14.30 Md. 28.60	21	45		
Mortgages Assumed As per Agreement	400	—		
Total Deductions	821	45		
Gross Balance due Seller	12919	30		
	12097	85	12097	85
AMOUNT MORTGAGE LOAN BY				
COST OF TRANSFER				
Fee for Title Examination	154	—		
Mortgagee Title Insurance Policy	15	—		
Conveyancing	28	50		
Recording, Release Lease Asst. Deed Mtg.	1	50		
Notary Fees	42	90		
Revenue Stamps U.S. 14.30 Md. 28.60				
Certificate of Lien				
Judgement Report				
TOTAL COST OF TRANSFER	241	90		
Taxes for 19				
Taxes Accrual 19 9 mos. @ 13.65	122	85		
Ground Rent 9 mos @ .90	8	10		
Insurance Accrual FHA 1 mos 6/5/16 1 mos 2.25	7	41		
Insurance $ for 1 years	37	80		
Interest to				
Origination Charge 1.90	125	—		
Appraisal Credit Report Photos 6 -	6	—		
Survey	30	—		
Gross Balance Due Seller	12097	85		
Total Cost	12676	91		
Credit Balance due Account Mortgage Loan	12500	—		
Total	176	91	176	91
Gross Balance due Seller or Mortgagor				
RETAINED FROM VENDOR BY MONUMENTAL TITLE CO. TO PAY				
Taxes for 19				
Water Rent				
Municipal Assessments Discount Fee	125	—		
Ground Rent				
Conveyancing				
Recording, Release ✓ Lease Deed Asst.	4	50		
Revenue Stamps				
Commissions Kristiansen Realty	350	—		
Mortgages and Interest thereon S. L. Hammelman Inc	345	07		
Judgments, Costs and Interest thereon				
	824	57		
	12097	85		
Total Deductions	11273	28		
Net Amount due Seller or Mortgagor			11273	28

FILED 1966 DEC 1 PM 12:27

Received of

the sum of Dollars, being in full settlement of the above transaction.

Dated , 19

Vendor's Forwarding Address 367 Vayber Ct 761-3573

53

"EXHIBIT NO. A"

BOOK 158 PAGE 184

P8.E8

TELEPHONE:
LEXINGTON 9-1789

J. PU[illegible]DON WRIGHT
ATTORNEY-AT-LAW
345 ST PAUL PLACE

OR F
GI
FHA
C
L

SETTLEMENT SHEET

Date [illegible]

Mortgage Loan for property 387 [illegible] Court [illegible]

Fee
Leasehold G. R. $ [illegible] 3/27 + 9/27

Mortgagors— [illegible]

Mortgagee—The American National Building and Loan Association of Baltimore City

Mortgage Loan ..... $ [illegible]

Mortgagors Transfer Charges.

Title Examination	$ [illegible]
Property Examination	$ [illegible]
Notary's Fees, Lien and Judgment Reports, Etc.	$ [illegible]
Recording	$ 21.50
Federal and State Stamps F. 18.70 S. 18.70	$ [illegible]
HAdo	18.70

Mortgagors' Expense Account

Ground Rent 3/12 [illegible]	$ 45.00
Taxes 1964 [illegible]	$ 212.65
Insurance [illegible]	$ 49.[illegible]

Mortgagors' Interest Account

Interest at 5 [illegible] % from [illegible] to [illegible]	$ 14.04
HA [illegible]	$ 23.13
	$
	$
	$
	$
	$
Total Disbursements	$ 71[illegible]
Amount due Sellers	$ [illegible]
Disbursements listed above	$ [illegible]
TOTAL	$ [illegible]
Mortgage loan by Association	$ [illegible]
Amount to be advanced by mortgagors	$ [illegible]

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MONTHLY PAYMENTS—Payable to The American National Building and Loan Association of Baltimore City
Lexington and Liberty Streets

ALL PAYMENTS MUST BE MADE ON OR BEFORE THE 10th OF EVERY MONTH

First Payment due	[illegible]
Principal	$ [illegible]
Interest	$ [illegible]
Expense	$ [illegible]
Total MONTHLY PAYMENTS	$ [illegible]

THIS IS A RECEIPT [illegible]

NOTE: You may pick up your deed at Association after 60 days.
"EXHIBIT NO. B.

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BOOK 158 PAGE 185

In the Case of

MARY MARGARET BAUGHAN, Divorced, etc. et al

VS.

GREGORY BAUGHAN, Infant, etc. et al

In the

Circuit Court

For

Anne Arundel County

No. 16,239 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 DEC -9 PM 3:47

All of which is respectfully submitted.

December 9, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th 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: C. E. Watson, deputy

FILED

1964 DEC 28 AM 9:06

Dr. MARY MARGARET BAUGHAN, Divorced, etc. et al vs.
GREGORY BAUGHAN, Infant, etc. et al

In Acct. with S. ROBERT LEVINSON, Trustee

					Cr.	
1964, November 18,						
Proceeds of Sale	12,900	00	12,900	00		
Refund 1964 taxes - 11/18/64 to 12/31/64	18	04				
Refund 1964 sanitary charge - 11/18/64 to 12/31/64	1	26	19	30		
					12,919	30
To Trustee for Attorneys fee, to Townshend & Kirk Court Order 12/2/64	300	00				
To Trustee for commissions, viz:	417	00	717	00		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	86	75				
W. R. Huggins - sheriffs costs	2	00				
Emanuel Klawans - examiner's fee	30	00				
Conchita Tuers - stenographer's fee	12	00				
S. R. Levinson - Guardian ad litem fee	4	00				
Auditor - stating this account	35	00	179	75		
To Trustee for expenses, viz:						
Maryland Casualty Co. - bond premium	75	00				
One-half cost documentary stamps	21	45				
Settlement allowance - as per contract	400	00				
Kristiansen Realty Co. - sale commission	750	00				
Discount fee as per contract	125	00				
Recording release of mortgage	4	50				
S.L.Hammerman, Inc. - balance on mortgage	345	07				
Paid account purchase 386 Jaybee Court property	9,320	98	11,042	00		
This balance to American National Building & Loan						
Assn. on 1st P.M. Mortgage on 386 Jaybee Court	980	55	980	55		
					12,919	30

BOOK 158 PAGE 187

PETITION FOR FORECLOSURE

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION
2505 N. Charles Street
Baltimore, Maryland 21218

VS.

JOHN GANGI and

EILEEN E. GANGI, his wife,
112 Cedar Hill Road
Baltimore, Md. 21225

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity) No. 16,473 Eq.

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 3d day of August A. D. 1960 the defendant executed and delivered to HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION 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 $ 11,790.00 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 your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

John E. Magers, Jr.
1424 Fidelity Building, Balto, Md. 21201
Plaza 2-3670
Attorney for Plaintiff

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1964 JUL 20 AM 10:04

City—County Direct Reduction Form

BOOK 158 PAGE 188

No. 16,478 Equity

BOOK 1416 PAGE 345

This Mortgage, Made this 3d day of August, in the year one thousand, nine hundred and sixty, between JOHN GANGI and EILEEN E. GANGI, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated under the laws of ~~Maryland, Mortgagee~~ the United States of America, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of ELEVEN THOUSAND SEVEN HUNDRED AND NINETY ($11,790.00)- - - - - - - - - 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: (Current interest computed on unpaid balance at end of previous month.)

By the payment of EIGHTY FOUR AND FIFTY-FOUR CENTS ($84.54) - - - - - - - - - - Dollars, on or before the ~~1st~~ 3d 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 (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.

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 lots of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING Lots 14 and 15, Section N, as shown on the Plat of Arundel Gardens, the property of Davitt D. Chidester, prepared by J. C. Grinnals in September, 1919, formerly in Plat Book G.W. No. 1, Section 4, folio 348, in Plat Cabinet 2, Rod D-9, Plat 348 (now Plat Book No. 15, folio 5). The improvements known as No. 112 Cedar Hill Road or Avenue.

BEING the same two lots of ground which by deed of even date herewith and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Lloyd B. Hurd et al unto the within mortgagors, 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 shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

A late charge shall be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within fifteen (15) days of the date on which it is due, amounting to four per centum (4%) of said payment.

IT is understood and agreed that the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagors amounting to six months interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount of this Mortgage.

FILED

1964 JUL 20 AM 10:04

2 "PETITIONER'S EXHIBIT No 1"

THE Mortgagors covenant and agree to pay, in addition to the aforesaid monthly payments, and at the times when such monthly payments are due, a sum equal to one-twelfth (1/12th) of the aggregate annual taxes, water, sewerage and other public charges of every nature and description, ground rent (if any), fire and other hazard insurance premiums and other charges affecting the herein described premises, in order to enable the Mortgagee to make payment therefor as and when due and payable.

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 lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~

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 mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, it successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, 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 Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or John E. Magers, 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 Two Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Katherine N. Geyer
Katherine N. Geyer

John Gangi (SEAL)
John Gangi

Eileen E. Gangi (SEAL)
Eileen E. Gangi

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3d day of August, 1960, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City, personally appeared JOHN GANGI and EILEEN E. GANGI, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared JAMES B. CHIPCHASE, 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.

Katherine N. Geyer
Katherine N. Geyer - Notary Public

Rec'd for record Aug. 19, 1960 at 1:17 P.M.
Mailed to John E. Magers, Jr.

4

9.00

BOOK 158 PAGE 191

STATEMENT OF MORTGAGE CLAIM

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JOHN GANGI and EILEEN E. GANGI, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity) No. 16,478 Eq.

STATEMENT OF MORTGAGE DEBT

Original amount of mortgage debt	$11,790.00
Paid on principal	1,129.84
Balance due on principal	$10,660.16
Plus deficiency in expense (escrow) account	87.68
BALANCE DUE	$10,747.84

With interest from May 3, 1964

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 13th 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 JAMES E. SUNDERLAND, Assistant Secretary of Homeseekers' Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1964 JUL 20 AM 10:04

As witness my hand and Notarial Seal,

KATHERINE N. GEYER *Notary Public.*

KATHERINE N. GEYER NOTARY PUBLIC BALTIMORE MD.

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

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JOHN GANGI and EILEEN E. GANGI, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity) No. 16,478 Eq.

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 JAMES E. SUNDERLAND, Assistant Secretary,

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

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

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

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

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

James E. Sunderland, Jr.
Affiant.
James E. Sunderland

Subscribed and sworn to before me
this 13th day of July 1964

Katherine N. Geyer
Notary Public
Katherine N. Geyer

KATHERINE N. GEYER NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 JUL 20 AM 10:04

DECREE FOR SALE OF MORTGAGE PREMISES

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JOHN GANGI and EILEEN E. GANGI, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity) No. 16,475 Eq.

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 20th day of July, in the year nineteen hundred and sixty-four, by the Circuit Court of Anne Arundel County ~~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 JOHN E. MAGERS, JR. be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of eight thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in Anne Arundel County ~~the City of Baltimore~~, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $800.00 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.

V Brown Duckett

FILED

1964 JUL 20 PM 3:24

BOOK 158 PAGE 194

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOOK 12 PAGE 495

BOND NO. 77 97 807 No. 16,478 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John E. Magers, Jr., 1424 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 Eight Thousand and 00/100 ($8,000.00) ---------- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of August in the year of our Lord one thousand nine hundred and sixty-four

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

mentioned in the proceedings in the case of Homeseekers' Federal Savings and Loan Assoc.

vs:

John Gangi and Eileen E. Gangi, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John E. Magers, Jr.

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

Signed, sealed and delivered in the presence of:

John E. Magers, Jr. (SEAL)

(SEAL)

WITNESS: Katherine N. Geyer
KATHERINE N. GEYER

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*

Bond approved this 27th day of August, 1964
Louis N. Phipps, Clerk

MD3116a—500, 3-62 159921
Trustee's Bond

FILED
1964 AUG 27 PM 3:08

8

JOHN E. MAGER JR.
Solicitor
1424 Fidelity Bldg.
Baltimore 1, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

112 CEDAR HILL ROAD
BROOKLYN PARK SECTION
ANNE ARUNDEL COUNTY

By decree of the Circuit Court for Anne Arundel County, in Equity, Case No. 16478 - Docket 22, folio 108, the undersigned Trustee will sell at public auction, on the premises

Mon., Aug. 31, 1964
at 3 O'Clock P.M.

All that fee simple lot of ground and premises situate and lying in Anne Arundel County.

Being lots 14 and 15, Section N, as shown on the Plat of Arundel Gardens, the property of Davitt D. Chidester, prepared by J. C. Grinnals in September, 1919, formerly in Plat Book G.W. No. 1, Section 4, folio 348, in Plat Cabinet 2, Rod D-9, Plat 348 (New Plat Book 15, folio 5). The Improvements thereon being known as No. 112 Cedar Hill Road or Avenue. In Fee-Simple.

Improved by a one-story 6-room brick and frame dwelling. Lot about 50' x 150'.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

Terms of Sale: A cash deposit of $800.00 will be required of the purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to date of settlement at 6 per cent per annum.

Taxes and all other public charges to be adjusted to date of sale. Cost of all documentary stamps and transfer tax (if any) to be borne by the purchaser.

JOHN E. MAGERS, JR.,
Trustee

SAM W. PATTISON & CO.
Auctioneers A-27

9

No.

OFFIC OF

Maryland Gazette

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

BOOK 158 PAGE 195

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1964

We hereby certify, that the annexed
Trustee's Sale
Eq. 16,478
112 Cedar Hill Road
Brooklyn 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 31st day of August, 1964. The first insertion being made the 6th day of August, 1964.

FILED
1964 AUG 27 PM 2:37

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

JOHN E. MAGERS, JR.
Solicitor
1424 Fidelity Bldg.
Baltimore 1, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

112 CEDAR HILL ROAD
BROOKLYN PARK SECTION
ANNE ARUNDEL COUNTY

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Mon., Aug. 31, 1964
at 3 O'Clock P.M.

All that fee simple lot of ground and premises situate and lying in Anne Arundel County. Being lots 14 and 15, Section N, as shown on the Plat of Arundel Gardens; the property of Davitt D. Chidester, prepared by J. C. Grinnals in September, 1919, formerly in Plat Book G.W. No. 1, Section 4, folio 340, in Plat Cabinet 2, Rod D-9, Plat 348 (New Plat Book 15, folio 5) The Improvements thereon being known as No. 112 Cedar Hill Road or Avenue. In Fee-Simple.

Improved by a one-story 6-room brick and frame dwelling. Lot about 50' x 150'.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

Terms of Sale: A cash deposit of $800.00 will be required of the purchaser at time and place of sale: balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to date of settlement at 6 per cent per annum.

Taxes and all other public charges to be adjusted to date of sale. Cost of all documentary stamps and transfer tax (if any) to be borne by the purchaser.

JOHN E. MAGERS, JR.,
Trustee

SAM W. PATTISON & CO.
Auctioneers A-27

BOOK 158 PAGE 196

EQUITY NO. 16478

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY.
DOCKET 22 FOLIO 108

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 31st day of August, 1964, sold the property described in the attached advertisement of sale at and for the sum of $11,500.00 to Anne Arundel Construction Inc.

being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Sam W. Pattison & Co. Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 31st day of August, 1964, purchased the property described in the attached advertisement of sale from John E. Magers, Jr. ~~Assignee of mortgage~~ Trustee, at and for the sum of $11,500.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test: Anne Arundel Construction Inc.
Lloyd B. Hurd Pres.
Purchaser

FILED
1964 SEP -4 PM 12:22

10

BOOK 158 PAGE 197

REPORT OF SALE

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JOHN GANGI and EILEEN E. GANGI, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity)
Docket 22/108 #16478

To The Honorable Judge of the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY:

The Report of Sale of JOHN E. MAGERS, JR., Trustee appointed by the decree in the above entitled cause, to make sale of the fee-simple property known as No. 112 Cedar Hill Road in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 31st day of August 19 64 at 3:00 ~~P~~ o'clock P. M. attend on the premises and then and there sold said fee-simple property unto ANNE ARUNDEL CONTRACTORS, INC., a body corporate, it being the highest bidder, for the sum of ELEVEN THOUSAND, FIVE HUNDRED DOLLARS ($11,500.00), in accordance with the terms of the attached advertisement.

JOHN E. MAGERS, JR.
Solicitor
1424 Fidelity Bldg.
Baltimore 1, Maryland

All that fee simple lot of ground and premises situate and lying in Anne Arundel County. Being lots 14 and 15, Section N, as shown on the Plat of Arundel Gardens, the property of Davitt D. Chidester, prepared by J. C. Grinnals in September, 1919, formerly in Plat Book G.W. No. 1. Section 4, folio 348, in Plat Cabinet 2, Rod D-9, Plat 348 (New Plat Book 15, folio 5). The Improvements thereon being known as No. 112 Cedar Hill Road or Avenue. In Fee-Simple.

John E. Magers, Jr. - Trustee
1424 Fidelity Building
Baltimore, Md. 21201
Plaza 2-3670

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 2d day of September 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

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

FILED
1964 SEP -8 AM 11:12

As witness my hand and Notarial Seal,

Katherine N. Geyer
Notary Public

KATHERINE N. GEYER
NOTARY PUBLIC
BALTIMORE, MD.

JOHN E. MAGERS, JR.
Solicitor
1424 Fidelity Bldg.
Baltimore 1, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

112 CEDAR HILL ROAD
BROOKLYN PARK SECTION
ANNE ARUNDEL COUNTY

By decree of the Circuit Court for Anne Arundel County, in Equity, Case No. 16478 - Docket 22, folio 108, the undersigned Trustee will sell at public auction, on the premises

Mon., Aug. 31, 1964
at 3 O'Clock P.M.

All that fee simple lot of ground and premises situate and lying in Anne Arundel County.

Being lots 14 and 15, Section N, as shown on the Plat of Arundel Gardens, the property of Davitt D. Chidester, prepared by J. C. Grinnals in September, 1919, formerly in Plat Book G.W. No. 1, Section 4, folio 348, in Plat Cabinet 2, Rod D-9, Plat 348 (New Plat Book 15, folio 5). The Improvements thereon being known as No. 112 Cedar Hill Road or Avenue. In Fee-Simple.

Improved by a one-story 6-room brick and frame dwelling. Lot about 50' x 150'.

The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

Terms of Sale: A cash deposit of $800.00 will be required of the purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to date of settlement at 6 per cent per annum.

Taxes and all other public charges to be adjusted to date of sale. Cost of all documentary stamps and transfer tax (if any) to be borne by the purchaser.

JOHN E. MAGERS, JR.,
Trustee

SAM W. PATTISON & CO.
Auctioneers A-27

ORDER NISI

BOOK 158 PAGE 199

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

JOHN GANGI and EILEEN E. GANGI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,478 Equity

Ordered, this 8th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by John E. Magers, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of October next.

The report states that the amount of sale was $11,500.00.

Louis N. Phipps Clerk.

True Copy,

John E. Magers, Jr., Atty.

TEST: Clerk.

(Final Order)

For the Maryland Gazette (Sept. 10th Edition)

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

JOHN GANGI and EILEEN E. GANGI, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

O Bowen Duckett

FILED JUDGE.

1964 OCT 14 AM 11:46

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,478 Equity

HOMESEEKERS' FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

JOHN GANGI and EILEEN E. GANGI, his wife

Ordered, this 8th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by John E. Magers, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of October next.

The report states that the amount of sale was $11,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

O-1

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 200

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,478
John Gangi

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of October, 1964. The first insertion being made the 10th day of September, 1964.

FILED

1964 OCT -6 PM 4:03

THE CAPITAL-GAZETTE PRESS, INC.

13

No. M. G. 9362

By H. Tilghman

BOOK 158 PAGE 201 BOOK 12 PAGE 579

D

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 16,478 Equity

ADDITIONAL BOND 77 97 807

KNOW ALL MEN BY THESE PRESENTS:

That we, John E. Magers, Jr., 1424 Fidelity Bldg., Baltimore, Md.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Five Hundred and 00/100 ($3,500.00) -- 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 17th day of November in the year of our Lord one thousand nine hundred and sixty-four

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

mentioned in the proceedings in the case of Homeseekers' Federal Savings and Loan Association

vs:

John Gangi and Eileen E. Gangi, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John E. Magers, Jr.

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

Signed, sealed and delivered in the presence of:

John E. Magers, Jr. (SEAL)

(SEAL)

WITNESS: Katherine N. Geyer KATHERINE N. GEYER

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter Hilda V. Hunter *As to Surety*

By Clinton A. Killam, Jr. *Attorney-in-fact*

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

FILED
1964 NOV 23 AM 10: 13

Bond approved this 23rd day of November, 1964

Louis N. Phillips, Clerk

14

BOOK 158 PAGE 202

In the Case of

HOMESEEKERS FEDERAL SAVINGS & LOAN ASSOCIATION

vs.

JOHN GANGI AND EILEEN E. GNAGI, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,478 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

1964 DEC -9 PM 2:06

FILED

FINAL ORDER

ORDERED BY THE COURT, this 28th 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 28 AM 9:06

16

Dr. Mortgaged Real Estate of John Gangi and Eileen E. Gangi, his wife

BOOK 158 PAGE 203

In Acct. with John E. Magers, Jr., Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report of Sale filed			11,500	00		
By	Interest 6% on deferred payment $10,700.00 from 8/31/64 to 11/21/64			172	50		
By	Adjustment, taxes from 8/31/64 to 12/31/64			70	83		
By	Adjustment Sanitary charges from 8/31/64 to 12/31/64			11	70		
						11,755	03
To	Trustee for fee, viz	200	00				
To	Trustee for commission, viz	375	00				
				575	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	50				
	Auditor, this account	35	00				
				77	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	79	76				
	Sunpapers - Advertising - Sale	25	65				
	Fidelity & Deposit Co. of Maryland - bond	46	00				
	Sam W. Pattison & Co. auctioneer's fee	347	50				
	White & McCurley, Inc. fire insurance	14	00				
				512	91		
To	Homeseekers Federal Savings & Loan Assoc. Mortgagee on account of mortgage claim filed	10,589	62				
				10,589	62		
						11,755	03
	Balance due on mortgage, as per claim filed	10,747	84				
	Interest 6% thereon from 5/3/64 to						

12/28/64	420	93				
	11,168	77				
Credit amount allowed above	10,589	62				
This amount subject to decree in personam	579	15				

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BOOK 158 PAGE 205

MYRTLE H. SEGNER and THEODORE B. SEGNER, her husband Box 192 Crownsville, Maryland and DOROTHY H. TRAPP and WILLIAM G. TRAPP, her husband 7112 Varnum Street Landover Hills, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
PLAINTIFFS	:	
vs.	:	
ETHEL H. KIND and STANLEY M. KIND, her husband 1711 Lee Highway Arlington 1, Virginia	:	NO. 15,879 Equity
DEFENDANTS	:	

: : :

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Myrtle H. Segner and Theodore B. Segner, her husband, and Dorothy H. Trapp and William G. Trapp, her husband, by Childs and Bald, their attorneys, respectfully represent unto your Honors:

1. That heretofore Plaintiffs and Defendants became the joint owners with undivided interests of 76.67% in Plaintiffs and 23.33% in Defendants, in that certain commercial real estate with improvements thereon in the Second Election District of Anne Arundel County, Maryland, which is the subject of these partition proceedings, and which is more particularly described as follows:

PARCEL #1

BEGINNING for the same at a point on the northeast side of the "GENERAL'S HIGHWAY", said point of beginning being North 49° 53' East 123 feet from the northeast foundation post of the freight warehouse at Crownsville Station, thence with said Highway, paralleling the curves thereof, a chord course and distance of South 47° 30' East 200 feet to a stake set northeasterly 26.4 feet from the center of a concrete culvert, thence leaving said Highway North 42° 30' East 435.6 feet to a stake, thence North 47° 30' West 200 feet to a stake and South 42° 30' West 435.6 feet to the place of beginning, containing two (2) acres, more or less.

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1963 SEP 26 AM 11:29

HILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

PARCEL #2

BEGINNING for the same at a pipe previously set on the northeast side of the "GENERAL'S HIGHWAY" at the intersection of the said side of said Highway with the westernmost side of the conveyance from WILLIAM G. WILLIAMS, et al, to JOHN HESS and IRENE HESS, by Deed dated June 22, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 98, folio 280; thence, with said side of said Highway, North 47° 30' West 100 feet to the conveyance from William G. Williams, et al, to John A. Willson and Mary H. Willson, his wife, dated July 8, 1933, and recorded in the aforesaid Land Records in F.S.R. 112, folio 195; thence leaving said Highway and with the southeast side of said conveyance to Willson North 42° 30' East 435.6 feet; thence leaving said conveyance to Willson, South 47° 30' East 100 feet to the northwest corner of said conveyance to Irene Hess; thence with the northwest side of said conveyance to Hess, South 42° 30' West 435.6 feet to the point of beginning. Containing one (1) Acre of land, more or less, according to a plat and survey by Edward Hall, Jr., County Surveyor, in June, 1932.

BEING the same property acquired by Plaintiffs and Defendants in unequal proportions under the Last Will and Testament of Irene Fisher Hess dated March 5, 1957, certified copy attached hereto and marked Plaintiffs Exhibit No. 1, and by deed dated July 11, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1408, folio 275, certified copy attached hereto and marked Plaintiffs Exhibit No. 2.

2. That since the commencement of the said joint ownership the parties have been unable to agree as to the value of said property, as to the use that should be made of the same, and as to the management thereof, as a result of which the property has failed to produce the income which it should produce and through failure of agreement of the parties or concert of effort, the subject property is about to be offered for sale by the Treasurer of Anne Arundel County for the non payment of real estate taxes.

3. That Defendants heretofore to wit, on the 1st day of May, 1960, occupied the subject real estate as tenants with

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

permission of Plaintiffs, agreeing at the time of their occupancy to operate the said premises and the improvements thereon as a Restaurant and Tavern and to pay as rent therefor, the sum of Two Hundred Dollars ($200.00) per month accounting from their occupancy unto March 26, 1963, a period of 35 months, for a total rent obligation in an amount of Seven Thousand Dollars ($7,000.00), but Defendants failed to pay the same in full, leaving a balance due as Plaintiffs share of the said rent, the sum of Two Thousand Eight Hundred Forty Three Dollars and eighty-six cents ($2,843.86).

4. That during the years of this joint ownership Defendants have refused to pay and have failed to pay their share of real estate taxes and insurance upon the said property and the improvements thereon, and that in order to preserve and secure the same, the Plaintiffs have advanced on behalf of Defendants the sum of Forty Two Dollars and fifty-seven cents ($42.57) for real estate taxes for the year 1961, and the sum of Thirty Six Dollars and thirty-eight cents ($36.38) for insurance for the years 1961, 1962 and 1963.

5. That Plaintiffs, and each of them, did offer to purchase Defendants' share in subject real estate, including the purchase of the Restaurant and Tavern business as a going business which had been operated from subject premises by Defendants, the said offer to purchase being demonstrated by an agreement between the parties dated March 13, 1963 (a copy of which is attached hereto and marked Plaintiffs Exhibit No. 3) but the Defendants failed to fulfill their obligation under the aforesaid contract, all to the further great loss and expense of the Plaintiffs.

6. That as a result of the total unwillingness of Defendants to cooperate in the operation, sale, and maintenance

of subject real estate, the Plaintiffs feel that said property will soon be lost to their family forever through tax sale or other forfeiture or default, since they, the Plaintiffs, are no longer able to financially sustain the same without any income therefrom and without the ability to sell the same to recover their investment and recoup their losses.

7. That all parties to this action, Plaintiffs and Defendants, are of full legal age and sui juris.

8. That said property is incapable of division in kind among the parties in interest without great loss or damage.

TO THE END, THEREFORE:

1. That the said real estate may be sold in lieu of partition, and the proceeds divided among the owners, with due allowance to the Plaintiffs for the sums of money due them as set forth above for rent, taxes and insurance.

2. That this Honorable Court may appoint a Trustee for the purpose of making a sale of the property in such manner the Court shall direct.

3. That Plaintiffs may have such other and further relief as their cause may require.

Respectfully submitted.

Myrtle H. Segner
Myrtle H. Segner

Theodore B. Segner
Theodore B. Segner

Dorothy H. Trapp
Dorothy H. Trapp

William G. Trapp
William G. Trapp

CHILDS AND BALD

By: LeRoy Bald
LeRoy Bald
Attorneys for Plaintiffs
192 Duke of Gloucester St.
Annapolis, Maryland
COlonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of September, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MYRTLE H. SEGNER and THEODORE B. SEGNER, her husband, and DOROTHY H. TRAPP and WILLIAM G. TRAPP, her husband, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Bill of Complaint for Partition, and made oath in due form of law that the matters and facts set forth in said Bill of Complaint are true.

As witness my hand and seal Notarial.

Mildred Ann Ball
Notary Public

HILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LAST WILL AND TESTAMENT
OF
IRENE FISHER HESS

I, Irene Fisher Hess, of Crownsville Post Office, Anne Arundel County, State of Maryland, do make, publish and declare the following to be my Last Will and Testament, hereby revoking any and all other Wills and Testaments, and Codicils thereto at any time heretofore made by me.

ITEM I

I direct that all my just debts and funeral expenses be paid out of my estate as soon as may be practicable, by my Executrix, hereinafter named.

ITEM II

I give, devise and bequeath all of the rest, residue and remainder of my estate to my daughters in shares as stated below:

I give, devise and bequeath unto my daughter Emma Stehle forty (40) per cent of the total of my estate remaining after the payment of my just debts and funeral expenses.

I give, devise and bequeath unto my daughter, Dorothy Trapp, twenty-five (25) per cent of the total of my estate remaining after the payment of my just debts and funeral expenses.

I give, devise and bequeath unto my daughter, Myrtle Segner, twenty-five (25) per cent of the total of my estate remaining after the payment of my just debts and funeral expenses.

I give, devise and bequeath unto my daughter, Ethel Kind, ten (10) per cent of the total of my estate remaining after the payment of my just debts and funeral expenses.

S/ Irene Fisher Hess

ITEM III

I have given the major portion of my estate to my daughter, Emma Stehle, because of the good and faithful service she has rendered to me during my lifetime.

I have given those shares of my estate to my daughters, Dorothy Trapp and Myrtle Segner, that they deserve as good and faithful daughters.

I have given the lesser share to my daughter, Ethel Kind, because of monies advanced to her by me during my lifetime.

I have not left any share of my estate to my daughter, Virginia Rose Hess, because I have given the major portion of my business to her during my lifetime and therefore feel that she has received her just share.

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1964 FEB 17 PM 2:36

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1963 SEP 26 AM 11:29

PLAINTIFFS EXHIBIT NO. 1
Plaintiff's Exh-1

6

BOOK 158 PAGE 211

ITEM IV

I appoint my daughter, Emma Stehle to be the sole Executrix of this, my Last Will and Testament. In the event my said daughter, Emma Stehle be not living or for other reason is unable to qualify as my Executrix, then, in such event, I appoint my daughter Myrtle Segner, to be the substitute or successor Exectrix of this, my Last Will and Testament.

I direct that no bond or undertaking be required of my Executrix for the faithful performance of her duties, as I have utmost confidence in her.

CONCLUSION

IN WITNESS THEREOF, I have hereunto set my hand and affixed my seal this 9th day of March, 1957, to this, my Last Will and Testament, typewritten upon 2 pages. For the purpose of identifying the same, I have signed the margin of all preceding pages hereof.

sd. Irene Fisher Hess (SEAL)

SIGNED, SEALED, PUBLISHED and DECLARED by the said Irene Fisher Hess, the above-named testatrix, as and for her Last Will and Testament, in the presence of us, who in her presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

S/ Irene Fisher Hess

Robert D. Poloquin	3816 Wendy Lane, Silver Spring, Md.
Margaret C. DeHarte	Andrews Farm, Rt.2, Germantown, Md.
David I. Bellisle	4414 Westbrook Lane, Kensington, Md.
Margaret H. Davis	5439 Conn. Ave.

STATE OF MARYLAND

Anne Arundel County

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 18th *day of* September *in the year of our Lord, nineteen hundred and* ~~fifty-nine~~ sixty-three

George M. Nutwell

Register of Wills for Anne Arundel County

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BOOK 158 PAGE 212 BOOK 1408 PAGE 275

No Stamps Required

THIS DEED, Made this 11th day of July, 1960, by and between General Land Title Company, a body corporate of the State of Maryland, Trustee, party of the first part, GRANTOR; and Theodore B. Segner and Myrtle H. Segner, his wife; William G. Trapp and Dorothy H. Trapp, his wife; and Stanley M. Kind and Ethel H. Kind, his wife, parties of the second part, Grantees.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the said General Land Title Company, a body corporate of the State of Maryland, Trustee, pursuant to the power and authority vested in it by Deed dated April 12, 1960, does grant and convey unto Theodore B. Segner and Myrtle H. Segner, his wife, as tenants by the entireties an undivided thirteen and thirty three Hundreths (13.33%) per cent interest in and to the hereinafter described property; and unto William G. Trapp and Dorothy H. Trapp, his wife, as tenants by the intireties, an undivided thirteen and thirty fourhundreths (13,34 %) per cent interest in and to the hereinafter described property; and unto Stanley M. Kind and Ethel H. Kind, his wife, as tenants by the entireties, the remaining thirteen and thirty three one-hundreths (13.33%) percent interest in the hereinafter described property; to be held by them as tenants in common, their respective heirs and assigns, in fee simple; all that parcel of land situate, lying and being in the Second Election District of Anne Arundel County and more particularily described as follows:

BEGINNING for the same at a point on the northeast side of the "Generals Highway", said point of beginning being North 49 53' East 123 feet from the northeast foundation post of the freight warehouse at Crownsville Station, thence with said Highway, parelleling, the curves thereof, a chord course and distance of South 47 30' East 200 feet to a stake set northeasterly 26.4 feet from the center of a concrete culvert, thence leaving said Highway, North 42 30' East 435.6 feet to a stake, thence North 47 30' West 200 feet to a stake and South 42 30' West 435.6 feet to the place of beginning, containing two (2) acres, more or less.

BEGINNING FOR THE SECOND PARCEL: Beginning for the same at a pipe previously set on the northeast side of the General's Highway at the intersection of the said side of said Highway with the westernmost side of the conveyance from William G. Williams, et al, to John Hesse and Irene Hess, by Deed dated June 22, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 98, folio 280; thence, with the said side of said Highway, North 47 30' West 100 feet to the conveyance from William G. Williams, et al, to John A. Willson and Mary H. Willson, his wife, dated July 8, 1933, and recorded in the aforesaid Land Records in F.S.R. 112, folio 195; thence leaving said Highway and with the south-

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FILED 1964 FEB 17 PM 2:37

Plaintiffs Exhibit No. 2

Examiner's Exh. 2 E Klawans, Examiner

9

east side of said conveyance to Willson North 42 30' East 435.6 feet; thence leaving said conveyance to Willson South 47 30' East 100 feet to the northwest corner of said conveyance to Irene Hess; thece with the northwest side of said conveyance to Hess, South 42 30' West 435.6 feet to the point of beginning. Containing one (1) acre of land, more or less, according to a plat and survey by Edward Hall, Jr., County Surveyor, in June, 1932.

BEING the same parcels of land acquired by the Grantor herein by deed dated April 12,1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1386, folio 338.

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

TO HAVE AND TO HOLD the above described premises unto and to the proper use and benefit of the said Theodore E. Segner and Myrtle Segner, his wife, as tenants by the entireties, an undivided 13.33 per cent; unto William G. Trapp and Dorothy H. Trapp, his wife, as tenants by the entireties, an undivided 13.34 per cent interest; and unto Stanley M. Kind and Ethel H. Kind, his wife, as tenants by the entireties, the remaining 13.33 per cent interest; to be held by them as tenants in common, their respective heirs and assigns, in fee simple.

WITNESS the corporate seal of the said body corporate, and the signature of John Demyan, Jr., the President thereof.

TEST:

Amelia H. Tubman
Amelia H. Tubman-Secretary

GENERAL LAND TITLE COMPANY
a body corporate

By John Demyan, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of July, 1960, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John Demyan, Jr.---------- the President of General Land Title Company, a body corporate of the State of Maryland, the above named Grantor and he acknowledged the said Deed to be the act and deed of the said body corporate.

Witness my hand and notarial seal.

Rec'd for record July 20, 1960 at 2:56 P.M.
Mailed to Michael Demyan

Amelia H. Tubman
AMELIA H. TUBMAN
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing...Deed.....is truly taken and copied from Liber G.T.C... No 1408....., folio...275....., 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....18th day of...September A. D., 1963.

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

BOOK 158 PAGE 215

MYRTLE H. SEGNER and THEODORE B. SEGNER, her husband Box 192 Crownsville, Maryland and DOROTHY H. TRAPP and WILLIAM G. TRAPP, her husband 7112 Varnum Street Landover Hills, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
PLAINTIFFS	:	
vs.	:	IN EQUITY
ETHEL H. KIND and STANLEY M. KIND, her husband, 1711 Lee Highway Arlington 1, Virginia	:	NO. 15,879 Equity
DEFENDANTS	:	

::::::::

ORDER OF PUBLICATION

The object of this procedure is to obtain the sale of real estate in lieu of Partition. The Bill states, among other things, that Plaintiffs and Defendants became the joint owners with undivided interests of 76.67% in Plaintiffs and 23.33% in Defendants, in that certain commercial real estate with improvements thereon in the 2nd Election District, Anne Arundel County, Maryland, at Crownsville, being the same property acquired by Plaintiffs and Defendants in unequal proportions under the Last Will and Testament of Irene Fisher Hess dated March 5, 1959 and by deed dated July 11, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1408, folio 275.

The Bill further states that since the commencement of said joint ownership the parties have been unable to agree as to the value of said property, as to the use that should be made of the same, and as to the management thereof, as a result of which the property has failed to produce the income which it should produce and through failure of agreement of the parties or concert of effort, the subject property is about to be offered for sale by the Treasurer of Anne Arundel County for the non payment of real estate taxes.

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1963 SEP 26 PM 12:04

The Bill further states that defendants heretofore to wit, on May 1, 1960, occupied subject real estate as tenants, operating said premises as a restaurant and tavern business with permission of Plaintiffs for 35 months for a rent obligation of $2,843.86 but Defendants failed to pay the same in full and during the years of the joint ownership have refused to pay and have failed to pay their share of real estate taxes and insurance upon said property as well, owing a total sum of $2,922.81 to Plaintiffs.

That Plaintiffs further did offer to purchase Defendants' share in subject real estate including the purchase of the restaurant and tavern business but Defendants refused.

It is further alleged that the property is incapable of division in kind among the respective interests without loss or damage to the parties. The Plaintiffs therefore request a sale of the property in lieu of Partition and pray for due allowance for the sums of money due them as set forth in said Bill of Complaint for rent, taxes and insurance, and also that a Trustee be appointed for the purpose of making a sale of the property in such manner as the Court shall direct, and for further relief.

IT IS THEREUPON, this 26th day of September, 1963, by the Circuit Court for Anne Arundel County, in equity, ORDERED that Plaintiffs by causing a copy of this Order to be inserted in some newspaper regularly published in Anne Arundel County, Maryland, once a week for four (4) successive weeks before the 4th day of November, 1963, give notice to the non-resident Defendants of the subject and substance of the Bill of Complaint and Order, warning them to be and appear in this Court, in person or by solicitor, on or before the 6th day of December, 1963, to show cause if any them may have why a decree should not be granted as prayed herein.

Louis N. Phipps

Louis N. Phipps, Clerk

2

In The
Circuit Court
For
Anne Arundel County
In Equity
No. 15,879

MYRTLE H. SEGNER and
THEODORE B. SEGNER,
her husband
Box 192
Crownsville, Maryland
and
DOROTHY H. TRAPP and
WILLIAM G. TRAPP,
her husband
7112 Varnum Street
Landover Hills, Maryland
PLAINTIFFS

vs.

ETHEL H. KIND and
STANLEY M. KIND,
her husband,
1711 Lee Highway
Arlington 1, Virginia
Defendants

Order Of Publication

The object of this procedure is to obtain the sale of real estate in lieu of Partition. The Bill states, among other things, that Plaintiffs and Defendants became the joint owners with undivided interests of 76.67 per cent in Plaintiffs and 23.33 per cent in Defendants, in that certain commercial real estate with improvements thereon in the 2nd Election District, Anne Arundel County, Maryland, at Crownsville, being the same property acquired by Plaintiffs and Defendants in unequal proportions under the Last Will and Testament of Irene Fisher Hess dated March 5, 1959 and by deed dated July 11, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1408, folio 275.

The Bill further states that since the commencement of said joint ownership the parties have been unable to agree as to the value of said property, as to the use that should be made of the same, and as to the management thereof, as a result of which the property has failed to produce the income which it should produce and through failure of agreement of the parties or concert of effort, the subject property is about to be offered for sale by the Treasurer of Anne Arundel County for the non payment of real estate taxes.

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 217

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1963

We hereby certify, that the annexed Order of Publication Equity No. 15,879 "Myrtle H. Segner"

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 November, 1963. The first insertion being made the 3rd day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 OCT 25 PM 4:15

By Lillie L. French

The Bill further states that defendants heretofore to wit, on May 1, 1960, occupied subject real estate as tenants, operating said premises as a restaurant and tavern business with permission of Plaintiffs for 35 months for a rent obligation of $2,843.86 but Defendants failed to pay the same in full and during the years of the joint ownership have refused to pay and have failed to pay their share of real estate taxes and insurance upon said property as well, owing a total sum of $2,922.81 to Plaintiffs.

That Plaintiffs further did offer to purchase Defendants' share in subject real estate including the purchase of the restaurant and tavern business but Defendants refused.

It is further alleged that the property is incapable of division in kind among the respective interests without loss or damage to the parties. The Plaintiffs therefore request a sale of the property in lieu of Partition and pray for due allowance for the sums of money due them as set forth in said Bill of Complaint for [illegible] taxes and insurance, and also that a Trustee be appointed for the purpose of making a sale of the property in such manner as the Court shall direct, and for further relief.

IT IS THEREUPON, this 26th day of September, 1963, by the Circuit Court for Anne Arundel County, in equity, ORDERED that Plaintiffs by causing a copy of this Order to be inserted in some newspaper regularly published in Anne Arundel County, Maryland, once a week for four (4) successive weeks before the 4th day of November, 1963, give notice to the non-resident Defendants of the subject and substance of the Bill of Complaint and Order, warning them to be and appear in this Court, in person or by solicitor, on or before the 6th day of December, 1963, to show cause if any them may have why a decree should not be granted as prayed herein.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

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BOOK 158 PAGE 219

MYRTLE H. SEGNER, et al	:	NO. 15,879 EQUITY
Plaintiffs	:	IN THE CIRCUIT COURT FOR
vs.	:	
ETHEL H. KIND, et al	:	
Defendants	:	ANNE ARUNDEL COUNTY

: : : :

AFFIDAVIT OF EFFORTS IN COMPLIANCE WITH EQUITY RULE 105 G 1.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

THIS IS TO CERTIFY that on this 12th day of December, 1963, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LeROY BALD, Solicitor for Plaintiffs, Myrtle H. Segner and Theodore B. Segner, her husband, and Dorothy H. Trapp and William G. Trapp, her husband, and made oath in due form of law that efforts were made to reach the Defendants by contacting their last known attorney, Bennett Crain, Jr., who furnished him with an address of 1711 Lee Highway, Arlington 1, Virginia, and that he mailed a copy of the Bill of Complaint and Order of Publication to the Defendants, Ethel H. Kind and Stamley M. Kind at said address.

And the affiant did further state that as a result of these efforts the Defendants have not answered said Bill of Complaint or Order of Publication.

LeRoy Bald

LeRoy Bald

Mildred Ann Ball

Mildred Ann Ball, Notary Public

My commission expires May 3, 1965

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 12th day of December, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, LeRoy Bald, Attorney for Myrtle H. Segner and Theodore B. Segner, her husband, and Dorothy H. Trapp and William G. Trapp, her husband

plaintiffs, 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.)

Ethel H. Kind and Stanley M. Kind, her husband

and xx 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 12th day of December, 19 63.

Notarial Seal

Mildred Ann Ball Notary Public

My Commission will expire on:
May 3, 1965

Filed,

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BOOK 158 PAGE 221

Myrtle H. Segner, et al. Plaintiffs vs. Ethel H. Kind, et al, Defendants	No. 15,879 ~~DIVORCES~~ - - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

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

It is, thereupon, this 13th day of December 1963, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

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MYRTLE H. SEGNER, et al,	*	IN
PLAINTIFFS	*	THE CIRCUIT COURT
VS.	*	FOR
ETHEL H. KIND, et al,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO.15,879 EQUITY

* * *

TESTIMONY ON BEHALF OF PLAINTIFFS

January 7, 1964

Present:

Mr. LeRoy Bald, Solicitor for Plaintiffs

Mr. Emanuel Klawans, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Maurice C. Ogle, pages 2 - 5.

Vinton T. Bull, pages 6 - 8.

Myrtle H. Segner, pages 9 - 22.

Dorothy H. Trapp, pages 23 - 24.

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BOOK 158 PAGE 222 A

MYRTLE H. SEGNER and THEODORE B. SEGNER, her husband, et al	*	IN THE CIRCUIT COURT
	*	FOR
PLAINTIFFS	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
ETHEL H. KIND and STANLEY M. KIND, her husband	*	NO. 15,879 EQUITY
DEFENDANTS	*	

****

PETITION TO FILE TESTIMONY NUNC PRO TUNC

THE PETITION of LeRoy Bald, Attorney for Plaintiffs, and Noah A. Hillman, Attorney for Defendants, respectfully represents unto your Honors:

1. That heretofore, to wit, on the 26th day of September , 1963 , Plaintiffs filed their Bill of Complaint for Partition in these proceedings.

2. That after Order of Publication duly published, Plaintiffs proceeded to take testimony on the 17th day of February , 1964 , in proof of their Bill of Complaint, which testimony has been filed in these presents.

3. That subsequent to the taking of said testimony, the Defendants personally appeared in these proceedings by the filing of an Answer through their Attorney, Noah A. Hillman, on the 20th day of July , 1964 .

4. That personal jurisdiction over the said Defendants is necessary to effectuate any personal judgment or decree which this Honorable Court may see fit to pass in this case.

5. That the property which is the subject of these partition proceedings has been sold, and the proceeds of sale distributed by the Trustee hereunder, leaving only the

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CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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decision as to the Plaintiffs' personal claim against the Defendants to be decided by this Honorable Court in order to conclude the matters in litigation hereunder.

6. That Counsel for Plaintiffs and Defendants are both willing to have the testimony heretofore taken submitted and refiled Nunc Pro Tunc, after the Defendants personal entry into the case.

WHEREFORE, your Petitioners pray this Honorable Court to sign an Order in these presents, authorizing the filing of said testimony Nunc Pro Tunc so as to place the same after the personal appearance of the Defendants as filed herein, and thereafter, your Petitioners submit the case for Decree.

Respectfully Submitted,

CHILDS AND BALD

BY: LeRoy Bald
LeRoy Bald
Attorney for Plaintiffs

Noah A. Hillman
Noah A. Hillman
Attorney for Defendants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31 day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, LeRoy Bald and Noah A. Hillman, Attorneys for the parties litigant, in these proceedings, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and they did make oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true.

WITNESS my hand and Notarial Seal.

Naomi K. Cox
Notary Public.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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BOOK 158 PAGE 222 C

MYRTLE H. SEGNER and THEODORE B. SEGNER, her husband, et al	*	IN THE CIRCUIT COURT
	*	FOR
PLAINTIFFS	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
ETHEL H. KIND and STANLEY M. KIND, her husband	*	
	*	NO. 15,879 EQUITY
DEFENDANTS	*	

****

ORDER

UPON the aforegoing Petition and Affidavit, it is this 25th day of ~~January~~ February, 1965, by The Circuit Court for Anne Arundel County, In Equity, ORDERED that the Plaintiffs be, and they hereby are, authorized to file the testimony taken on their behalf on the 7th day of January, 1964, Nunc Pro Tunc, so as to enter said testimony in these proceedings chronologically after the filing of the Defendants' Answer herein.

Judge

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MYRTLE H. SEGNER, et al,	*	IN
PLAINTIFFS	*	THE CIRCUIT COURT
VS.	*	FOR
ETHEL H. KIND, et al,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO.15,879 EQUITY

* * *

TESTIMONY ON BEHALF OF PLAINTIFFS

January 7, 1964

Present:

Mr. LeRoy Bald, Solicitor for Plaintiffs

Mr. Emanuel Klawans, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Maurice C. Ogle, pages 2 - 5.

Vinton T. Bull, pages 6 - 8.

Myrtle H. Segner, pages 9 - 22.

Dorothy H. Trapp, pages 23 - 24.

REFILED 2-26-65
NUNC PRO TUNC
DAY OF
JULY 20, 1964 (SEE ORDER OF COURT 2-25-65)

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(Mr. Klawans)

Affidavit has been filed of inability to notify defendants, inability to locate, of taking testimony because address could not be located.

MAURICE C. OGLE, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Bald)

1 Will you give your name and address, please?

A Maurice C. Ogle, my address is 192 Duke of Gloucester Street, Annapolis, Maryland.

2 What is your primary occupation, Mr. Ogle?

A I'm a professional real estate appraiser and consultant.

3 How long have you performed in this capacity?

A I've been in the real estate business for over seventeen years.

4 Have you testified frequently as to property values in court?

A Yes, I have, I'm a qualified witness in the Circuit Court of Anne Arundel County, before the Property Review Board of Anne Arundel County.

5 Concerning the real estate in question, which is property in the Second Election District of Anne Arundel County at Crownsville, comprising three acres of land more or less, as owned by the parties to these proceedings. Have you had an opportunity to view that property in person?

A Yes, I have.

6 Have you also seen the improvements established thereupon?

A Yes, I have.

7 Would you describe to the Court the basic shape of the real

18

estate and the makeup of the improvements on the real estate?

A Yes, the land, there is .90 acres zoned for heavy commercial use. This portion fronts approximately 314 feet on Generals Highway, and then the remaining 2.10 acres is zoned for agricultural use. The improvement, the major improvement is a two story building which was a combination tavern and home, it is now unoccupied. The construction details of the building are as follows: foundation is cement block, the front part of the building is stucco over frame, and the side and rear portion there is some asbestos shingles and wood shingles, the roof is as of asphalt shingle composition. The building, I find to be, in need of painting and the roofing in need of repair. Other on/sight improvements include three small sheds, which have no contributory value to the overall property. There is also a well and septic system on the property, there is some paving and gravel driveway in front of the property, which is in poor condition.

8 As a result of your view of this land and improvements, have you reached a conclusion as to the present day market value?

A Yes, I have.

9 What is that value?

A My estimate of the value is as follows: I appraised the land at Seven Thousand Five Hundred Dollars ($7,500.00), the building at Fourteen Thousand and Five Hundred Dollars ($14,500.00), for a total fair market value of Twenty Two Thousand Dollars ($22,000.00).

19

10 Is this appraisal made in the light of comparable properties in the vicinity?

A Yes, it is, it is based on knowledge from appraising in the area and from selling real estate in the general area.

11 Is your opinion as to value effected in any way, Mr. Ogle, by the fact that the property at the present time is not in operating condition?

A Yes, it is.

12 To what extent, or in what way?

A Let me say this. I haven't put a dollars and cents estimate on this effect, however, there would have been another approach to the value of the property, that is, the income approach if the property were in operation. As is, we are more or less confined to the comparison approach for the land, and the cost approach less depreciation on the building.

13 I believe you are aware that the subject property is involved in a dispute between the parties to this case, and that the plaintiffs have requested a sale in lieu of division in kind. Is it your opinion that this property can be divided in kind among parties without damage to the real estate and the improvements?

A This would be impossible, due to the improvement and the particular location of the improvement on the lot.

(Mr. Klawans)

14 You are familiar with the values of real estate of that

20

vicinity of Anne Arundel County?

A Yes, sir, I am.

(Mr. Bald)

15 Are you related by blood or marriage to any of the parties to this action?

A No, I am not.

16 Do you have any interest in the outcome of the proceedings?

A No, I have no interest present or prospective in the subject property, or the outcome of these proceedings.

17 Financial or otherwise?

A None whatsoever.

QUESTION BY THE EXAMINER:

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

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

Answer.....No.....

Signature.....Maurice A. Gale

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

(Mr. Bald)

1 Will you state your full name and address, please?

A Vinton T. Bull, Edgewater, Maryland.

2 Will you state your present occupation?

A Supervisor of Assessments for Anne Arundel County.

3 How long have you occupied that position?

A Supervisor since 1957, and as an appraiser for the County since 1951.

4 As a result of this occupation are you called upon to view and review property and property values throughout the county?

A That is correct.

5 And to render opinions as to the valuation of real estate and improvements thereon?

A Yes, sir.

6 Have you had an opportunity to personally view the three acres which is the subject matter of dispute in this case, being three acres in the Second Election District at Crownsville?

A Yes, sir.

7 Would you, very briefly, describe the land and the improvements?

A Well, it's approximately, well, the deed is in two parts, one part contains two acres more or less, and the other part being an acre more or less. And it is in more or less a rectangular shape, having, and according to the Zoning Department of the County, approximately nine tenths of an acre which is heavy commercial. It is improved by this dwelling, two story dwelling, which was used as a store or a tavern and a residence combination, which now is vacant. It's condition at the

23

present time is not too good, needs some attention. It is of frame and masonry construction.

8 Does the real estate in question front on Generals Highway?

A It fronts on Generals Highway, which is almost directly across from the entrance to the Crownsville Hospital.

9 And what is the present zoning of the subject property?

A Approximately nine-tenths of it, according to the zoning map, is heavy commercial. The remainder would be, of course, agricultural.

10 Are the improvements on the commercial zone?

A The improvements would be on the commercial part.

11 Now, have you reached an opinion as to the present day market value of this property?

A Yes.

12 Would you state that?

A I came up with a land evaluation of Seventy Five Hundred ($7,500.00), and the improvements evaluation of Fourteen Five ($14,500.00) with a total of Twenty Two Thousand Dollars ($22,000.00).

And this land evaluation, of course, has been based on a study of land activities in the area, taking in consideration a part which is zoned as heavy commercial and the use in which it can be put.

13 Has your determination of present day market value been effected adversely by the fact that the property is not operating and is unoccupied as commercial at the present?

A Well, in a way, because, as I said, dealing with it here now you're dealing with, basically, a vacant piece of property. There is no way that you could enter into a capitalization of

any type of income from a comparative standpoint, as to its actual value. And then, of course, it's a question of what might be what other source it could be used that might better its income.

14 Is this property served by any public -- any system of public transportation?

A To my knowledge, there is no public transportation.

15 Is the road on which it faces a public county road?

A Well, that would be a state road.

16 Now, what is your opinion, Mr. Bull, concerning the divisiblity of this property in kind?

A Well, I don't see how it could very well be divided.

17 You're of an opinion then that the request of the parties to this suit to sell the property as an entirety to avoid damage or injury to the real estate, or to the value, is justified?

A I would think so.

25

QUESTION BY THE EXAMINER:

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

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

Answer.....No.....

Signature.....Winston T. Bell.....

MYRTLE H. SEGNER, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Bald)

1 Will you give your full name and address, please?

A Myrtle H. Segner, Crownsville, Maryland.

2 Are you one of the plaintiffs in the Bill of Complaint for Petition against Ethel H. and Stanley M. Kind?

A I am.

3 What is your relationship to the parties to this action?

A Ethel H. Kind is my sister, Stanley M. Kind is her husband.

4 And how about Dorothy Trapp and her husband?

A Dorothy Trapp is my sister and William G. Trapp is her husband.

5 Now you have requested in your Bill of Complaint that the real estate, which is the subject of this dispute, be sold. Is that true?

A Yes.

6 Do you persist in this request?

A I do because I think there's no alternative.

7 Now, what percentage is your interest or ownership in the subject real estate?

A Well, Ethel Kind and her husband, Stanley Kind, own 23.33%; the remainder 76.67% is owned equally by Dorothy Trapp, her husband, myself and my husband.

8 And when and by what manner did you and the other plaintiffs and the defendant acquire your present interest in this real estate?

A Well, in two ways, part of it was left to us in my mother's Last Will and Testament, one part we purchased.

9 Was your mother's Will admitted to Probate?

27

A Yes, it was.

10 In the Orphan's Court for Anne Arundel County?

A Yes.

11 Was her estate administered upon?

A Yes, it was.

12 What was the date of her Will?

A The Will was dated March 5th, 1957.

13 I show you a copy of the Last Will and Testament of Irene Fisher Hess, and ask you if you will look at this document and tell us if this is a true and correct copy of your mother's Last Will?

A Yes, it is.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF IRENE FISHER HESS FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

14 Now, you've testified, Mrs. Segner, that you acquired a portion of this real estate under your mother's Will. And under what document, or documents did you acquire the other portions?

A Under a deed dated July 11th, 1960, recorded in the records of Anne Arundel County in Liber G.T.C. 1408, Folio 275.

15 I show you a certified copy of a deed which bears the recordation date and place referred to, and between General Land Title Company, Grantor, Theodore B. Segner, Myrtle H. Segner, his wife, and others, and ask you if this is a true and valid copy of the deed to which you refer?

A Yes, it is.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EX.2)

16 Now, as a result of these two documents, did you then together with your sister, Dorothy Trapp, own 76.67%, or were there

8

some other transactions to give you that amount?

A No, after the second transaction, when we bought the other acre, we owned jointly 76.67%.

17 And is that the amount of undivided interest that you and Mrs. Trapp now have in this property?

A Yes.

18 Do you and Mrs. Trapp own jointly in an undivided interest between yourself this 76.67%?

A Yes, divided equally between the two of us.

19 Now, the land which is the subject of this dispute, will you describe it?

A Well, it's three acres of land, more or less, situated near the entrance to the Crownsville Hospital, and of course it has been zoned heavy commercial.

(Mr. Klawans)

20 A part of it has?

A Yes, a part of it, I think nine-tenths was zoned heavy commercial. And, of course, it was a very good business location.

(Mr. Bald)

21 Are there any encumbrances against the real estate now, that you know of, mortgages?

A No, there are taxes owing and there are some liens against the Kind share, that the retail sales tax division has a lien on their share of the property.

22 But this is not against the real estate as such?

A Not against the real estate as such, no.

29

23 And there is no mortgage encumbrance on the property?

A No, there is not.

24 And no encumbrance on your interest or that of Mrs. Trapp?

A No.

25 Now, after the acquisition of this real estate what business transactions took place between the plaintiffs and the defendants?

A Well, Ethel Kind and her husband wanted to lease the property, and we agreed to lease it to them. Now, they never signed a formal lease, they never signed a lease.

26 Did you actually come to terms as to the amount of the money to be paid?

A The amount of rent was to be Two Hundred Dollars ($200.00) a month.

27 And what was the date of accounting? When would that rent have started?

A It was the first day of May 1960.

28 And that was the date of your agreement?

A Yes.

29 Now, this Two Hundred Dollars per month, was that the total rent that was to be paid to all of you by the Kind's?

A Well, out of the Two Hundred Dollars the Kind's would retain their portion, which would be 23.33%.

30 In other words, this Two Hundred Dollars was the gross rent that the Kind's paid, as tenants, to you and the Trapp's and to themselves, as owners?

A Yes.

31 Now, what would the total obligation be at Two Hundred Dollars

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per month to the date of the filing of this action?

A Seven Thousand Dollars.

32 And what would be the amount of money due, just to you and Mrs. Trapp, the plaintiffs, by the defendants eliminating their share back out of the total rent paid?

A Two Thousand Eight Hundred and Forty Three Dollars and Eighty Six Cents ($2,843.86).

33 Have any portions of that balance been paid to you by the defendants, or either of the defendants?

A No.

34 As a result of this joint ownership between yourselves as plaintiffs and the defendants, have you advanced or expended any other monies for the benefit of the defendants, which you have not been paid?

A Yes, their share of the taxes and the fire insurance.

35 Now, what sums have you advanced for taxes that have not been paid back to you?

A Well, it's Forty Two Dollars and Fifty Seven Cents ($42.57) for real estate taxes.

36 For what year?

A For 1961. And then their insurance would be Thirty Six Dollars and Thirty Eight Cents ($36.38) for the years 1961, 1962 and 1963.

(Mr. Klawans)

37 Is that their share, the defendants' share or the total?

A The defendants' share.

38 And what was the total that you paid for taxes and insurance?

31

A Well, now, the insurance a Hundred and Fifty Five Dollars and Eighty Six Cents ($155.86) yearly. That was the entire amount. And of that One Hundred and Fifty Five Eighty Six, I think that's right, Thirty Six Dollars and Thirty Eight Cents was the Kind share of that sum.

(Mr. Bald)

39 In other words, Mrs. Segner, isn't it true that the Forty Two Fifty Seven ($42.57), the real estate taxes; and Thirty Six Thirty Eight ($36.38) for insurance for the years in question were the 23.33% of the total expenditures for taxes and insurance, or therefore the sum attributable solely to the defendants?

A Yes.

40 Now, since the inception of this joint ownership, have you attempted, with the defendants, either through their occupancy or in any other ways to make this property self-sufficient and income producing?

A Yes.

41 And have the defendants refused to cooperate with you?

A Yes, they've been in dire difficulty and lost the license, and as a last resort asked me to buy it out so that they wouldn't lose everything. And, of course, she went into this agreement and then failed to comply with all of it.

42 In other words, when she indicated that she would sell it out, did she mean she would sell it to you and Mrs. Trapp?

A Yes.

43 And did you agree to do that?

A Yes, we agreed.

44 And did she carry through with that?

A No, she did not.

45 In furtherance of that undertaking, was an agreement prepared?

A Yes, an agreement was prepared.

46 I show you a Contract of Sale bearing the date of March 13, 1963, purporting to bear the signatures of Myrtle Segner, Dorothy Trapp, Ethel Kind, John Demyan, Jr., and ask you if this is a copy of the agreement to which you recently referred in your testimony?

A Yes, it is.

47 And is that your signature?

A Yes, it is.

48 And the signature of Mrs. Trapp and Mrs. Kind and Mr. Demyan?

A Yes.

49 And the General Land Title Company?

A Yes.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EX.3)

50 Now, as a result of your inability to work these arrangements out with the defendants, and as a result of the defendants refusal to cooperate, what has developed?

A Well, the property, of course, is setting idle; naturally, it is deteriorating, and of course it's costing money to maintain it. And, of course, the liquor license has been lost. I don't think there's any chance of regaining that, and that would prove/quite a loss in the sale of the property.

51 Now, you say the property is now unoccupied?

A Yes.

33

52 Why was the liquor license lost?

A Well, because Mrs. Kind failed to sign the agreement, and of course had I signed for them I would have been responsible for all her debts, quite a sum that she owes. In fact, there's Fourteen Hundred Dollars ($1,400.00) owing to the Retail Sales Tax. And all of these bills I would have been obligated to pay all of them had I renewed the license. And, of course, we couldn't renew them even when she failed to sign the agreement.

53 Do you know what those debts total, approximately?

A Ten Thousand or more, and there have been other cases that I have learned of since, of their indebtedness.

54 And if you would have attempted to take over the operation of the premises, and to assume the liquor license, you would have been obligated to pay these sums?

A Yes, all of them.

55 And still without having the interest of your sister, the defendant, transferred?

A That's right.

56 Now, earlier you said that she did agree to sell the property to you, and the Exhibit 3 there indicates her agreement, but you testified that she failed or refused to carry through that agreement?

A Yes.

57 And did you have prepared and offer her a deed for execution?

A Yes.

58 To convey her title in the real estate to you?

A Yes.

59 And did she refuse to sign?

A Yes, she did.

60 At the present time is the real estate up for tax sale?

A Yes, it is.

61 Therefore, your request is rather an urgent one to preserve whatever equity or interest might be found in the property, to get it back in your name or to do something with it to avoid it's total loss?

A That is right.

62 Now, in your opinion, Mrs. Segner, is this property fairly the subject of division among the three sisters? Is it fairly subject to being partitioned or divided in kind among you three sisters?

A No, it would be impossible to do it.

63 Why do you say that?

A Well, the building is on one part of the land, the other is vacant, so it is impossible to divide a building in part, they'd be nothing to divide. Of course, if and when it is sold, then, of course, the money can be given as to our proper share.

64 So that is your request of the Court, to authorize that the property be sold and the proceeds, after paying all the public charges, be divided among the parties to this action as their interest may appear?

A Yes.

65 Now, you have also alleged certain monies due by your sister to you and Mrs. Trapp. Is it also your request to the Court that a judgment be made in your favor, crediting this sum to

55

you out of your sister's share?

A Yes, it is.

66 And that therefore, after the deduction of all public cost and debts, that the proceeds be divided to you and Mrs. Trapp giving full credit for the sums of money that you've testified were due to you and Mrs. Trapp by the defendants?

A Yes.

67 You've requested the Court to appoint a Trustee for the purpose of making the sale of the property in such manner as the Court shall direct. Do you persist in this request?

A Yes, I do.

(Mr. Klawans)

68 What is the total amount of your claim against the defendants?

(Mr. Bald)

69 What, in your opinion, is this property worth, Mrs. Segner?

A Well, I would say when we bought the one share we bought it on the basis of Twenty Three Thousand Five Hundred Dollars ($23,500.00).

70 And that was the total value of the property would have been worth that?

A Yes.

71 When was this sale made?

A In 1960. If Mrs. Kind had gone through with this sale I had a purchaser for Forty Five Thousand Dollars ($45,000.00), but she refused to sign after all this was done.

72 That purchase price, though, was based upon the sale of the real estate and the business as a going business?

A As a going business, yes.

(Mr. Klawans)

73 What is the total amount of your claim?

A Two Thousand Nine Hundred Ninety Five Dollars and Fifty Seven Cents ($2995.57).

(Mr. Bald)

74 Now, I want to clear that up. Is it not true that that indebtedness was up to March the 26th, 1963?

A Yes, that was up until then.

(Mr. Klawans)

75 Are the defendants entitled to any offset against this, for anything they have advanced?

A Well, now, when Mrs. Kind went through this agreement we took an inventory of stock, and that was turned over to me and neither one of us have totaled even to this date, that was the only thing. Of course if she'd gone through with the settling it that would have all been taken care of, that is the only thing they ever advanced.

(Mr. Bald)

76 Well, then, if this total indebtedness that you just testified to, in the amount of Twenty Nine Ninety Five Fifty Seven ($2995.57) is the amount due as of March 26, 1963, is it not true that you would be due 76.67% of Two Hundred Dollars per month from that date until the present time, in addition?

A Yes.

77 Now, translating that into dollars and cents, what would that amount to?

A Three Hundred Eighty Dollars and Six Cents ($380.06).

(Mr. Klawans)

78 What are the items which make up the Twenty Nine Hundred and

37

Ninety Five Dollars?

A That is the rent that they did not pay us when they were in there. It got to a point where they refused to pay any rent.

79 For what period of time?

A You mean, from what period of time did they stop paying rent?

80 For what period is this Twenty Nine Ninety Five over?

A Well, it was rent that they did not pay starting from May 1960 until March 1963.

81 Plus Forty some Dollars in taxes and Seventy some Dollars in insurance?

A Thirty Six Thirty Eight each year for '61, '62 and '63.

82 Now, when did they vacate the property?

A March 26, 1963.

83 And under what circumstances did they vacate it?

A Well, Mrs. Kind was at the point where the business had fallen off, she owed all of these debts, and had lost her liquor license, according to the Liquor Board, for serving minors and the license would not have been renewed anyhow because of the debts that they owed. See, there was just a short period to go before the license would have expired. And while I was reluctant to go into the business, I told her that I would take it over to salvage what I could for all of us out of it, if she conveyed the property. Of course, she did agree to do that.

84 That was when this contract that is in evidence was made and she subsequently refused to sign the deed? And did she vacate the property of her own volition?

A Yes.

85 And against your wishes?

A Yes, I'd say against my wishes.

86 There was no agreement between you and her that she get out?

A No, she just said that she had to get out, she had lost the license and unless they were transferred to someone by the end of April they would be lost.

87 Well, in other words, she broke her lease?

A Yes.

88 And that was not consented to by you and your sister?

A No.

89 Now, did you state that you did take over the stock of the defendants?

A Yes.

90 And are you able to state the approximate value of that stock?

A Actually I'm not. When it was taken the first time she had to send a copy of it to the Alcoholic Beverage Division, so that she could sell it, and by the time I was ready to take over she had sold quite a bit of it and she took a lot of it with her, and we took another inventory.

(Mr. Bald)

91 Did you ever receive any benefit or credit from the use or sale of any of that stock, and if so, what would the total collective value have been to you?

A Well, I hate to hazardly guess, but I don't think she had more than Three Hundred Dollars worth of stock.

92 Where is that stock now?

A Well, the month that I was there some of it was sold, some of it I still have.

39

(Mr. Klawans)

93 The oral lease -- was it agreed between you and the defendants how long they would have the property?

A At one time we said we would give them a lease for a year, that's what they asked for, then they said no, they wanted five years and an option to buy. At one time we gave them an opportunity to buy, but we heard nothing about that either.

94 Then subsequently they refused to sign a written lease?

A Yes.

95 They were already in the place?

A Yes, actually, my sister and I, Mrs. Trapp and I had nothing to do with turning the building over to them. I don't know who turned the building over to them, whether it was Mrs. Stehle, who was the Executrix, or Mrs. Virginia Hess who was renting the building. We were actually denied admittance to the building once they got in it.

96 Was there any agreement, when they refused to sign the written lease, how long they were to lease the place for?

A No, they never agreed to anything, they would never agree to anything.

QUESTION BY THE EXAMINER:

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

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

Answer.....

Signature...Myrtle H. Seymer

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DOROTHY H. TRAPP, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Bald)

1 Will you give your full name and address, please?

A Dorothy H. Trapp, 7112 Varnum Street, Landover Hills, Prince George County.

2 Are you one of the parties, plaintiff, in an action against Ethel H. and Stanley Kind?

A Yes, I am.

3 Are you the sister of Myrtle Segner and Ethel Kind?

A Yes, I am.

4 In your opinion, Mrs. Trapp, is the real estate which is the subject matter of this dispute capable of partition or division in kind?

A No, it isn't.

5 You have asked the Court to decree a sale of the real estate and division of the proceeds, is that still your wish?

A Yes, sir.

6 Now, you have heard at length the testimony of your sister, Myrtle Segner, who is a co-plaintiff in this case?

A Yes.

7 Did you understand all of the questions asked?

A Yes.

8 And all of the answers that she gave?

A Yes.

9 And do you ratify and confirm all of the answers which your sister gave?

A Yes, I do.

10 And accept them as your testimony, as a co-plaintiff in this matter?

A Yes, I do.

11 Is there anything else that you would like to add to this testimony that you feel is noteworthy or appropriate to be mentioned?

A No.

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.Dorothy H. Trapp,

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

I hereby certify that the aforegoing testimony was taken at the instance of the 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 17th day of ~~January~~ February 1964.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00

I.H. $24.00

45

CONTRACT OF SALE

THIS AGREEMENT made this 13th day of March, 1963, by and between ETHEL H. KIND and STANLEY L. KIND, her husband, individually, and HESS' RESTAURANT, INC., a body corporate, and THE GENERAL LAND TITLE COMPANY, a body corporate, hereinafter collectively called SELLERS, and MYRTLE H. SEGNER and DOROTHY H. TRAPP, hereinafter called BUYER, WITNESSETH:

WHEREAS, SELLERS are the owners of a Tavern Business at Crownsville, Anne Arundel County, Maryland, and the improvements thereon known as Hess' Restaurant, Inc. and also known as Kind's Tavern, and

WHEREAS, SELLERS are desirous of selling and BUYER is desirous of buying the said Tavern Business as a going business, together with the good will, including SELLERS' interest in the real estate wherein subject business is being operated, and also including the liquor license and certain stock and equipment as listed on Enclosures A and B attached hereto and made an integral part hereof, and the parties desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the sum of Nine Thousand Dollars ($9,000.00), payable in full in cash on the date of settlement, which shall be fixed as Tuesday, March 26, 1963 at 2:00 P.M. in the offices of Childs and Bald, Attorneys, Annapolis, Maryland, BUYER agrees to buy and SELLERS agree to sell the aforesaid Tavern Business as a going business to include the liquor license, the good will and all of the stock and equipment shown on Enclosures A and B, and particularly SELLERS' interest in the real estate from which subject business is operated, which real estate is more particularly described as follows:

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

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Examiner's Exh. 3 E. Clemens, Examiner

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BEGINNING for the same at a point on the northeast side of the "GENERAL'S HIGHWAY", said point of beginning being North 49° 53' East 123 feet from the northeast foundation post of the freight warehouse at Crownsville Station, thence with said Highway, paralleling the curves thereof, a chord course and distance of South 47° 30' East 200 feet to a stake set northeasterly 26.4 feet from the center of a concrete culvert, thence leaving said Highway NVrth 42° 30' East 435.6 feet to a stake, thence NRrth 47° 30' West 200 feet to a stake and South 42° 30' West 435.6 feet to the place of beginning, containing two (2) acres, more or less.

BEING the same property conveyed to The General Land Title Company, a body corporate of the State of Maryland, Trustee, by deed dated April 12, 1960 from Emma H. Stehle in her own right and Emma H. Stehle as the Executrix of the Last Will and Testament of Irene Fisher Hess, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1386, folio 338.

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

And upon payment as above of the unpaid purchase money, SELLERS will execute a Bill of Sale covering the stock and equipment described on Enclosures A and B; a transfer of the liquor license; and a deed for the real estate, all at BUYER'S expense which shall convey all of the properties, real and personal embraced herein, by good and merchantable titles to BUYER.

Taxes and all other public charges shall be paid or allowed for by SELLERS to settlement date.

This contract is contingent upon the Anne Arundel County Liquor Board's approval and effective transfer of the liquor license now existing upon said premises to and unto BUYER on or before April 1, 1963. The contract is also contingent upon the ability of BUYER to pay off in full (or obtain a waiver from unpaid creditors pursuant to Article 83, Section 99 of the Annotated Code of Maryland, 1957 as amended) <u>all</u> creditors

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of SELLERS out of the $9,000.00 purchase price established therefor, including the payment of all creditors of SELLERS whether listed in SELLERS' affidavit or not, it being the intent of the parties that the full obligation of BUYER is to pay the sum of $9,000.00 for the purpose of acquiring the total interest of SELLERS in the real estate, the stock, the equipment, the liquor license, the good will and otherwise, free and clear of all encumbrances. If either of these contingencies are not met, this contract of sale shall, at BUYER'S option, become a nullity.

The parties do further agree that final distribution hereunder may be withheld until ninety-one (91) days after March 26, 1963.

Time is the essence of this contract.

WITNESS the hands and seals of the parties hereto on the day and year first above written.

WITNESS:

LeRoy Bald.

Ethel Hess Kind (SEAL)
Ethel H. Kind

(SEAL)
Stanley L. Kind

Individually
SELLERS

ATTEST:

Robert Coale
Robert Coale, Secretary

(corporate seal)

HESS' RESTAURANT, INC.

By: Ethel Hess Kind
Ethel H. Kind, President

SELLERS

ATTEST:

Kathryn Conboy
Kathryn Conboy, Sec.

(corporate seal)

THE GENERAL LAND TITLE COMPANY

By: Myrtle H. Segner
Myrtle Segner

Dorothy H. Trapp
Dorothy Trapp

Ethel Hess Kind
Ethel H. Kind

Myrtle H. Segner
John Demyan, Jr. Pres.

SELLERS

WITNESS:

LeRoy Bald.

Myrtle H. Segner
Myrtle H. Segner

Dorothy H. Trapp
Dorothy H. Trapp

BUYERS

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LIST OF CREDITORS OF ETHEL HESS KIND,
HESS' RESTAURANT, INC. and KIND'S TAVERN,
Crownsville, Anne Arundel County, Maryland
as of March 13, 1963 and affidavit therefor.

Edward Kramer	Annapolis, Maryland	$3,000.00
Virginia R. Hess	6723 North Hampton Pl. Bayside Gardens, Bradenton, Fla.	2,500.00
F. A. Davis & Sons	119 S. Howard, Balt. Md.	729.05
McNew Bros. Inc.	Annapolis, Maryland	321.94
Keeney Music	Annapolis, Maryland	157.40
Balt. Gas & Elec. Co.	Annapolis, Maryland	141.67
C & P Telephone Co.	Annapolis, Maryland	94.77
Nationwide Advertising	Arlington, Texas	67.28
ABC Security Corp.	Edgewater, Maryland	35.00
Gillette-Wright	201 N. Franklintown Rd. Baltimore, Maryland	66.04
Hyatt Insurance	1919 West Street Annapolis, Maryland	24.66
Bob's Garage	Crownsville, Maryland	19.08
Family Shoe Store	118-120 Main Street Annapolis, Maryland	47.94
Dorothy Trapp & Myrtle Segner	Crownsville, Maryland	4,000.00
Kotzin's	Annapolis, Maryland	30.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Before me a Notary Public in and for the State and County aforesaid, personally appeared Ethel Hess Kind, who being by me first duly sworn upon her oath, did depose and say that the foregoing statement contains the names of all the creditors of Ethel Hess Kind, individually and Hess' Restaurant, Inc., a body corporate (also known as Kind's Tavern), together with their addresses and that the amount set opposite each of said respective names is the amount now owing by sellers to such creditors, and that there are no creditors holding claims due or which shall become due for or on account of goods, wares, merchandise, or fixtures purchased upon credit or on account of money borrowed to carry on the business of which said stock or fixtures or stock and fixtures are a part, other than as set forth in said statement, and the facts set out in this affidavit are within the personal knowledge of said affiant and are true, and that said affiant is competent to testify thereto.

Subscribed and sworn to before me this 13th day of March 1963.

Mildred Ann Ball
Notary Public

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ATTORNEYS AT LAW
ANNAPOLIS, MD.

Ethel Hess Kind

MYRTLE H. SEGNER, AND :
THEODORE B. SEGNER, HER HUSBAND,
AND
DOROTHY H. TRAPP, AND
WILLIAM G. TRAPP, HER HUSBAND, :

Plaintiffs,

vs.

ETHEL H. KIND, AND :
STANLEY M. KIND, HER HUSBAND,

Defendants.

No. 15,879 Equity

In The Circuit Court For

Anne Arundel County.

REPORT OF MASTER IN CHANCERY

9/26/63 The plaintiffs seek a partition sale of realty in Anne Arundel County; and to charge defendants' share of the proceeds of sale with rents, taxes, and insurance premiums alleged to be owed by the defendants to the plaintiffs.

The only process was by order of publication, published in the Maryland Gazette once a week for four successive weeks before November 4, 1963, first insertion on October 3, 1963, requiring the defendants to appear by December 6th, 1963. The object and substance of the bill of complaint were fairly stated therein. This will not support any decree in personam against the defendants. (Ortman v Coane, 181 Md 596, 31 A. 2d 320). The defendants did not appear or file answer. The money claims of the plaintiffs against the defendants cannot be granted, in this action, in absence of service of process upon them in this State, or voluntary appearance by them.

does not apply to [illegible]

Affidavit was made that a copy of the bill of complaint, and of the order of publication, were mailed to defendants at the address last known to their last known attorney. It appears this was not received by them, in that plaintiffs' solicitor stated that notice of taking testimony was not given because this affidavit showed inability to locate the defendants.

12/12/63 Affidavit was made that the defendants are not in military service.

12/13/63 Decree pro confesso, and leave to take testimony, were granted.

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1/7/64 Testimony was taken. Defendants were not notified, because of inability to locate them, as established in the aforesaid affidavit.

MAURICE C. OGLE, real estate broker, and VINTON BULL, Tax Assessor, testified that the property consists of about three acres, at Crownsville, of which about 0.9 acre is zoned for heavy commercial use. The property fronts about 314 feet on General's highway, and is improved by a building xxxxxxxx that formerly was a tavern and a home, but which now is unoccupied. The building is stucco over frame, or asbestos or wood shingles over frame, roof of asphalt shingles, concrete block foundation, with well and septic tank. The building needs paint, and the roof needs repairs. There are three sheds on the premises, which add no value. There is a paved driveway. They value the land at $7,500 and building at $14,500 for a total of $22,000. If the business had been in operation, valuation would have been by a different approac and might have led to a higher value. The building prevents division in kind.

MYRTLE H. SEGNER testified that by a combination of the will of Mrs. Irene Fisher Hess recorded among the records of the local Orphans Court and filed in this evidence as Exhibit 1, and by a deed from The General Land Company, Trustee, dated 7/11/60, recorded Book 1408 p. 275, a certified copy of which is filed in this evidence as Exhibit 2, the parties own the above realty in the following proportions:-

Myrtle H. Segner and Theodore B. Segner, her husband, 38.33%
Dorothy H. Trapp and William G. Trapp, her husband, 38.34%
Ethel H. Kind and Stanley M. Kind, her husband, 23.33%

By the will of Mrs. Irene Fisher Hess, she devised the rest and residue of her estate to her daughters in the following shares:-

Emma Stehle 40%
Dorothy Trapp 25%
Myrtle Segner 25%
Ethel Kind 10%

The above mentioned deed conveyed to the following persons undivided shares in fee simple as tenants in common in a described two acres of land and in another described one acre of land, in the following proportions:-

13.33% to Myrtle H. Segner and Theodore B. Segner as tenants by entireties.

13.34% to Dorothy H. Trapp and William G. Trapp, her husband as tenants by entireties.

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13.33% to Ethel H. Kind and Stanley M. Kind, her husband, as tenants by entireties.

Probably the deed conveyed the 40% interest of Emma Stehle under the will of Mrs. Hess, and the two parcels described in the deed are the same property which was devised under the will of Mrs. Hess, but these facts do not appear in the record of this action. A written statement of an attorney, that he has examined the records and these facts are so, would suffice to remove these questions.

All three of the aforesaid witnesses testify that the land cannot be divided in kind, because of the building. Dorothy H. Trapp also so testifies.

2/17/64 The testimony was filed.

2/28/64 The case will be ready for decree.

When a new military affidavit has been filed, and the above statement of an attorney has been filed, the decree submitted herewith is recommended. For lack of jurisdiction in personam over the defendants, it is believed that plaintiffs' claims under evidence stated below cannot be granted by the Court in this action, and should be dismissed without prejudice.

Mrs. Myrtle H. Segner, and Mrs. Dorothy H. Trapp, testify that Ethel H. Kind and Stanley M. Kind desired to lease said premises from the plaintiffs for five years commencing May 1, 1960, with option to purchase, and took possession and operated a tavern thereon. A written lease was prepared; but defendants refused to sign it. The rent which had been agreed was to have been $200 per month, of which defendants' share would have been 23.33%. When defendants refused to sign the lease, there was no subsequent agreement as to the amount of rent to be paid by them, nor how long defendants were to have the premises. The plaintiffs never gave possession to the defendants; but were denied admittance by the defendants. The defendants subsequently requested the plaintiffs to purchase defendants' tavern business and interest in the realty. A written contract, filed in evidence as Exhibit 3, was signed by all parties except Stanley M. Kind, which provided that for a total price of $9,000 defendants and The General Land Title Company agreed to sell to Myrtle H. Segner and Dorothy H. Trapp the tavern business as a going business, defendants' interest in the realty, the liquor license, stock and equipment as per attached inventory. Sale was contingent upon appro al of the transfer of the liquor licensw, and upon freedom from claims of creditors under bulk

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sale law. The contract was not consummated, because the liquor license was taken away from defendants for sale to minors and probably cannot be recovered, and defendants could not clear away claims of creditors which amounted to some $10,000 including some $1,400 owed to Retail Sales Tax Division, and defendants refused to convey their interest in the realty. Defendants vacated the premises March 26, 1963, without consent of the plaintiffs.

The plaintiffs claim 76.67% of $200 per month rent from May 1, 1960, and state this amounts to $2,997.57 up to March 26, 1963 when defendants vacated the premises, plus rent thereafter at said rate. Plaintiffs also claim that defendants owe 23.33% of $155.86 paid by plaintiffs yearly for fire insurance, amounting to $109.14. Plaintiffs also claim $42.57, being 23.33% of taxes paid by plaintiffs for the year 1961.

Because of said conduct of the defendants, the property has produced no income, is unoccupied, is deteriorating, costs money to maintain, is near tax sale, and it is urgent that there be a sale to prevent a total loss of it.

E. [illegible]

Master In Chancery

MYRTLE H. SEGNER, et al.	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
ETHEL H. KIND and STANLEY M. KIND,	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
Defendants	***	No. 15,879 EQUITY

DECREE

The within case having been submitted for Decree, the proceedings were read and testimony duly considered and it appearing to the Court that the property, the subject to these proceedings, is incapable of division in kind without damage to the parties hereto.

It is thereupon this 2nd day of March, 1964, ADJUDGED, ORDERED and DECREED by the Circuit Court for Anne Arundel County, in Equity, that the subject property be sold and to this end LeRoy Bald be and he is hereby appointed Trustee for the purpose of making sale of the property in accordance with the terms and provisions hereinbelow set forth.

The said Trustee shall first file with the Clerk of this Court a bond to the State of Maryland, executed by him, and a surety or sureties, to be approved by this Court in the penalty of TWENTY-FIVE THOUSAND Dollars conditioned upon the faithful performance of the trust in him reposed by this Decree, or to be reposed in him by any further Decree or Order in these premises. He shall then proceed to make the sale of the property herein described, by giving at least three weeks notice by advertisement published in Anne Arundel County, and such other notice as he may think proper of the time, place and manner of sale, the terms of which shall be as follows: a deposit of 10% of the purchase price is to be paid in cash on the day of sale, deferred payment

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shall bear interest at the rate of 6% per annum from the day of sale; and if the property is not sold at public sale on the day so advertised, the Trustee shall proceed to make sale at either private or public sale, to the best advantage and upon the terms, as hereinabove set forth.

As soon as may be convenient after said sale the Trustee shall return to this Court a full and particular account of the same with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on ratification of such sale by the Court and upon the payment of the whole purchase money, and not before, the Trustee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser, or purchasers, of the said property, his, or their heirs and assigns, the property to him or them sold, free, clear and discharged of all claims of the parties hereto, Complainants and Respondents and all those claiming by, from, or under them or any of them; and the Trustee shall bring into this Court the money arising from said sale or sales to be divided among the parties hereto as their interest may then appear, under the direction of this Court, after deducting the costs of the suit and such commission to the Trustee, as this Court shall find proper to allow in consideration of the skill, attention and fidelity wherewith said Trustee shall appear to have discharged trust.

O. Bowie Duckett

JUDGE

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MYRTLE H. SEGNER, ET AL,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS.	*	FOR
ETHEL H. KIND and STANLEY M. KIND, her husband,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 15,879 EQUITY

* * * * *

ANSWER TO BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come the Defendants, Ethel H. Kind and Stanley M. Kind, her husband, by Noah A. Hillman their Solicitor, for Answer to the Bill of Complaint in this case respectfully show:

1. The allegations of paragraph 1 are admitted.

2. The allegations of paragraph 2 are a mixture of fact and opinion, as to which these Defendants say: they admit not being able to agree as to the value of the property, they deny that the use to which the property should be put has materially affected negotiations between the parties, they deny that the management of the property has been a problem, they deny that the property has failed to produce the income which it should produce has been because of the allegations made in paragraph 2 and as to whether the property is to be offered for sale by the Treasurer of Anne Arundel County for non-payment of real estate taxes this is doubtless true if the taxes have not been paid.

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

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3. The allegations of paragraph 3 are correct insofar as the statement these Defendants occupied the property as tenants. But they deny there is a balance due as Plaintiffs' share of rent in the sum of $ 2,843.86 and call for strict proof thereof.

4. The allegations of paragraph 4, as to real estate taxes, can neither be admitted nor denied because these Defendant have not in their possession a reckoning, this being in the possession of the Plaintiffs. Whether the real estate taxes and insurance were paid, from the rents received by Plaintiffs, these Defendants do not know. An accounting therefor is demanded.

5. The allegations of paragraph 5 are admitted to the extent that Plaintiffs offered to buy these Defendants' interest in the real estate and tavern business, as indicated by the agreement which is filed in this cause. These Defendants deny that because they did not consummate the agreement by actual purchase occasioned the greater loss and expense referred to by Plaintiffs. Further, upon hearing hereof these Defendants can and will show good reason why the agreement was not consummated.

6. The allegations of paragraph 6 are conclusions of the Plaintiffs of their own actions and these Defendants show that it was the Plaintiffs who refused to cooperate.

7. The allegations of paragraph 7 are admitted.

8. The allegations of paragraph 8 are admitted.

9. Further answering the Bill of Complaint and the prayers thereof these Defendant say that they have no objection to the sale of the real estate and division of the proceeds in accordance with law but they do call upon the Plaintiffs for

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

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lawful and positive proof for such sums of money the Plaintiffs claim as owing to them.

Wherefore, having answered the Bill of Complaint as fully as they can these Defendants pray to be dismissed, with costs.

DEFENDANTS

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

SOLICITOR FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of July, 1964, I mailed a copy of the foregoing Answer to Bill of Complaint, addressed to the Law Office of Leroy Bald, Esq., Solicitor for Complainants, 192 Duke of Gloucester St., Annapolis, Maryland.

Solicitor for Defendants

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

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CHILDS AND [illegible]LD
Attorneys at Law
192 Duke of Gloucester Street
Annapolis, Maryland

Trustee's Sale
OF COMMERCIAL PROPERTY

Located near Crownsville, on Highway 178, Second Election District, Anne Arundel County, State of Maryland.

By virtue of a decree dated the 2nd day of March 1964; issued out of the Circuit Court for Anne Arundel County in a cause known as No. 15,879 Equity entitled "Myrtle H. Segner, et al. vs. Ethel H. Kind and Stanley M. Kind," LeRoy Bald was appointed Trustee for the purpose of selling the property, the subject of said suit. Therefore, in accordance with said decree the said Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland on

THURS., AUG. 13, 1964 AT 11 O'CLOCK A.M., E.D.S.T.

All those lots or parcels of land situate, lying and being on Highway 178 near Crownsville, Second Election District, Anne Arundel County, Maryland, and more particularly described as follows:

PARCEL No. 1
Beginning for the same at a point on the northeast side of the "General's Highway," said point of beginning being North 49 deg. 53' East 123 feet from the northeast foundation post of the freight warehouse at Crownsville Station, thence with
No. 1 said Highway, parallelling the curves thereof, a chord course
59 and distance of South 47 deg. 30' East 200 feet to a stake set northeasterly 26.4 feet from the center of a concrete culvert, thence leaving said Highway North 42 deg. 30' East 435.6 feet to a stake, thence North 47 deg. 30' West 200 feet to a stake and South 42 deg. 30' West 435.6 feet to the place of beginning, containing two (21) acres, more or less.
PARCEL No. 2

OFFICE OF

Evening Capital

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

BOOK 158 PAGE 263

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1964

We hereby certify, that the annexed

Trustee's Sale

Ethel H. Kind

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of August, 1964. The first insertion being made the 24th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 AUG
-4 PM 3:33

Beginning for the same at a pipe previously set on the northeast side of the "General's Highway" at the intersection of the said side of said Highway with the westernmost side of the conveyance from William G. Williams, et al, to John Hess and Irene Hess, by deed dated June 22, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 98, folio 280; thence, with said side of said Highway, North 47 deg. 30' West 100 feet to the conveyance from William G. Williams, et al, to John A. Willson and Mary H. Willson, his wife, dated July 8, 1933, and recorded in the aforesaid Land Records in F. S. R. 112, folio 195; thence leaving said Highway and with the southeast side of said conveyance to Willson North 42 deg 30' East 435.6 feet; thence leaving said conveyance to Willson South 47 deg. 30' East 100 feet to the northwest corner of said conveyance to Irene Hess; thence with the northwest side of said conveyance to Hess, South 42 deg. 30' West 435.6 feet to the point of beginning. Containing one (1) Acre of land, more or less, according to a plat and survey by Edward Hall Jr., County Surveyor, in June, 1932.

BEING the same property acquired by Myrtle H. Segner, Dorothy H. Trapp and Ethel H. Kind under the Last Will and Testament of Irene Fisher Hess, dated March 5, 1957 and by deed dated July 11, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1408, folio 75.

THIS PROPERTY IS IMPROVED by a two story part stucco building with basement, the approximate dimensions being 50 feet x 27 feet, and having asphalt and cedar shingle siding, with a rubberoid shingle roof. First floor interior is divided into two rooms, kitchen area and bar, with two rest rooms. Bar area: 34 feet by 30 feet. There is an upstairs apartment with five spacious rooms and bath.

TERMS OF SALE: A deposit of ten percent (10 per cent) will be required of the purchaser on the day of sale, and the balance to be paid in cash upon ratification of sale with interest at six per cent (6 per cent) on the unpaid balance from the date of sale to date of settlement. Taxes, insurance and other public charges will be adjusted to date of sale.

FOR FURTHER DETAILS, inquire at the office of the undersigned.

LEROY BALD, TRUSTEE
192 Duke of Gloucester Street
Annapolis, Maryland
Telephone: Colonial 7-8191
Robert H. Campbell
Auctioneer. A-1

MYRTLE H. SEGNER, ET AL,	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
ETHEL H. KIND and STANLEY M. KIND, her husband	*	NO. 15,879 EQUITY

* * * * *

PETITION TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of LeRoy Bald, Trustee in the captioned cause respectfully shows:

1. That he was appointed Trustee by decree of this Honorable Court dated March 2, 1964 in the instant case.

2. Through inadvertence he has neglected prior hereto to file the bond.

3. The sale was held August 13, 1964, but he requests this Honorable Court to pass an Order in these presents permitting him to file his bond forthwith nunc pro tunc in these presents.

Respectfully submitted.

CHILDS AND BALD

By: LeRoy Bald
LeRoy Bald, Trustee
192 Duke of Gloucester St.
Annapolis, Md.
Co. 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1964 AUG 17 PM 3:53

60

MYRTLE H. SEGNER, ET AL,	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
ETHEL H. KIND and STANLEY M. KIND, her husband	*	NO. 15,879 EQUITY

******

ORDER

ORDERED this 17th day of August, 1964, on the aforegoing Petition, that LeRoy Bald, Trustee, be, and he is hereby, permitted to file his bond in these presents as of August 12, 1964, Nunc Pro Tunc.

Matthew S. Evans
JUDGE

FILED
1964 AUG 17 PM 4:01

61

Trustee's Bond No. 15,879 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 158 PAGE 267

THAT WE LeRoy Bald BOOK 12 PAGE 483

as principal,

and The Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five thousand and 00/100 ($25,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 12th day of August in the year of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden LeRoy Bald by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed trustee to sell real estate

mentioned in the proceedings in the case of Myrtle H. Segner etal

vs.

Ethel H. Kind and Stanley M. King

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Signed, sealed and delivered in the presence of

Betty Lee Hall

LeRoy Bald (SEAL)

(SEAL)

The Hartford Accident and Indemnity Company (SEAL)

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

State of Maryland, Baltimore City, sct:

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

1964 AUG 17 PM 4:01 FILED

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19 ...

By: *Vice President*

ATTEST:

Assistant Secretary

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

, 19

Assistant Secretary

Bond approved this 17 day of August, 1964 nunc pro tunc as of Aug. 12. 1964.

Louis N. Phipps, Clerk

12

ROBERT H. CAMPBELL - - Auctioneer

CHILDS AND BALD
Attorneys at Law
192 Duke of Gloucester Street
Annapolis, Maryland

TRUSTEE'S SALE
OF
Commercial Property

Located near Crownsville, on Highway 178, Second Election District, Anne Arundel County, State of Maryland.

By virtue of a decree dated the 2nd day of March 1964; issued out of the Circuit Court for Anne Arundel County in a cause known as No. 15,879 Equity entitled "Myrtle H. Segner, et al vs. Ethel H. Kind and Stanley M. Kind," Leroy Bald was appointed Trustee for the purpose of selling the property, the subject of said suit. Therefore, in accordance with said decree the said Trustee will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

THURSDAY, AUGUST 13, 1964

AT 11 O'CLOCK, A.M., E.D.S.T.

All those lots or parcels of land situate, lying and being on Highway 178 near Crownsville, Second Election District, Anne Arundel County, Maryland, and more particularly described as follows:

PARCEL NO. 1

Beginning for the same at a point on the northeast side of the "General's Highway," said point of beginning being North 49 deg. 53' East 123 feet from the northeast foundation post of the freight warehouse at Crownsville Station, thence with said Highway, paralleling the curves thereof, a chord course and distance of South 47 deg. 30' East 200 feet to a stake set northeasterly 26.4 from the center of a concrete culvert, thence leaving said Highway North 42 deg. 30' East 435.6 feet to a stake, thence North 47 deg. 30' West 200 feet to a stake and South 42 deg. 30' West 435.6 feet to the place of beginning, containing two (2) acres, more or less.

PARCEL NO. 2

Beginning for the same at a pipe previously set on the northeast side of the "General's Highway" at the intersection of the said side of said Highway with the westernmost side of the conveyance from William G. Williams, et al., to John Hess and Irene Hess, by deed dated June 22, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 98, folio 280; thence, with said side of said Highway, North 47 deg. 30' West 100 feet to the conveyance from William G. Williams, et al, to John A. Wilson and Mary H. Wilson, his wife, dated July 8, 1933, and recorded in the aforesaid Land Records in F.S.R. 112, folio 195; thence leaving said Highway and with the southeast side of said conveyance to Willson North 42 deg. 30' East 435.6 feet; thence leaving said conveyance to Willson, South 47 deg. 30' East 100 feet to the northwest corner of said conveyance to Irene Hess; thence with the northwest side of said conveyance to Hess, South 42 deg. 30' West 435.6 feet to the point of beginning. Containing one (1) Acre of land, more or less, according to a plat and survey by Edward Hall Jr., County Surveyor, in June, 1932.

BEING the same property acquired by Myrtle H. Segner, Dorothy H. Trapp and Ethel H. Kind under the Last Will and Testament of Irene Fisher Hess, dated March 5, 1957 and by deed dated July 11, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1408, folio 75.

THIS PROPERTY IS IMPROVED by a two story part stucco building with basement, the approximate dimensions being 50 feet x 27 feet, and having asphalt and cedar shingle siding, with a rubberoid shingle roof. First floor interior is divided into two rooms, kitchen area and bar, with two rest rooms. Bar area: 34 feet by 30 feet. There is an upstairs apartment with five spacious rooms and bath.

TERMS OF SALE: A deposit of ten percent (10 per cent) will be required of the purchaser on the day of sale, and the balance to be paid in cash upon ratification of sale with interest at six per cent (6 per cent) on the unpaid balance from the date of sale to date of settlement. Taxes, insurance and other public charges will be adjusted to date of sale.

FOR FURTHER DETAILS, inquire at the office of the undersigned.

LEROY BALD, TRUSTEE
192 Duke of Gloucester Street
Annapolis, Maryland
Telephone: COlonail 7-8191

FILED

1964 AUG 17 PM 4:02

MYRTLE H. SEGNER, ET AL.	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
ETHEL H. KIND and STANLEY M. KIND, her husband,	*	
	*	NO. 15,879 EQUITY
DEFENDANTS		

****

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from LeRoy Bald, Trustee, the property described in the advertisement attached hereto for the sum of Sixteen thousand $16,000.00 and I (we) agree to comply with the terms of the sale as set forth therein.

As witness my (our) hand (s) and seal (s) this 13th day of August, 1964.

Test:

LeRoy Bald

Myrtle H. Segner (SEAL)

(SEAL)

This is to certify that I have this day sold at public auction for LeRoy Bald, Trustee, the property described in the advertisement attached hereto to Myrtle H. Segner

at and for the sum of Sixteen Thousand $16,000.00

he (they) being at that price the highest bidder (s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 13th day of August, 1964.

Robert H. Campbell (SEAL)

Robert H. Campbell

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1964 AUG 17 PM 4:02

64

MYRTLE H. SEGNER, ET AL,	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
ETHEL H. KIND and STANLEY M. KIND, her husband,	*	NO. 15,879 EQUITY
DEFENDANTS	*	

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of LeRoy Bald, Trustee named in the mortgage filed in the captioned case, respectfully shows that after giving bond for the faithful performance of the trust in him imposed and after having complied with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in the City of Annapolis, County of Anne Arundel, Maryland, for at least 20 days prior to the date of sale, he did, pursuant to said notice attend the sale at the Court House door on Thursday, August 13, 1964, at 11 o'clock A.M., Eastern Daylight Saving Time, and then and there proceeded to sell the property described in the handbill attached hereto to the highest bidder, who was Myrtle H. Segner, at and for the sum of Sixteen Thousand Dollars ($16,000.00).

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

LeRoy Bald

LeRoy Bald, Trustee named in the mortgage.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1964 AUG 17 PM 4:02

65

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LeROY BALD, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Notary Public

ORDER NISI

BOOK 158 PAGE 273

MYRTLE H. SEGNER, ET AL

versus

ETHEL H. KIND and

STANLEY M. KIND, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,879 Equity

Ordered, this 17th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by LeRoy Bald, Trustee 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 $16,000.00

Louis N. Phipps Clerk.

True Copy,

LeRoy Bald, Atty.

TEST: Clerk.

For the Evening Capital(Aug. 20th Edition)

(Final Order)

MYRTLE H. SEGNER, ET AL

versus

ETHEL H. KIND and

STANLEY M. KIND, her husband

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.

O Bris Duckett JUDGE.

FILED

1964 SEP 22 PM 3: 16

67

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 25th 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, known to me to be the LeRoy Bald, Trustee, named in the decree in the case of Myrtle H. Segner, et al, vs. Ethel H. King and Stanley M. Kind, No. 15,879 Equity.

xxxxxxxxx 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.)

in this cause, Ethel H. Kind and Stanley Kind

~~and~~ xx 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 25th day of August, 19 64.

Notarial Seal

Mildred Ann Ball
Mildred Ann Ball, Notary Public.

My Commission will expire on:
May 3, 1965

Filed,

FILED
1964 AUG 25 AM 11:34

68

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,879 Equity
MYRTLE H. SEGNER, ET AL
versus
ETHEL H. KIND and
STANLEY M. KIND, her husband

Ordered, this 17th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by LeRoy Bald, Trustee 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 amoun of sale was $16,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-10

FILED
1964 SEP 14 PM 2:51
No. 2 C. [illegible]

69

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 275

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15879

Ethel H. Kind

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of September, 1964. The first insertion being made the 26th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

In the Case of

MYRTLE H. SEGNER AND THEODORE B. SEGNER
AND DOROTHY H. TRAPP AND WILLIAM G. TRAPP

VS.

ETHEL H. KIND AND
STANLEY M. KIND

In the

Circuit Court

For

Anne Arundel County

No. 15,879 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 11 AM 10:07

All of which is respectfully submitted.

Arthur A. Andersen Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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: B. F. Zhugh, deputy

FILED
1964 DEC 29 AM 8:58

70

71

Dr. Myrtle H. Segner et al, Plaintiffs

VS

Ethel H. Kind et al, Defendants

In Acct. with Leroy Bald, Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report						
	of Sale filed			16,000	00		
By	Interest 6% on deferred payment,						
	$14,400.00 from 8/13/64 to 11/13/64			216	00		
By	Adjustment, taxes from 8/13/64 to 12/31/64			127	83		
						16,343	83
To	Trustee for commission, viz	510	00				
				510	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, court costs	113	00				
	Sheriff	2	00				
	Emanuel Klawans, examiner	25	00				
	Irene Hazel, stenographer	24	00				
	Auditor, this account	75	00				
				259	00		
To	Trustee for expenses						
	Capital-Gazette Press, Inc., Order of						
	Publication	129	52				
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	120	00				
	Speer Publications Inc. - hand bills	18	03				
	Vinton T. Bull, appraisal fee	50	00				
	Maurice C. Ogle, appraisal fee	50	00				
	Joseph D. Lazenby Co. - bond	100	00				
	Robert M. Campbell, auctioneer's fee	60	00				
	Notary fees	2	00				
	1962 & 1963 & 1964 real estate taxes	869	52				
				1,399	07		
	BALANCE FOR DISTRIBUTION $14,175.92						
	DISTRIBUTION:						

To	Dorothy Trapp, individually 25%	3,543	94				
				3,543	94		
To	Dorothy Trapp and William G. Trapp, as tenants by the entireties 13.34%	1,891	04				
				1,891	04		
To	Myrtle Segner, individually 25%	3,543	94				
	Myrtle Segner and Theodore B. Segner, as tenants by the entireties 13.33%	1,889	63	3,543	94		
				1,889	63		
To	Ethel H. Kind, individually 10% $ 1417.58						
To	Ethel H. Kind and Stanley M. Kind, as tenants by the entireties 13.33% $ 1889.63						
	$ 3,307.21						
	Less amount allowed Edward J. Kramer, on account of Mortgage claim filed $ 3,307.21		0				
					0		
To	Edward J. Kramer, on account of Mortgage claim filed	3,307	21				
				3,307	21		
						16,343	83

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

FRANKIE WILSON & SONS, INC. *
25 Baltimore-Annapolis Blvd., NW *
Glen Burnie, Maryland *
*
Plaintiff *

EQUITY NO. 16,517

VS.

JESSE OLDS
SUSIE OLDS, his wife
312 Berlin Avenue
Baltimore 25, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:
Lot 512, Plat 1, Patapsco Park

NANNIE T. NORWOOD, also known of record as
NAMIE T. NORWOOD and H. NORWOOD
1436 Mount Street
Baltimore, Maryland
or
1018 West Fayette Street,
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:
Lots 626 and 627, Plat 1, Patapsco Park

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That your Plaintiff brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Article 81 of the Annotated Code of Maryland.

2. That on October 8, 1962, your Plaintiff, at a regular tax sale, purchased from Edward N. C. Bradley, Treasurer of Anne Arundel County, Maryland and Collector of Taxes for the Sate of Maryland and Anne Arundel County, received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

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1964 AUG 10 PM 3:34

(1) Certificate No. 3786 - Lot 512, 30 X 130, Plat 1, Imp. J.H.H. 570, folio 284, as shown on the Plat of Patapsco Park Fifth Election District.

(2) Certificate No. 3845 - Lots 626 - 627, Patapsco Park, Fifth Election District.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 3786 and 3845, dated October 8, 1962, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Numbers 1 and 2", inclusive and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the records of the Register of Wills of Anne Arundel County reveals:

(1) That Jesse Olds and Susie Olds, his wife, are the record owners of Lot No. 512, as shown on the Plat of said Patapsco Park, which Plat is filed in the Plat Records of Anne Arundel County in Plat Book G. W. 1, folio 31, Fifth Election District.

(2) That Nannie T. Norwood, also known of record as Namie T. Norwood, is the owner of Lots 626 and 627 as shown on the Plat of Patapsco Park, which Plat is filed among the Plat Records of Anne Arundel County in Plat Book G. W. 1, folio 31, Fifth Election District. That H. Norwood is joined herein for the purpose of Foreclosing any right, title and interest which he may have in the aforesaid property. The said H. Norwood was indicated as a party to whom the aforesaid property was assessed, in Tax Sale Proceedings No. 3386 in the Circuit Court for Anne Arundel County. No Deed was found to the said H. Norwood of the aforesaid property.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1962, as

required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County and to the Anne Arundel County Sanitary Commission and the Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 3786	$600.00	$83.38
(2) 3845	38.25	38.25

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 3786	$ 83.38
(2) 3845	38.25

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the Defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of the Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a Deed to the properties herein involved vesting in the Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances to the date of said Decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

And as in duty bound, etc.

FRANKIE WILSON & SONS, INC.

By _____
Walton Wilson, Pres.

_____
Eliot Siskind
Attorney for the Plaintiff
23 Baltimore-Annapolis Blvd., NW
Glen Burnie, Maryland 766-3750

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Walton Wilson, President of Frankie Wilson & Sons, Inc., being first duly sworn and on oath deposes and says that Frankie Wilson & Sons, Inc. is the Plaintiff herein and that he has read the aforegoing Bill of Complaint to Foreclose Equities of Redemption by him signed as President of Frankie Wilson & Sons, Inc., and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

FRANKIE WILSON & SONS, INC.

By _____
Walton Wilson, Pres.

SUBSCRIBED and SWORN to before me this 5th day of August, 1964.

_____
Notary Public

4

BOOK 158 PAGE 283

No. 3845 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Frankie Wilson Inc P.O. Box 247 Glen Burnie at public auction for the sum of 38 Dollars and 25 Cents, of which 38.25 Dollars has been paid as a deposit on the property in Dist 5 described as Lots 626-627 Patapsco Park

(Sanitary only)

and assessed to Nannie T. Norwood

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19__

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. [illegible]
Notary Public.

My Commission Expires May 6, 1963

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1964 AUG 10 PM 3:34

5

BOOK 158 PAGE 284

No. 3786 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1963, I sold to Frankie Wilson Inc. P.O. Box 247 - Glen Burn Md at public auction for the sum of 600 Dollars and 00 Cents, of which 83.38 Dollars has been paid as a deposit on the property in Dist 5 described as Lot 51230 x 130 plat 1 Imps. J.H.H. 570-284 as shown on the plat of Patapsco Park.

and assessed to Jesse Cobb

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 9 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1963, 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 A. Lawson
Notary Public.

My Commission Expires May 6, 1963

FILED

1964 AUG 10 PM 3:34

6

ELIOT SISKIND, ATTORNEY
23 Baltimore-Annapolis Blvd., NW
Glen Burnie, Maryland 21061

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

FRANKIE WILSON & SONS, INC. *
25 Baltimore-Annapolis Blvd., NW *
Glen Burnie, Maryland * EQUITY NO. 16,517
*
Plaintiff *

VS.

JESSE OLDS
SUSIE OLDS, his wife
312 Berlin Avenue
Baltimore 25, Maryland

****

NANNIE T. NORWOOD, also known of record as
NAMIE T. NORWOOD and H. NORWOOD
1436 Mount Street
Baltimore, Maryland
or
1018 West Fayette Street,
Baltimore, Maryland

****

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1)Fifth	Lot 512, 30 X 130, Plat 1, Imp. J.H.H. 570, folio 284, as shown on the Plat of Patapsco Park	3786
(2)Fifth	Lots 626 - 627, Patapsco Park	3845

ALL as substantially described in the Certificates of Tax Sale sold by Edward N. C. Bradley, Collector of Taxes for the State of Maryland and Anne Arundel County, to Frankie Wilson & Sons, Inc., Plaintiff, on October 8, 1962, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Frankie Wilson & Sons, Inc.,

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Plaintiff in these proceedings, for State and County taxes and sanitary assessments due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 3786 - Lot 512, 30 X 130, Plat 1, Imp. J.H.H. 570, folio 284, as shown on the Plat of Patapsco Park Fifth Election District and assessed to Jesse Olds and Susie Olds, his wife, and sold to the Plaintiff for $600.00 of which the sum of $83.38 has been paid.

(2) Certificate No. 3845 - Lots 626 - 627, Patapsco Park, Fifth Election District and assessed to Nannie T. Norwood, also known of record as Namie T. Norwood, and sold to the Plaintiff for $38.25 of which the sum of $38.25 has been paid. That H. Norwood is joined herein for the purpose of Foreclosing any right, title and interest which he may have in the aforesaid property. That the said H. Norwood was indicated as a party to whom the aforesaid property was assessed, in Tax Sale Proceedings No. 3386 in the Circuit Court for Anne Arundel County. No Deed was found to the said H. Norwood of the aforesaid property.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1962.

It is thereupon this 10th day of August, 1964, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 15th day of October, 1964, next, warning the said Jesse Olds and Susie Olds, his wife; Nannie T. Norwood, also known of record as Namie T. Norwood and H. Norwood and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 15th day of October, 1964, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Frankie Wilson & Sons, Inc., a title free and clear of all encumbrances.

Louis N. Phipps
Louis N. Phipps, Clerk

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BOOK 158 PAGE 287

OFFICE OF

THE STAR

GLEN BURNIE, MD., September 10, 1964

THIS IS TO CERTIFY, that the annexed advertisement of

Order Publication
Equity No. 16,517

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for five successive weeks before the 15th day of October 1964, that is to say the same was inserted in the issues of August 13,20,27, September 3,10, 1964

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED

1964 SEP 11 AM 10: 06

ELIOT SISKIND, ATTORNEY
23 Baltimore- Annapolis Blvd.. NW
Glen Burnie, Maryland 21061

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY,
MARYLAND

FRANKIE WILSON & SONS, INC.
25 Baltimore-Annapolis Blvd., NW
Glen Burnie, Maryland
Plaintiff
VS.

JESSE OLDS
SUDIE OLDS, his wife
312 Berlin Avenue
Baltimore 25, Maryland
******

EQUITY NO. 16,517

NANNIE T. NORWOOD, also known of record as
NAMIE T. NORWOOD and H. NORWOOD
1436 Mount Street
Baltimore, Maryland
or
1018 West Fayette Street,
Baltimore, Maryland
**** ***

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

DISTRICT

(1) Fifth

DESCRIPTION

Lot 512, 30 X 130, Plat 1, Imp. J.H.H. 570, folio 284, as shown on the Plat of Patapsco Park

CERTIFICATE NO.

3786

DISTRICT

(2) Fifth

DESCRIPTION

Lots 626 - 627, Patapsco Park

CERTIFICATE NO.

3845

ALL as substantially described in the Certificates of Tax Sale sold by Edward N. C. Bradley, Collector of Taxes for the State of Maryland and Anne Arundel County, to Frankie Wilson & Sons, Inc., Plaintiff, on October 8, 1962, for amounts in said Certificates hereinafter set forth:

Defendants

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Frankie Wilson & Sons, Inc., Plaintiff in these proceedings, for State and County taxes and sanitary assessments due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

was found to the said H. Norwood of the aforesaid property.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 8, 1962.

It is thereupon this 10th day of August, 1964, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 15th day of October, 1964, next, warning the said Jesse Olds and Susie Olds, his wife; Nannie T. Norwood, also known of record as Namie T. Norwood and H. Norwood and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by solicitor on or before the 15th day of October, 1964, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Frankie Wilson & Sons, Inc., a title free and clear of all encumbrances.

Louis N. Phipps
Louis N. Phipps, Clerk

Sept. 10

(1) Certificate No. 3786 - Lot 512, 30 X 130, Plat 1, Imp. J.H.H. 570, folio 284, as shown on the Plat of Patapsco Park Fifth Election District and assessed to Jesse Olds and Susie Olds, his wife, and sold to the Plaintiff for $600.00 of which the sum of $83.38 has been paid.

(2) Certificate No. 3845 - Lots 626 - 627, Patapsco Park, Fifth Election District and assessed to Nannie T. Norwood, also known of record as Namie T. Norwood, and sold to the Plaintiff for $38.25 of which the sum of $38.25 has been paid. That H. Norwood is joined herein for the purpose of Foreclosing any right, title and interest which he may have in the aforesaid property. That the said H. Norwood was indicated as a party to whom the aforesaid property was assessed, in Tax Sale Proceedings No. 3386 in the Circuit Court for Anne Arundel County. No Deed

AFFIDAVIT OF NON-MILITARY SERVICE

Equity 16,517

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 3rd 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, Walton D. Wilson, President of Frankie Wilson and Sons, Inc.,

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.)

the said Walton D. Wilson has no knowledge as to whether or not the Defendants, Jesse Olds, Susie Olds, Nannie T.Norwood, also known as Namie T. Norwood and H. Norwood are

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 3rd day of November, 19 64.

Notarial Seal

Eliot Siskind

Eliot Siskind - Notary Public

My Commission will expire on: May 3, 1965

Filed,

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10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

FRANKIE WILSON & SONS, INC. *
25 Baltimore-Annapolis Blvd., NW EQUITY NO. 16,517
Glen Burnie, Maryland *

Plaintiff *

VS.

JESSE OLDS
SUSIE OLDS, his wife
312 Berlin Avenue
Baltimore 25, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:
Lot 512, Plat 1, Patapsco Park

NANNIE T. NORWOOD, also known of record as
NAMIE T. NORWOOD and H. NORWOOD
1436 Mount Street
Baltimore, Maryland
or
1018 West Fayette Street,
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:
Lots 626 and 627, Plat 1, Patapsco Park

Defendants

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against all the Defendants named herein, and all persons having or claiming to have any interest in the real estate therein described as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1962, for non payment of taxes due for the year 1961.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Jesse Olds and Susie Olds, his wife, have been returned "Non Sunt" twice.

And it further appearing that subpoenas issued out of this Court directed to the Defendants, Nannie T. Norwood also known as Namie T. Norwood and H. Norwood, have been returned "Mortuous Est" twice.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearances herein in person or by Solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired it is, thereupon, this 4th day of November, 1964, by the Circuit Court for Anne Arundel

County, in Equity:

Adjudged, Ordered and Decreed that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the said Defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1962.

D. Boone Duckett
JUDGE

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

FRANKIE WILSON & SONS, INC. *
25 Baltimore-Annapolis Blvd., NW
Glen Burnie, Maryland * EQUITY NO. 16,517

Plaintiff *

VS.

JESSE OLDS
SUSIE OLDS, his wife
312 Berlin Avenue
Baltimore 25, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lot 512, Plat 1, Patapsco Park

NANNIE T. NORWOOD, also known of record as
NAMIE T. NORWOOD and H. NORWOOD
1436 Mount Street
Baltimore, Maryland

or
1018 West Fayette Street,
Baltimore, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Lots 626 and 627, Plat 1, Patapsco Park

Defendants

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings of this cause having been read and considered and it appearing to this Court that subpoenas issued out of this Court directed to the Maryland Resident Defendants, Jesse Olds and Susie Olds, his wife, have been returned twice "Non Sunt", and those subpoenas directed to the Maryland Resident Defendants, Nannie T. Norwood, also known of record as Namie T. Norwood and H. Norwood, have been returned twice "Mortuous Est," as will more fully appear from the Sheriff's return filed herein.

And it further appearing that a Decree Pro Confesso was entered herein against the Defendants mentioned, and that they did not enter their appearance herein or answer these proceedings, it is by the Circuit Court for Anne Arundel County sitting in Equity this 29th day of December, 1964

Adjudged, Ordered and Decreed that all rights of redemption to the property mentioned herein of the Defendants, Jesse Olds and Susie Olds, his wife, Nannie T. Norwood, also known as Namie T. Norwood and H. Norwood, and any and all persons having or claiming to have any right, title or interest in the

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hereinafter described properties, be and they are hereby forever forclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 8th day of October, 1962 for non-payment of taxes:

(1) Certificate No. 3786 - Lot 512, 30 X 130, Plat 1, Imp. J.R.H. 570, folio 284, as shown on the Plat of Patapsco Park, Fifth Election District.

(2) Certificate No. 3845 - Lots 626 - 627, Patapsco Park, Fifth Election District.

free and clear of all alienations and dissents of said properties occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said properties mentioned in this cause and proceeding is subject, and it is further;

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Plaintiff, Frankie Wilson & Sons, Inc., in these proceedings, a Deed of Conveyance to the aforesaid lot of land and improvements, upon payment by the Plaintiff to said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any, and it is further;

ORDERED that the Plaintiff pay the costs of these proceedings.

D Brooke Dunkett

Judge

17

BOOK 158 PAGE 295

HARRY C. KENNEY, JR. also known as H. Kenney, Jr. Woodland Beach Edgewater P.O., Maryland	:	NO: 13,462 EQUITY
vs.	:	
FRANK I. WILLIAMS and EDITH McC. WILLIAMS, his wife c/o Mrs. Mary Peruzzi 801 New Jersey Avenue, N.W. Washington, D.C. , and ALL PERSONS HAVING OR CLAIMING to have any interest in the property known as Lots Numbers 835 and 836 as shown on the Plat of WOODLAND BEACH	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

BILL TO FORECLOSE RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining says:

1. That on or about the 14th day of October, 1957, one S. Michaelis purchased the herein described property at public auction and the Certificate of Tax Sale attached hereto was issued to him by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and County of Anne Arundel, and said Certificate was subsequently assigned and transferred to your Orator by said S. Michaelis, all as shown on said Certificate, which is prayed to be taken as a part hereof.

2. The property mentioned in said Certificate of Tax Sale, which is Certificate No. A 3369, is described as follows:

> Lot 835-836 as shown on the plat of Woodland Beach and assessed to Frank I. Williams

On October 14th, 1957, the date of the Collector's Sale, the lots described were assessed to the person as set out above and, according to the Land Records of Anne Arundel County, the Equity and Law Records of Anne Arundel County and the Records of the Orphans Court of Anne Anne Arundel County, the title to said property was vested in said Defendant Frank I. Williams at the time of the sale and is so vested at the present time, subject, however to the tax sale mentioned in the aforesaid certificate issued to said S. Michaelis and assigned to the Complainant.

3. That the said property has not been redeemed by any party

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in interest, although more than a year and a day from the date of sale has expired.

4. That the above named Defendants are non-residents of the State of Maryland, whose last address shown on the tax records was in the District of Columbia.

5. To redeem the property it is necessary for the Defendants to pay the sum of $32.91 with interest from October 14th, 1957, all taxes and interest accruing subsequent to the day of sale and any reimbursement due your Orator under Article 81, Section 70 et seq., Code of Public General Laws of Maryland

WHEREFORE, your Orator prays:

(a) That an Order of Publication be issued by this Court directed to all parties in interest in the said property.

(b) That this Court pass a final decree foreclosing all rights of redemption of the Defendants in and to the property described herein.

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

AND, as in duty bound, etc.

Harry C. Kenney Jr.
Harry C. Kenney, Jr.
Complainant

Winson G. Gott
Winson G. Gott, Jr., Lee Bldg.
Annapolis, Md., Attorney for
Complainant

STATE OF MARYLAND: ANNE ARUNDEL COUNTY: TO WIT:

I hereby certify that on this 9th day of October, 1959, before me, a Notary Public of the State and County aforesaid, personally appeared Harry C. Kenney, Jr., Complainant in the above entitled case, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true and correct to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Winson G. Gott, Jr.
Notary Public

BOOK 158 PAGE 297

A 3369

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 14th 1957, I sold to S. Michaelis at public auction for the sum of 32 Dollars and 91 Cents, of which 32.91 Dollars has been paid as a deposit on the property in 1st Dist described as Lot 835 - 836 as shown on the plat of Woodland Beach Resub

and assessed to Frank J. Williams

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 15th 1959, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of [illegible] 19[illegible]

[signature]
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this [illegible] day of October, [illegible], before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires [illegible]

1959 OCT 10 [illegible]

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In consideration of 5.00 and other valuable consideration I transfer this Certificate to H. Kenney Jr.

S. Michaelis

BOOK 158 PAGE 299

HARRY C. KENNEY, JR. also known as H. Kenney, Jr. Woodland Beach Edgewater P.O., Maryland	:	NO. 13462 EQUITY
vs.	:	
FRANK I. WILLIAMS and EDITH McC. WILLIAMS, his wife c/o Mrs. Mary Peruzzi 801 New Jersey Avenue, N.W. Washington, D.C., and ALL PERSONS HAVING OR CLAIMING to have any interest in the property known as Lots Numbers 835 and 836 as shown on the Plat of WOODLAND BEACH	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : :

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in and to the following described property, sold on the 14th day of October, 1957 by the Collector of Taxes for the State of Maryland and County of Anne Arundel to S. Michaelis whose interest was subsequently assigned to the Plaintiff; the property is described in Certificate A 3369 as follows:

Lot 835-836 as shown on the Plat of Woodland Beach and assessed to Frank I. Williams.

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

It is thereupon this 13th day of October, 1959, by the Circuit Court for Anne Arundel County ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 17th day of November 1959, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title free and clear of all encumbrances.

George T. Cromwell

Clerk

4

In The Circuit Court
For
Anne Arundel County
No. 13,462 Equity

HARRY C. KENNEY, JR., also known as H. Kenney, Jr., Woodland Beach, Edgewater P.O., Md.

vs.

FRANK I. WILLIAMS and EDITH McC. WILLIAMS, his wife c/o Mrs. Mary Peruzzi, 801 New Jersey Avenue, N. W., Washington, D. C., and
ALL PERSONS HAVING OR CLAIMING to have any interest in the property known as Lots Numbers 835 and 836 as shown on the Plat of WOODLAND BEACH

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in and to the following described property, sold on the 14th day of October, 1957 by the Collector of Taxes for the State of Maryland and County of Anne Arundel to S. Michaelis whose interest was subsequently assigned to the Plaintiff; the property is described in Certificate A 3369 as follows:

Lot 835-836 as shown on the Plat of Woodland Beach and assessed to Frank I. Williams.

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

It is thereupon this 13th day of October, 1959, by the Circuit Court for Anne Arundel County ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 17th day of December, 1959, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
N-5

OFFICE OF

Maryland Gazette

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

BOOK 158 PAGE 300

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1959

We hereby certify, that the annexed Order of Publication Eq. 13,462 Property Frank I. Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December, 1959. The first insertion being made the 15th day of October, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

5

HARRY C. KENNEY, JR. also known as H. Kenney, Jr. Woodland Beach Edgewater P.O., Maryland	:	
vs.	:	NO. 13,462 EQUITY
FRANK I. WILLIAMS and EDITH McC. WILLIAMS, his wife c/o Mrs. Mary Peruzzi 801 New Jersey Avenue, N.W. Washington, D.C. and all persons having or claiming to have any interest in the property known as Lots Numbers 835 and 836 as shown on the Plat of WOODLAND BEACH	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AFFIDAVIT TO COMPLY WITH GENERAL EQUITY RULE 10-A

Winson G. Gott, Jr., Attorney for Harry C. Kenney, Jr., Plaintiff, herein first being sworn and on oath deposes and says:

That he wrote to the Defendant notifying him that the Bill of Complaint had been filed, the nature of said Bill and the time limit for answering; that the letter was sent by registered mail, with return receipt requested, and that said letter was returned undelivered as will more fully appear from the original envelope filed with this affidavit.

Winson G. Gott, Jr., Attorney for Plaintiff

Subscribed and Sworn to this 4th day of May, 1960.

Diane B. Steele
DIANE B. STEELE, Notary Public

FILED
1960 JUN -2 AM 9:04

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BOOK 158 PAGE 302

13,462

WINSON G. GOTT, JR.
ATTORNEY AT LAW
P. O. BOX 373
ANNAPOLIS, MARYLAND

UNCLAIMED

REGISTERED
RETURN RECEIPT REQUESTED

Mr. Frank I. Williams
c/o Mrs. Mary Peruzzi
801 New Jersey Avenue, N.W.
Washington, D.C.

RETURNED TO WRITER

NOV 10 1959

MONTICELLO 20¢ U.S. POSTAGE
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10

HARRY C. KENNEY, JR also known as H.Kenney, Jr. Woodland Beach Edgewater P.O., Maryland	:	BOOK 158 PAGE 303
vs.	:	NO. 13,462 EQUITY
	:	IN THE CIRCUIT COURT
FRANK I. WILLIAMS and EDITH McC.WILLIAMS, his wife c/o Mrs. Mary Peruzzi 801 New Jersey Avenue, N.W. Washington, D.C., and all persons having or claiming to have any interest in the property known as Lots Nos. 835 and 836 as shown on the Plat of Woodland Beach	:	FOR ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

I hereby certify that before me, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Harry C. Kenney, Jr., Plaintiff, and did make oath and declares that:

He has made inquiry concerning the defendants herein and from such inquiry is advised and believes and therefore avers that the defendants are not in the military service.

Harry C. Kenney, Jr.
Harry C. Kenney, Jr., Plaintiff

Subscribed and sworn to this 1st day of June 1960.

Irene B. Hall
Notary Public

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HARRY C. KENNEY, JR. also known as H. Kenney, Jr. Woodland Beach Edgewater P.O., Maryland	:	BOOK 158 PAGE 304
vs.	:	NO. 13,462 EQUITY
FRANK I. WILLIAMS and EDITH McC. WILLIAMS, his wife c/o Mrs. Mary Peruzzi 801 New Jersey Avenue, N.W. Washington, D.C. and all persons having or claiming to have any interest in the property known as Lots Numbers 835 and 836 as shown on the Plat of WOODLAND BEACH	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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 all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendant Frank I. Williams and sold to S. Michaelis on October 14th, 1957 for non-payment of taxes due for the years 1956 and 1957; the interest of said S. Michaelis having been assigned to the Plaintiff herein.

And it further appearing that the defendants Frank I. Williams and Edith McC. Williams, his wife, being non-residents, have been duly served by publication.

And it further appearing that all of the aforesaid defendants have failed to enter their appearance herein in person or by solicitor have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon, this 2nd ~~day~~ Day of ~~May~~ June, 1960, by the Circuit Court for Anne Arundel County, in Equity,

Adjudged, Ordered and Decreed that the Bill of Complaint be and the same is hereby taken Pro Confesso against the said Defendants and all persons having or claiming to have any in-

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terest in the real estate therein described as same is assessed to said Defendant Frank I. Williams and described on the Books of the County Treasurer and sold as aforesaid to S. Michaelis on October 14, 1957 and who assigned his interest to the Plaintiff herein.

Matthew J. Crowe
Judge

HARRY C. KENNEY, JR. BOOK 158 PAGE 306
also known as H. Kenney, Jr.
Woodland Beach
Edgewater P.P., Maryland

vs.

FRANK I. WILLIAMS and
EDITH McC. WILLIAMS, his wife
c/o Mrs. Mary Peruzzi
801 New Jersey Avenue, N.W.
Washington, D.C., and all
persons having or claiming to have
any interest in the property
known as Lots Nos. 835 and 836
as shown on the Plat of Woodland
Beach

: NO. 13,462 EQUITY
: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY

Final Decree Foreclosing Equity of Redemption

The proceedings in this cause having been read and considered and it appearing to the Court that the Defendants, Frank I. Williams and Edith McC. Williams, his wife, being non-residents, have been duly served by publication, a copy of which has been filed herein;

And it further appearing that a Decree Pro Confesso was entered herein on the 2nd day of June, 1960 against said Defendants, and that they have not entered their appearance herein or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, this 30th day of December, 1960,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein, and any and all persons claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff's assignor, S. Michaelis on October 14th, 1957 for non-payment of taxes, to wit:

Certificate No. A 3369: Lot 835-836 as shown on the Plat of Woodland Beach and assessed to Frank I. Williams

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale men-

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tioned in this cause; and it is further

ORDERED that the Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and County of Anne Arundel, execute and deliver to Harry C. Kenney, Jr., Plaintiff in these proceedings, a deed of conveyance of the aforesaid lots, upon payment by the Plaintiff to the said Treasurer of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any; and it is further

ORDERED that the Plaintiff pay the costs of these proceedings.

Matthew P. Erwin
Judge

~~PETITION FOR FORECLOSURE~~

BOOK 158 PAGE 308

J. S. GLEASON, JR.,

ADMINISTRATOR OF VETERANS AFFAIRS

VS.

JAMES B. OREM and
SHIRLEY L. OREM, his wife
17 Buena Vista Avenue
Arnold, Maryland, 21012

IN THE

CIRCUIT COURT

OF

FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

NO. 16,603 EQUITY

PETITION FOR FORECLOSURE

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 21st day of August A. D. 1959 the defendant executed and delivered to Sumner G. Whittier, the then Administrator of Veterans Affairs, now succeeded by J. S. Gleason, Jr.
a mortgage upon certain leasehold property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ 9,850.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default has now occurred thereunder.

And your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

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

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

BOOK 1331 PAGE 397

BOOK 158 PAGE 309

MARYLAND

MORTGAGE

No. 16,603 Eq. ty

THIS MORTGAGE, made this 21st day of August, A. D. 1959, by and between JAMES B. OREM and SHIRLEY L. OREM, his wife

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND EIGHT HUNDRED FIFTY----------00/100 Dollars ($ 9,850.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-four------ ----------40/100 Dollars ($ 54.40), commencing on the ~~first~~ 21st day of September, 1959, and continuing on the ~~first~~ 21st 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~~ 21st day of August, 1989. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lots Nos. 54,55, 56, and 57, Block J, on the Plat of Harmony Point, which Plat is dated May 10, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 33 (formerly Cabinet No. 1, Rod C, folio 3.)

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

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, ~~its successors and assigns~~, his personal representatives and assigns subject to the payment of Eighty-four Dollars ($84.00) payable half-yearly on the 23rd days of April and October in each and every year.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it 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~~ 21st each month until the said note is fully paid the following sums:

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

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

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

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding ~~four~~ five & one-quarter per centum (~~4%~~ 5¼%) 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 Wilbur F. Coyle, Jr. or Milton M. Hackerman, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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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 instrument 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: [signature]

GRAFTON LEE BROWN, Jr.

[signature] [SEAL]
JAMES B. OREM

[signature] [SEAL]
SHIRLEY L. OREM

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1331 PAGE 401

I HEREBY CERTIFY, That on this 21st day of August, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES B. OREM and SHIRELY L. OREM, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

[signature]
GRAFTON LEE BROWN, Jr. *Notary Public.*

My commission expires May 1, 1961

1200

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

Rec'd for record Sept. 16 1959, at 11.35 A.M.
Mailed to Chief Atty. Veterans Admin

STATE OF MARYLAND

Mortgage

FROM
JAMES B. OREM and SHIRLEY L. OREM, his wife

TO
SUMNER G. WHITTIER
Administrator of Veterans Affairs

Received for Record 19 at o'clock M.
Same day recorded in Liber No. Folio &c., one of the Land Records of
and examined per
Cost of Record, $ 12.00, Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 SEP 16 AM 11 35
& RECORDED IN LIBER GTO
NO. 1331 OLD 397
GEO. T. CROWELL, CLERK

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

Chief Attorney
Veterans Administration
Calvert Building
Baltimore 2, Maryland

~~STATEMENT OF MORTGAGE CLAIM~~

BOOK 158 PAGE 313

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

vs.

JAMES B. OREM and
SHIRLEY L. OREM, his wife
17 Buena Vista Avenue
Arnold, Maryland, 21012

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE~~
ANNE ARUNDEL COUNTY

NO. 16605 EQUITY

STATEMENT OF MORTGAGE DEBT

Original loan amount	9850.00
Amount paid on principal	652.59
Principal balance	9197.41
T & I account - credit balance	87.40
Balance	9110.01
Accrual interest to 8/21/64	155.40
Total Principal and interest to 8/22/64	9265.41

Interest accrues @ 5-½% per annum from 8/22/64 at 1.3413 per day

Daily Interest Accrual

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

I HEREBY CERTIFY, That on this 15th day of September in the year nineteen hundred and sixty-four, before me, a notary public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared

Watson H. Gates, Acting Chief, Loan Service & Claims Section,

agent for

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

As witness my hand and Notarial Seal,

Milton M. Hackerman

MILTON M. HACKERMAN
Notary Public.

My commission expires: 5/3/65

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

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

vs.

JAMES B. OREM and
SHIRLEY L. OREM, his wife
17 Buena Vista Avenue
~~Arnold, Maryland 21012~~

IN THE

CIRCUIT COURT

FOR ~~OF~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

~~Docket Folio~~

NO. 16,605 EQUITY

Military Affidavit

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

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

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

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

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

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

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

WATSON H. GATES
Affiant.

Subscribed and sworn to before me
this 15th day of September 1964

MILTON M. HACKERMAN
Notary Public

My commission expires: 5/3/65

MILTON M. HACKERMAN NOTARY PUBLIC BALTIMORE CO., MD.

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BOOK 158 PAGE 315

~~DECREE FOR SALE OF MORTGAGE PREMISES~~

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

vs.

JAMES B. OREM and
SHIRLEY L. OREM, his wife
17 Buena Vista Avenue
Arnold, Maryland, 21012

IN THE

CIRCUIT COURT

~~OR~~
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

16,603 Equity

TERM, 19..

DECREE FOR SALE OF MORTGAGE PREMISES

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 22nd day of September, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County ~~of Baltimore City~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Grafton Lee Brown, Jr. be and he is hereby appointed Trustee to make said sale, and that the course and manner of these 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 $9,850.00 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 notice by three weeks notice~~ by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in ~~Baltimore City~~ County of Anne Arundel as * ~~he shall think proper~~ of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

JUDGE

* at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale,(Md. Rule W 74 - 2 (i)

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BOOK 158 PAGE 316

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 12 PAGE 556

BOND NO. 77 98 346 No 16,603 Equity.

KNOW ALL MEN BY THESE PRESENTS:

That we, Grafton Lee Brown, Jr., 5 Crain Highway, N. E. Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Eight Hundred Fifty and 00/100 ($9,850.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 13th day of October in the year of our Lord one thousand nine hundred and sixty-four

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

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

vs:

James B. Orem and Shirley L. Orem, h/w

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Patricia S. Collier

Grafton Lee Brown, Jr. (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Hilda V. Hunter
Hilda V. Hunter *As to Surety*

By
Clinton A. Killian, Jr. *Attorney-in-Fact*

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

FILED
1964 OCT 19 PM 2:11

Bond approved this 19th day of October 1964
Louis N. Phippes, Clerk

GRAFTON LEE BP 'N, JR.,
Solicitor
5 Crain Highway, N.E.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

known as
17 Buena Vista Avenue
Arnold, Maryland, 21012

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, J. S. Gleason, Jr., Administrator of Veterans Affairs vs. James B. Orem and Shirley L. Orem, his wife, the undersigned Trustee will sell at Public Auction on the premises, the leasehold property below described on

MON., OCT. 19, 1964
AT
2:30 O'CLOCK P.M.

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

BEING known and designated as Lots Nos. 54, 55, 56 and 57, Block J. on the Plat of Harmony Point, which Plat is dated May 10, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 33, formerly Cabinet No. 1, Rod C, folio 3.) Subject to the payment of an annual ground rent of Eighty-four dollars ($84.00).

No. 10

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one and one half story detached dwelling, having six rooms and bath, full basement, with hot water, oil heat. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale.

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

GRAFTON LEE BROWN, JR.,
Trustee
ROBERT H. CAMPBELL
Auctioneer

O-15

10603

OFFIC OF

Maryland Gazette

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

BOOK 158 PAGE 317

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 17, 1964

We hereby certify, that the annexed

Trustee's Sale

James B. Orem

was published in

Maryland Gazette

FILED
1964 OCT 19 PM 4:16

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

ROBERT H. CAMPBELL - - - - Auctioneer

Grafton Lee Brown, Jr., Solicitor
5 Crain Highway, N.E.
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE

Leasehold Property

Known as 17 Buena Vista Avenue, Arnold, Maryland, 21012

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, J. S. Gleason, Jr., Administrator of Veterans Affairs vs. James B. Orem and Shirley L. Orem, his wife, the undersigned Trustee will sell at Public Auction on the premises, the leasehold property below described on

MONDAY, OCTOBER 19th, 1964

AT 2:30 O'CLOCK P.M.

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

BEING known and designated as Lots Nos. 54, 55, 56 and 57, Block J, on the Plat of Harmony Point, which Plat is dated May 10, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 33, formerly Cabinet No. 1, Rod C, folio 3. Subject to the payment of an annual ground rent of Eighty-four dollars ($84.00).

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one and one-half story detached dwelling, having six rooms and bath, full basement, with hot-water, oil heat. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale.

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

Grafton Lee Brown, Jr.
Trustee.

I HEREBY CERTIFY, That J. S. Gleason, Jr., Administrator of Veterans Affairs did this 19th day of October, 1964, purchase the within described property from Grafton Lee Brown, Jr., Trustee, at and for the sum of Eight thousand eight hundred ($8,800.00) and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

C. McQuade for J. S. Gleason, Jr.
Administrator of Veterans Affairs

I HEREBY CERTIFY, That I did sell at Public Auction on Monday, October 19, 1964, at 2:30 p.m. the property described on the reverse side of this handbill, belonging to James B. Orem and Shirley L. Orem, his wife, at and for the sum of Eight thousand eight hundred dollars ($8,800.00) the successful bidder being J. S. Gleason, Jr., Administrator of Veterans Affairs and the sale was fairly made.

Robert H. Campbell, Auctioneer

12

FILED
1964 OCT 21 AM 9:09

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

I HEREBY CERTIFY that on this 19th day of October, 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 C. McQuade, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~)

(that he is the agent for the purchaser, J. S. Gleason, Jr., Administrator of Veterans Affairs, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

PATRICIA B. COLLIER
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MD.

C. McQuade (SEAL)
Purchaser
FOR J. S. GLEASON, JR.
ADMINISTRATOR OF VETERANS AFFAIRS

Patricia B. Collier
Notary Public
Patricia B. Collier

FILED
1964 OCT 21 AM 9:09

13

REPORT OF SALE

DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

J. S. GLEASON, JR., Administrator of Veterans Affairs
vs.
JAMES B. OREM and SHIRLEY L. OREM, his wife
17 Buena Vista Avenue
Arnold, Md. 21061

IN THE
CIRCUIT COURT No. 2
FOR
—OF—
BALTIMORE CITY
ANNE ARUNDEL COUNTY

NO. 16,603 Equity

To The Honorable Judge of the
Circuit Court FOR ANNE ARUNDEL COUNTY

The Report of Sale of Grafton Lee Brown, Jr.

Trustee appointed by the decree in the above entitled cause, to make sale of 17 Buena Vista Avenue, Arnold, Anne Arundel County, the leasehold property

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

The Maryland Gazette

weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on 19th day of October 1964 at 2:30 o'clock P. M. attend on the premises and then and there sold

the leasehold property known as 17 Buena Vista Avenue, Anne Arundel County, Maryland, and described in the attached advertisement of sale to the Administrator of Veterans Affairs, at and for the price of Eight thousand eight hundred dollars ($8,800.00), cash upon ratification of sale, the said Administrator of Veterans Affairs, being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee

State of Maryland, Anne Arundel County *Sct:*

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

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

As witness my hand and Notarial Seal,

Notary Public.

Patricia B. Collier

COLLIER

FILED
1964 OCT 21 AM 9:09

14

GRAFTON LEE BROWN, JR.,
Solicitor
5 Crain Highway, N.E.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

known as
17 Buena Vista Avenue
Arnold, Maryland, 21012

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, J. S. Gleason, Jr., Administrator of Veterans Affairs vs. James B. Orem and Shirley L. Orem, his wife, the undersigned Trustee will sell at Public Auction on the premises, the leasehold property below described on

MON., OCT. 19, 1964
AT
2:30 O'CLOCK P.M.

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

BEING known and designated as Lots Nos. 54, 55, 56 and 57, Block J, on the Plat of Harmony Point, which Plat is dated May 10, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, folio 33, formerly Cabinet No. 1, Rod C, folio 3.) Subject to the payment of an annual ground rent of Eighty-four dollars ($84.00).

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one and one half story detached dwelling, having six rooms and bath, full basement, with hot water, oil heat. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale.

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

GRAFTON LEE BROWN, JR.
Trustee
ROBERT H. CAMPBELL
Auctioneer

O-15

ORDER NISI

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

versus

JAMES B. OREM and
SHIRLEY L. OREM, his wife

BOOK 158 PAGE 323

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,603 Equity Equity

Ordered, this 21st day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr. Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 8,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown Atty.
(Final Order)

For the Maryland Gazette (Oct. 29th Edition)

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

versus

JAMES B. OREM
and
SHIRLEY L. OREM, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of December, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett
JUDGE.

FILED

1964 DEC -1 PM 4:22

5

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,603 EQUITY

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

versus

JAMES B. OREM and
SHIRLEY L. OREM, his wife

Ordered, this 21st day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Grafton Lee Brown, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $8,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-19

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 324

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,603
James B. Orem

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.

FILED THE CAPITAL-GAZETTE PRESS, INC.

1964 NOV 24 PM 1:24 By [illegible]

No. M.G. 33313

BOOK 158 PAGE 325

In the Case of

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

vs.

JAMES B. OREM AND SHIRLEY L. OREM, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,603 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 15 PM 12: 29

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 31st 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: Alice Jackson, deputy

FILED

1964 DEC 31 AM 10: 52

17

19

Dr. Mortgaged Real Estate of James B. Orem and

Shirley L. Orem, his wife

In Acct. with Grafton Lee Brown, Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report						
	of Sale filed			8,800	00		
By	Interest 6% on deferred payment,						
	$8,300.00 from 10/19/64 to 12/2/64			106	51		
By	Adjustment, taxes, from 10/19/64 to						
	12/31/64			38	72		
By	Adjustment, Sanitary charges from 10/19/64						
	to 12/31/64			7	03		
						8,952	26
To	Trustee, in lieu of fee and commissions,						
	viz	175	00				
				175	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	93	76				
	Speer Publications Inc. - hand bills	17	00				
	Fidelity & Deposit Co. of Md. - bond	39	00				
	Robert H. Campbell - auctioneer's fee	30	00				
	½ Federal Revenue stamps	4	95				
	Adjustment, ground rent from 4/23/64 to						
	10/19/64	41	07				
				225	78		
To	J. S. Gleason, Jr., Administrator of						
	Veterans Affairs, Mortgagee, on account						
	of Mortgage claim	8,478	48				
				8,478	48		
						8,952	26

Balance due on mortgage as per claim filed	9,265	41
Interest 5¼% on principal balance		
$9,110.01 from 8/22/64 to 12/31/64	135	61
	9,401	02
Credit amount allowed above	8,478	48
This amount subject to decree in personam	922	54

19

E-116—1M—4-63.

BOOK 158 PAGE 328

PETITION FOR SALE OF PROPERTY

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife
133 Louise Terrace
~~Anne Arundel County, Maryland~~
Defendants

Docket _____ Folio _____
Case No. 16654 Equity
Filed _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY, IN EQUITY~~
ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 7th day of April A.D. 1955 the defendants Executed and delivered to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, a mortgage upon certain leasehold property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $12,250.00 and interest as therein mentioned, ~~which~~ which mortgage, by mesne assignments, was short assigned unto Metropolitan Life Insurance Company on April 18, 1955, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

AND WHEREAS, a default has occurred in the payment of principal and interest, as provided in said mortgage.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

John J. Neubauer, Sr., Attorney for Plaintiff
Keyser Building-Baltimore, Md. 21202
Le 9 - 3212
~~Attorney for Plaintiff~~

FILED

1964 SEP 30 AM 9:26

BOOK 158 PAGE 329

MORTGAGE—(Maryland)—VETERAN PURCHASE MONEY

LIBER 919 PAGE 114

REVIEWED BY LAW & MORTGAGE INVESTMENTS

THIS MORTGAGE, Made this 7th day of April in the year one thousand nine hundred and fifty-five between LLOYD B. SIMMONS and RUTH E. SIMMONS, His Wife,

No. 16,634 Equity

Mortgagor, and WEAVER BROS. INC. OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

Whereas, the said Mortgagor, stands bona fide indebted unto the said Mortgagee in the full and just sum of Twelve Thousand Two Hundred Fifty and 00/100---------- Dollars ($ 12,250.00) for money this day loaned by the said Mortgagee unto the said Mortgagor, which the said Mortgagor covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest at the rate of four and one-half per cent per annum payable monthly in each year, until said principal sum is fully paid according to the tenor of the Promissory Note of even date herewith, and passed by the said Mortgagor unto the said Mortgagee for said principal debt of Twelve Thousand Two Hundred Fifty and 00/100---------- Dollars ($ 12,250.00), due and payable as follows: Interest on the aforesaid sum of Twelve Thousand Two Hundred Fifty and 00/100---------- Dollars accounting from the date hereof to be paid on the first day of May, 1955. and thereafter the sum of Sixty-Two and 07/100---------- Dollars on the first day of June, 1955 and the same amount on the first day of every month thereafter, up to and including the first day of March, 1985 and the balance of principal and interest remaining unpaid shall be payable on the first day of April, 1985 and the said monthly payments shall be applied first to the payment of interest on the balance of unpaid principal at the rate of four and one-half per cent per annum and any amount remaining after the payment of the said interest shall be applied to the unpaid principal; all of the aforesaid sum being used as part of the purchase price for the property hereinafter described. That together with and in addition to the monthly payment of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until debt is fully paid a sum equal to one-twelfth of the annual taxes and other municipal liens and charges and ground rent, if any, to become due on the mortgaged property, such sums to be held by the Mortgagee to pay said taxes and other municipal liens and charges and ground rent, if any, as and when they become due and payable. Nothing herein contained, however, shall prevent the Mortgagee, or its successors or assigns, from comingling all sums so paid hereunder with its or their general fund.

Both principal and interest of said Note to be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the principal office of the Mortgagee, Mathieson Building, Baltimore, Md., or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate.

And, Whereas, At the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, ground rent, if any, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, should be secured by the execution hereof.

Now This Mortgage Witnesseth, That in consideration of the premises and the sum of $1 the said Lloyd B. Simmons and Ruth E. Simmons, his wife Mortgagor, does hereby grant, convey, transfer and assign unto Weaver Bros., Inc. of Maryland, aforesaid, its successors and assigns, all the lot of ground situated in Anne Arundel County in the State of Maryland, and described as follows, viz.:

Being known and designated as Lot 9, Block L, as shown on the Plat entitled "Blocks K, L, and M and Part of Block O Glenwood", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 26. The improvements thereon being known as No. 133 Louise Terrace.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by The Dixon Holding Company unto the Mortgagors herein.

METROPOLITAN LIFE INSURANCE COMPANY, Assignee 1 Madison Avenue, New York 10, N.Y. Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.		ANNE ARUNDEL COUNTY
LLOYD B. SIMMONS and RUTH E. SIMMONS, his wife	:	IN EQUITY
Defendants	:	

PETITIONER'S EXHIBIT #1

FILED

1964 SEP 30 AM 9:26

VM-G.R.—8-54

2

FOR VALUE RECEIVED AND WITHOUT RECOURSE MARYLAND TRUST COMPANY hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the Metropolitan Life Insurance Company.

As Witness, the signature of said body corporate, Assignor, and its corporate seal hereto affixed this 18th day of April, 1955.

WITNESS

MARYLAND TRUST COMPANY

By

F. H. Waldman Asst. Secretary John R. Cupit Vice President

Recorded: April 20, 1955 at 9 A.M.

Privilege is granted to pay the unpaid balance of the indebtedness in full at any time or to make one or more additional principal payments in accordance with the Amortization Schedule on the first day of any month.

In the event that any instalment shall become overdue for a period in excess of fifteen days (15), a "late charge" of two cents (2¢) for each dollar ($1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

Together with the buildings, hereditaments, improvements, and appurtenances thereof, and all the estate, right, title, and interest of the said Mortgagor in and to the said described premises or the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed by and between the parties hereto that all shelving, counters, office, department, and other partitions, all store fixtures, gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing, heating, and air-conditioning equipment, mirrors, mantels, refrigerating plant and iceboxes, cooking apparatus and appurtenances, and such other goods and chattels and personal property as are ever furnished by landlords in letting or operating a building, similar to the one situated on the premises herein described, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, and to be conveyed by this Mortgage. , including One (1) Gas Range.

To have and to hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Weaver Bros., Inc. of Maryland, its successors and assigns, subject to an annual ground rent of $114.00 payable on the 7th days of April and October in each and every year.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this Mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

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, (and sale to take place after the 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 its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; 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 in which the land is situated; and the party selling may also give such other notice as he may deem expedient; and the terms of the sale may be all cash upon ratification of the sale of such other terms as the party selling may deem expedient. And it is agreed that upon any sale of said property under this Mortgage, whether under the above assent to a decree or under the above power of sale or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including the counsel fee of $50.00 for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed Trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, or its successors and assigns, and of such commissions and all

such expenses and costs shal id by the Mortgagor, or its assigns, in the t that the mortgage debt shall be paid after any advertisement o said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this Mortgage (but not thereafter), the said Mortgagor shall have possession of the property, upon paying in the meantime all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest secured by this Mortgage, which mortgage debt and interest, taxes, assessments, ground rent, if any, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagee, its successors and assigns, the receipted bills thereof at the principal office of the Mortgagee, its successors and assigns. And upon any default in any of the covenants of this Mortgage, the Mortgagee, its successors and assigns, shall be entitled to the rents and profits of said property which in that event are hereby assigned to the Mortgagee, its successors and assigns, as additional security, and the Mortgagee, its successors and assigns, shall also be entitled in that event, if it so elects, to the immediate appointment of a Receiver for said property, without notice to the Mortgagor and without regard to the adequacy or inadequacy of the property as security for the mortgage debt. The Mortgagee, its successors and assigns, or Receiver appointed pursuant to the provisions of this paragraph shall exercise all of the rights of the said Mortgagor with regard to any and all leases between the said Mortgagor and any tenants or lessees occupying any part or all of the mortgaged property and the Mortgagee, its successors and assigns, or Receiver, shall have the right from time to time in its discretion to vary the terms of any written or oral lease, or tenancy, or to sue for the recovery of any sum or sums due, past due or to become due thereunder and any and all acts done by the Mortgagee, its successors or assigns, or Receiver, are hereby authorized, ratified and approved by the said Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire and windstorm, or such other hazards and contingencies in an insurance company or companies acceptable to, and in an amount from time to time designated by, the said Mortgagee, its successors and assigns, but at no time less than the value of the improvements on said property, and to cause each and every policy of fire and windstorm insurance on said property to be so framed or endorsed as in case of fire and/or windstorm to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their lien or claim under this Mortgage, and to deliver said policy or policies to the Mortgagee, its successors and assigns, to be kept by the Mortgagee, its successors and assigns, and to deliver all renewals thereof to the said Mortgagee, its successors and assigns, at its said principal office, or at such other place, either within or without the said State, as the owner or holder hereof may, from time to time, in writing, designate, one week in advance of the expiration of the same, stamped "PAID." And in the events of any loss by fire and/or windstorm the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagee, its successors and assigns, only, and not to the Mortgagor and Mortgagee, its successors and assigns, jointly; such payment to the Mortgagee, its successors and assigns, shall be applied to the extinguishment of the principal, interest, and expenses secured by this Mortgage, whether then due or not, but not to exceed the amount payable under this Mortgage; provided that the Mortgagee, its successors and assigns, in lieu thereof, may by its written assent consent to the application by the Mortgagor of the said insurance money to the reconstruction of the improvements on the mortgaged property. The provisions relating to insurance contained in this instrument include insurance against war risk or damage and such other casualties in contingencies and in such amounts and for such periods as the holder of the note or mortgage, hereby secured, may from time to time require.

And the said Mortgagor covenants to comply with the requirements of any or all departments of the state, county, city and municipal government within 20 days after notice of such requirements shall have been given to the then owner of said premises.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this Mortgage, of any law of the State of Maryland, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sums secured by this Mortgage, together with interest due thereon, shall, at the option of the Mortgagee, its successors and assigns, without notice to any party, become immediately due and payable.

And it is further mutually covenanted and agreed by said parties that in default of the payment by said Mortgagor of all or any taxes, ground rent, if any, charges, and assessments which may be imposed by law upon the said mortgaged premises or any part thereof; or that in default of the payment of any fire and/or windstorm insurance premium for policies written under the terms of this Mortgage; then and in either or both of such events it shall be lawful for the said Mortgagee, its successors and assigns, to pay the amount of any such tax, charge, assessment, or insurance premium, with any expenses attending the same; and any amounts so paid the said Mortgagor shall repay to the said Mortgagee, its successors, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured by the said Note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if the said Mortgagee, its successors and assigns, so elects, become due and payable forthwith.

And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Whenever the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention herein of the Mortgagor or Mortgagee shall include the heirs, executors, administrators, successors, and assigns of the party so designated.

In Witness Whereof the said Mortgagors have hereunto set their Hands and Seals the day and year first herein written.

Witness Phyllis Marie Sherrill — Lloyd B Simmons [L. S.]
PHYLLIS MARIE SHERRILL — LLOYD B. SIMMONS

Ruth E. Simmons [L. S.]
RUTH E. SIMMONS

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this 7th day of April, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared Lloyd B. Simmons and Ruth E. Simmons, his wife and acknowledged the foregoing Mortgage to be their act.

Witness my hand and notarial seal:

Phyllis Marie Sherrill
PHYLLIS MARIE SHERRILL *Notary Public.*

BOOK 158 PAGE 332

LIBER 919 PAGE 117

STATE OF MARYLAND,
CITY OF BALTIMORE } ss.

I Hereby Certify that on this 7th day of April, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of, Baltimore personally appeared Sidney H. Tinley, Jr. and made oath in due form of law that the consideration named in the aforegoing Mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the within named Mortgagee.

Witness my hand and notarial seal:

Recorded: April 20,1955
at 9 A.M.

#1

Phyllis Marie Sherrill
PHYLLIS MARIE SHERRILL Notary Public.

For Value Received, and without recourse WEAVER BROS. INC. OF MARYLAND hereby assigns the within and aforegoing Mortgage and the mortgage debt secured thereby unto the ~~Metropolitan Life Insurance Company~~ Maryland Trust Company

As witness the signature of said body corporate, Assignor, by the hand of Roy E. Paddock, its Assistant Vice President,

and its corporate seal hereto affixed this 7th day of April, 19 55.

Witness:

Hugh H. Gambrill
Hugh H. Gambrill,
Assistant Secretary

WEAVER BROS. INC. OF MARYLAND, [SEAL]

By Roy E. Paddock
Roy E. Paddock
Assistant Vice President

Recorded: April 20, 1955 at 9 A.M.

MLIS 1 143450

MORTGAGE

(MARYLAND)

FROM

LLOYD B. SIMMONS and
RUTH E. SIMMONS, HIS WIFE.

TO

WEAVER BROS. INC. OF MARYLAND

CHATTEL INDEX

Received for Record 20 Apr 19 55 at 9 o'clock A M. Same day recorded in Liber 1714 No. 919 Folio 114 &c., one of the Land Records of A A Co and examined per JOHN H. HOPKINS, Jr. Clerk.

Cost of Record $ Pd

Recorded for Record 20 Day of Apr 1955, at 9 A M and the same day recorded in Liber J. H. H., No. 919 Fol. 117, Land Records of Anne Arundel County.
JOHN H. HOPKINS, Jr. Clerk
Pd.

Recorded for Record 20 Day of Apr 1955 at 9 A M and the same day recorded in Liber J. H. H., No. 919 Fol. 115, Land Records of Anne Arundel County.
JOHN H. HOPKINS, Jr. Clerk
Pd.

G 14145

BOOK 158 PAGE 333

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff : IN THE CIRCUIT COURT FOR

vs.

ANNE ARUNDEL COUNTY

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife :
133 Louise Terrace
Anne Arundel County, Maryland

IN EQUITY

Defendants :

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, a body corporate of the State of New York, under the Mortgage from Lloyd B. Simmons and Ruth E. Simmons, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 7th day of April, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 919, folio 114, which mortgage was short assigned on April 18, 1955 unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$12,250.00
Less payments made on account	2,071.12
Balance on principal	$10,178.88
Interest to October 15, 1964	324.46
Balance due on principal and interest	$10,503.34
PLUS:	
Debit in expense account	--- 16.74
Net balance due on mortgage	$10,520.08

Daily interest is $1.27

METROPOLITAN LIFE INSURANCE COMPANY

BY: J. H. Huebner, Second Vice-President

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 23rd day of September, in the year one thousand, nine hundred and sixty-four, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York aforesaid, personally appeared Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 43-7027000
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1966

FILED

1964 SEP 30 AM 9:27

Notary Public

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife
133 Louise Terrace
Anne Arundel County, Maryland
Defendant s

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXX~~

IN EQUITY

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

No. 16,654 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 29th day of September, 1964, before me. the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~XXXXX~~ (City) personally appeared JOHN J. NEUBAUER, SR., and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Catherine P. Boegner
Notary Public

John J. Neubauer, Sr.
John J. Neubauer, Sr. - Affiant

FILED
1964 SEP 30 AM 9:26

1

E-117—1M—10-63.

BOOK 158 PAGE 335

Decree in Circuit Court for ~~Baltimore County~~ Anne Arundel County

DOCKET _____ FOLIO _____

CASE NO. 16,637 Equity

FILED _____

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
~~New York 10, New York~~
Plaintiff

Vs.

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife
133 Louise Terrace
Anne Arundel County, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY

_____ TERM, 19___

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 30th day of September in the year nineteen hundred and sixty four by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John J. Neubauer, Sr. and John J. Neubauer, Jr., be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by and further Decree or Order in the premises: they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payments to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustees~~ all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bruce Duckett
JUDGE

FILED
1964 SEP 30 PM 3:40

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOOK 158 PAGE 336

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 12 PAGE 540

Metropolitan Life Insurance Company

versus

Lloyd B. Simmons and Ruth E. Simmons, his wife

No. 16,634 Equity

BOND OF TRUSTEE TO SELL
Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Sr. and John J. Neubauer, Jr., Keyser Building, Baltimore, Maryland 21202 as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand and 00/100 - Dollars ($12,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 30th day of September in the year of our Lord one thousand, nine hundred and sixty-four.

WHEREAS THE ABOVE BOUNDEN John J. Neubauer, Sr. and John J. Neubauer, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

Metropolitan Life Insurance Company

versus

Lloyd B. Simmons and Ruth E. Simmons, his wife

now pending in said Court.

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

John J. Neubauer Sr. and John J. Neubauer, Jr.

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

Marie C. Sigwart
Marie C. Sigwart

BY: John J. Neubauer (SEAL)
John J. Neubauer, Sr.

BY: John J. Neubauer (SEAL)
John J. Neubauer, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth, attorney

Sandra Gregory
Witness-as-to-Surety

Bond approved this 2nd day of October, 1964

Louis N. Phipps, Clerk

FILED
1964 OCT -2 AM 9:29

9

JOHN J. NEU[illegible]JER
Solicito.
Keyser Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Known as No. 133 Louise Terrace, in Anne Arundel County, Maryland

Under and by virtue of a decree passed in the Circuit Court for Anne Arundel County, in Equity, in a case entitled "Metropolitan Life Insurance Company, Assignee, vs. Lloyd B. Simmons and Ruth E. Simmons, his wife", the undersigned Trustees will sell at Public Auction on the premises the leasehold property hereinafter described on

FRI., OCT. 30, 1964
AT
3:00 O'CLOCK P.M.

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

BEING known and designated as Lot 9, Block L, as shown on the Plat entitled "Blocks K, L and M and Part of Block O Glenwood", which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 26.

The improvements thereon being known as No. 133 Louise Terrace.

The property is subject to the payment of an annual ground rent of $114.00, payable in equal semi-annual installments on the 7th days of April and October, in each and every year.

The improvements consist of a one and one-half story frame detached dwelling, containing six rooms and two baths with hot water radiant panel heat.

The property is subject to the following:

(1) Restrictive covenants in a Deed dated September 27, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 867, folio 143.

(2) Public utility agreements recorded among the Land Records of Anne Arundel County in Libers J.H.H No. 806, folio 505 and J.H.H. No. 822, folio 407, re: sewers.

No. 10

OFF[illegible] OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 337

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 24, 1964

We hereby certify, that the annexed Trustee's Sale

Lloyd B. Simmons

was published in

Evening Capital

FILED 1964 OCT 27 PM 2:06

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of October, 1964. The first insertion being made the 5th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

(3) A 7 foot easement around rear and side lot lines of the property hereinabove described.

Taxes, ground rent, Anne Arundel County Sanitary charges and other municipal liens and charges are to be adjusted to the date of sale.

A deposit of $500.00 in cash to be required at the time of sale and the balance of the purchase price to bear interest from the date of sale to the date of settlement and said balance to be paid in cash immediately upon ratification of sale by the Circuit Court for Anne Arundel County.

Cost of all documentary stamps and County transfer tax, if any, shall be borne by the purchaser.

JOHN J. NEUBAUER, SR.
and
JOHN J. NEUBAUER, JR.,
Trustees

Keyser Building
Baltimore, Md. 21202
LE 9-3212

E.T. NEWELL & CO., INC.
120 W. North Avenue
Baltimore, Md. 21201
Auctioneers

O-26

BOOK 158 PAGE 339

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared W. BOYER SPEED of Weaver Bros. Inc. of Maryland, Agent for Metropolitan Life Insurance Company, purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~(that he is the purchaser and purchased the same as principal and not as agent for anyone)~~ (that he is the agent for the purchaser, Metropolitan Life Insurance Company,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Metropolitan Life Ins. Co.
Weaver Bros. Inc. of Md. Agent
BY: W. Boyer Speed ~~President~~ (SEAL) ~~(SEAL)~~

William M. White
Notary Public

1964 NOV -2 AM 10:08
FILED

11

E-123—1 M—2-62.

REPORT OF SALE

METROPOLITAN LIFE INSURANCE COMPANY, Assignee
1 Madison Avenue-New York 10, N.Y.
Plaintiff

VS.

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife
133 Louise Terrace, Anne Arundel Co., Md.
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY, IN EQUITY
Docket 22-188 - Case #16,634

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

The Report of Sale of John J. Neubauer, Sr. and John J.Neubauer, Jr., Trustees appointed by the decree in the above entitled cause to make sale of leasehold ~~property,~~ upon which the improvements are known as 133 Louise Terrace, in Anne Arundel County, Maryland -

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital", a daily - - - - - - - - - - - - - - - - newspaper, published in ~~Baltimore County~~ Annapolis, Maryland, for one of more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 30th day of October, 1964, at 3:00 o'clock, P. M., attend on the premises and then and there sold the leasehold property to Metropolitan Life Insurance Company, New York 10, New York, -
at and for the price of Nine Thousand and 00/100 ($9,000.00) Dollars; it being the highest bidder therefor. Subject to the payment of an annual ground rent of One Hundred Fourteen and 00/100 ($114.00), payable in equal semi-annual installments on the 7th days of April and October, in each and every year.

1964 NOV -2 AM 10:08
FILED

John J. Neubauer, Sr.
John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr.
John J. Neubauer, Jr. - Trustee.

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

I Hereby Certify, that on this 30th day of October, 19__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City ~~County~~ of Baltimore aforesaid, personally appeared John J. Neubauer, Sr. and John J.Neubauer, Jr., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Catherine T. Boegner
Catherine T. Boegner - Notary Public

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ORDER NISI

BOOK 158 PAGE 341

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

versus

LLOYD B. SIMMONS AND RUTH E. SIMMONS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,634 Equity

Ordered, this 2nd day of November, 1964, That the sale of the property in these proceedings mentioned made and reported by JOHN J. NEUBAUER, SR. AND JOHN J. NEUBAUER, JR., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sale was $ 9,000.00

Clerk.

True Copy,

John J. Neubauer, Sr., Atty. TEST: Clerk.

(Final Order) FOR: EVENING CAPITAL Nov. 5th Edition

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

versus

LLOYD B. SIMMONS AND RUTH E. SIMMONS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of December, 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 DEC -8 PM 2:10

13

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, N.Y.
Plaintiff :

vs. :

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife
133 Louise Terrace :
Anne Arundel County, Maryland
Defendants :

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

Docket 22-188 - Case #16,634

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

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees, respectfully represents unto your Honor:

1. That your Petitioners have been appointed Trustees to make sale of the property described in these proceedings known as 133 Louise Terrace, Glen Burnie, Maryland, subject to the payment of an annual ground rent of $114.00 and have qualified by filing their corporate bond.

2. That your Petitioners, by their Report filed in these proceedings on the 2nd day of November, 1964, sold the said leasehold property situated in Anne Arundel County, State of Maryland, known as 133 Louise Terrace, and more fully described in these proceedings to Metropolitan Life Insurance Company.

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

4. That Veterans' Administration has guaranteed payment of the mortgage filed in these proceedings as "Petitioner's Exhibit #1" to Metropolitan Life Insurance Company and said Administration is entitled to have the subject property conveyed to it.

WHEREFORE, your Petitioners pray this Honorable Court to pass an order substituting J.S. Gleason, Jr., Administrator of

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JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

14

Veterans' Affairs, as purchaser of said property in the place and stead of Metropolitan Life Insurance Company.

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee

ASSENT

Metropolitan Life Insurance Company hereby assents to the passing of an order for the relief prayed in the aforegoing Petition.

METROPOLITAN LIFE INSURANCE COMPANY

BY: J. A. Bertrand Vice-President

J. A. BERTRAND SECOND

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

METROPOLITAN LIFE INSURANCE COMPANY :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

vs.

LLOYD B. SIMMONS and
RUTH E. SIMMONS, his wife
133 Louise Terrace
Anne Arundel County, Maryland
Defendants

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Docket 22-188 - Case #16,634

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

ORDER OF COURT

Upon the aforegoing Petition and Assent, it is this 12th day of November, 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 133 Louise Terrace, Glen Burnie, Maryland, subject to the payment of an annual ground rent of $114.00 in the place and stead of Metropolitan Life Insurance Company.

Judge

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

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16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,634 Equity
METROPOLITAN LIFE INSURANCE COMPANY, Assignee
versus
LLOYD B. SIMMONS and RUTH E. SIMMONS, his wife

Ordered, this 2nd day of November, 1964, That the sale of the property in these proceedings mentioned made and reported by JOHN J. NEUBAUER, SR. AND JOHN J. NEUBAUER, JR., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of December next.

The report states that the amount of sale was $9,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N 25

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 345

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,634 Lloyd B. Simmons

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of December, 1964. The first insertion being made the 5th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1964 NOV 30 PM 4:04

By H. Lehmann

No. E. C. 33424

17

In the Case of

METROPOLITAN LIFE INSURANCE COMPANY, Assignee

VS.

LLOYD B. SIMMONS and RUTH E. SIMMONS, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,634 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 DEC 14 AM 11:26

All of which is respectfully submitted.

December 14, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 30th 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: Alice Jankowski, deputy

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Dr. METROPOLITAN LIFE INSURANCE COMPANY, Assignee , vs.
LLOYD B. SIMMONS and RUTH E. SIMMONS, his wife,

BOOK 158 PAGE 347

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, JR., Trustees

					Cr.	
1964, October 30,						
Proceeds of Sale	9,000	00				
Interest on deferred payment of $8,500.00 from						
10/30/64 to 12/10/64	56	67	9,056	67		
Refund 1964 taxes - 10/30/64 to 12/31/64	33	66				
Refund 1964 Sanitary charges, 10/30/64 to 12/31/64	5	84	39	50		
					9,096	17
To Trustees for fee, viz:	50	00				
To Trustees for Commissions, viz:	301	70	351	70		
To Trustees for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	32	25				
Auditor - stating this account	35	00	77	25		
To Trustees for expenses, viz:						
Capital Gazette Press - advertising sale	96	24				
Capital Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	17	70				
E.T.Newell & Co. Inc. - auctioneer's fee	35	00				
U.S.Fidelity & Guaranty Co. - Bond premium	24	00				
Ground rent - 4/7/64 to 10/30/64 (114.00)	64	27				
1964 water rent to 10/30/64	29	20				
Federal Lien Reports	3	00				
Cost to change locks	18	24				
Miscellaneous notary fees	1	00	303	65		
To Metropolitan Life Insurance Company this						
balance on account of claim filed	8,363	57	8,363	57		
					9,096	17

	Amount of Mortgage claim filed	10,520	08			
	Interest on principal balance of $10,178.88 from					
	10/15/64 to 12/30/64 - 76 days @ $4\frac{1}{2}$%	96	52			
		10,616	60			
	Credit amount allowed above	8,363	57			
	Balance subject to Decree in Personam	2,253	03			

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BOOK 158 PAGE 349

OLIVER M. WALKER,	:	IN THE
SURVIVING TRUSTEE	:	CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
KENNETH G. HALLIDAY AND MONIA HALLIDAY, HIS WIFE	:	Docket 22 Folio 113
Defendants	:	Case No. 16,486
	:	

: : : : : : : : : : :

MR. CLERK:

Please docket the above entitled case and file the deed of trust from Kenneth G. Halliday and Monia Halliday, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated June 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 943, folio 586, as Exhibit A, and enter our appearance for the Trustees.

Joseph T. Huesman

Joseph T. Huesman

Lerch and Huesman

Lerch and Huesman,
Attorneys for Trustees,
504 Maryland Trust Building
Baltimore, Maryland 21202
LE 9-0155

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1964 JUL 24 AM 9: 17

FHA Form No. 2127m
(Revised June 1952)

LIBER 943 PAGE 586 BOOK 158 PAGE 350

DEED OF TRUST

No. 16,486 Equity.

THIS DEED, made this 22nd day of JUNE, 1955, by and between KENNETH G. HALLIDAY AND MONIA HALLIDAY, HIS WIFE party of the first part and OLIVER M. WALKER, W. LAIRD DUNLOP, III AND GEORGE H. SCHMIDT, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto WALKER & DUNLOP, INC., , a corporation organized and existing under the laws of THE STATE OF DELAWARE, in the principal sum of FIFTEEN THOUSAND ONE HUNDRED AND 00/100 Dollars ($ 15,100.00), with interest from date at the rate of FOUR & ONE-HALF per centum (4½ %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of NINETY-FIVE AND 58/100 Dollars ($ 95.58), commencing on the first day of AUGUST, 1955, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY, 1975.

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to THEM in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of ANNE ARUNDEL and State of Maryland, known and distinguished as ALL THAT LOT OF GROUND SITUATE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, IN THE STATE OF MARYLAND, AND DESCRIBED AS FOLLOWS, THAT IS TO SAY:

BEGINNING FOR THE SAME ON THE NORTH SIDE OF OAK GROVE ROAD, AS NOW LAID OUT 50 FEET WIDE AT A POINT DISTANT 192.25 FEET WESTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTH SIDE OF OAK GROVE ROAD AND THE WESTERMOST SIDE OF HAMMONDS FERRY ROAD AND RUNNING THENCE WESTERLY BINDING ON THE NORTH SIDE OF OAK GROVE ROAD 60 FEET; THENCE NORTHLY AT RIGHT ANGLES TO OAK GROVE ROAD 115 FEET; THENCE EASTERLY PARALLEL WITH OAK GROVE ROAD 60 FEET AND THENCE SOUTHERLY BY A STRAIGHT LINE 115 FEET TO THEPLACE OF BEGINNING. THE IMPROVEMENTS THEREON BEING KNOWN AS NO. 404 OAK GROVE ROAD.

BEING THE SAME PROPERTY WHICH BY DEED DATED June 22 1955 AND RECORDED OR INTENDED TO BE RECORDED PRIOR HERETO AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, WAS GRANTED AND CONVEYED BY LOWELL H. SMITH AND WIFE TO THE WITHIN NAMED PARTIES OF THE FIRST PART, IN FEE SIMPLE.

PROCEEDS OF THIS LOAN ARE TO BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air-conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

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EXHIBIT A

16—51232-5

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns AS TRUSTEES.

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

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

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby 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 therof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be THEIR duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, THEIR heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

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

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

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

(*a*) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(I) premium charges, under the contract of insurance with the Federal Housing Commissioner;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 MONTHS from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 3 MONTHS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

11. The party of the first part covenants and agrees that so long as this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the holder of the note may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

Witness: Raymond Grant — Kenneth G. Halliday [SEAL]
KENNETH G. HALLIDAY

RAYMOND GRANT — Monia Halliday [SEAL]
MONIA HALLIDAY

[SEAL]

LIBER 943 PAGE 590 [SEAL]

STATE OF MARYLAND,
CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 22 day of JUNE, 1955, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and for the~~ CITY OF BALTIMORE aforesaid, personally appeared KENNETH G. HALLIDAY AND MONIA HALLIDAY HIS WIFE, PERSONALLY KNOWN BY ME TO BE (OR SATISFACTORILY PROVEN TO BE) THE PERSONS WHOSE NAMES ARE SUBSCRIBED ON THE WITHIN INSTRUMENT ~~XXXXXX~~, and ~~XXX~~ EACH acknowledged the foregoing deed to be HIS ACT AND DEED. ~~XXX~~

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

Raymond E. Grant
RAYMOND E GRANT Notary Public.

MY COMMISSION EXPIRES: April 6 1957

Recorded: July 11, 1955 at 3 P.M.

This form may be used as the security instrument in connection with mortgages to be insured under Section 8, Section 203, Section 603, Section 603 pursuant to Section 610, Section 903, and in connection with "individual mortgages" to be insured under Section 213 and Section 611 of the National Housing Act.

STATE OF MARYLAND

LOAN NO.

Deed of Trust

KENNETH G. HALLIDAY
MONIA HALLIDAY
TO
OLIVER M. WALKER
W. LAIRD DUNLOP, III
GEORGE H. SCHMIDT
Trustee.

RECEIVED FOR RECORD on the 11 day of July A.D. 19 55, at 3 o'clock P. M., and recorded in Liber No. 4 A.T.C. 5-76 folio one of the Land Records.

GEORGE T. CROMWELL, Clerk

Examined by Charles

Recorder.

U. S. GOVERNMENT PRINTING OFFICE 10—51232-5

OK 14181 8838

OLIVER M. WALKER, Surviving Trustee	:	
Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
KENNETH G. HALLIDAY and MONIA HALLIDAY, his wife	:	ANNE ARUNDEL COUNTY
	:	
Defendants	:	16,486 Equity
	:	

: : : : : : : : :

MILITARY AFFIDAVIT

DISTRICT OF COLUMBIA: To Wit:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said District, personally appeared MATTHEW TRIMBLE SAWTELLE and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief.

1. said defendants are not in the military service of the United States,
2. said defendants are not in the military service of any nation allied with the United States,
3. said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
4. said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Matthew Trimble Sawtelle

Matthew Trimble Sawtelle

Subscribed and sworn to before me this 21 day of ~~May~~ July, 1964

Laura J. Wilkerson

Notary Public

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1964 JUL 24 AM 9:17

BOOK 158 PAGE 355

OLIVER M. WALKER, Surviving Trustee Plaintiff	:	IN THE CIRCUIT COURT
vs.	:	FOR
KENNETH G. HALLIDAY and MONIA HALLIDAY, his wife Defendants	:	ANNE ARUNDEL COUNTY No. 16,486 Equity

: : : : : : : :

STATEMENT OF DEBT DUE

UNDER DEED OF TRUST

Statement of Claim by HARTFORD LIFE INSURANCE COMPANY, a body corporate, under the Deed of Trust from Kenneth G. Halliday and Monia Halliday, his wife, dated June 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943, folio 586, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, securing a Deed of Trust Note of even date in the principal amount of $15,100.00 from the said Kenneth G. Halliday and Monia Halliday, his wife to Walker & Dunlop, Inc., a body corporate, who assigned said Deed of Trust Note to the Claimant, Hartford Life Insurance Company:

Balance due on principal	$10,270.66
Interest at 4½% per annum from January 1, 1964 to June 1, 1964, (interest accrues at $1.283 per day)	192.55
TOTAL DUE....	$10,463.21

HARTFORD LIFE INSURANCE COMPANY

BY: Joseph A. Kelly
Vice President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK: To Wit

I HEREBY CERTIFY that on this 4th day of June, 1964, before me, a Notary Public of the State and County aforesaid, personally appeared Joseph A. Kelly, Vice President of Hartford Insurance Company, the Claimant in the above entitled cause, and made oath that the foregoing is a true statement of the amount of debt due under the Deed of Trust filed in this cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

FILED

1964 JUL 24 AM 9: 17

Owen S. Murphy Jr.
Notary Public

7

No. 16,486 Equity

The Travelers Indemnity Company

Hartford, Connecticut

BOOK 158 PAGE 356

BOOK 12 PAGE 467

(A STOCK COMPANY)

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we Oliver M. Walker, Surviving Trustee, of 907 Sixteenth Street, N. W., 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 ELEVEN THOUSAND AND NO/100 ($11,000)---------- 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 30th day of July, in the year of our Lord one thousand nine hundred and Sixty-Four.

WHEREAS, BY DEED OF TRUST, dated the 22nd day of June, nineteen hundred and Fifty-Five, and left to be recorded among the land Records of Anne Arundel County, Md. on the 11th day of July, 19 55, in liber G T C No. 943, Folio 586, Kenneth G. Halliday and Monia Halliday, his wife, did grant, bargain and sell, assign and transfer unto Oliver M. Walker, Surviving Trustee,

Trustee..., as therein named his (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 Oliver M. Walker, Surviving Trustee shall faithfully perform the trust reposed in him by said Deed of Trust, 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 Oliver M. Walker, Surviving Trustee, 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

Joseph I. Huesman

JOSEPH I. HUESMAN

Edythe Dorsey Beaman

EDYTHE DORSEY BEAMAN

Oliver M. Walker (SEAL)

Oliver M. Walker, Surviving Trustee (SEAL)

THE TRAVELERS INDEMNITY COMPANY

R. L. Norton

Attorney-in-Fact.

FILED

1964 AUG -4 AM 9:59

Bond approved this 4th day of August, 1964

Louis N. Phillips, Clerk

S-743 PRINTED IN U.S.A. 9-29-41

BOOK 158 PAGE 357

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th 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 Sweetser Linthicum, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) (~~that he is the agent for the purchaser~~, _____,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Sweetser Linthicum (SEAL)
Purchaser

William M. White
Notary Public

FILED
1964 AUG 27 AM 10: 01

9

W. Dunlop

BOOK 158 PAGE 358

OLIVER M. WALKER, SURVIVING TRUSTEE	:	IN THE
	:	CIRCUIT COURT
Plaintiff	:	FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
KENNETH G. HALLIDAY AND MONIA HALLIDAY, HIS WIFE	:	No. 16,486
Defendants	:	

: : : : : : : : : : :

REPORT OF SALE

The Report of Oliver M. Walker, Surviving Trustee, under a certain Deed of Trust from Kenneth G. Halliday and Monia Halliday, his wife, dated June 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 943, folio 586, respectfully states:

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon and in other terms and conditions of said Deed of Trust, your Trustee, acting under the power and authority conferred upon him in said Deed of Trust and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published weekly in Anne Arundel County and having general circulation in said County, for at least three (3) successive weeks prior to the day of sale, and after giving bond with approved security for the faithful performance of his trust, did, pursuant to said notice of sale, on the premises, on Wednesday, August 19, 1964, at 11 o'clock A.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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1964 AUG 27 AM 10:01

10

BEGINNING for the same on the north side of Oak Grove Road, as now laid out 50 feet wide at a point distant 192.25 feet westerly from the corner formed by the intersection of the north side of Oak Grove Road and the westernmost side of Hammonds Ferry Road and running thence westerly binding on the north side of Oak Grove Road 60 feet; thence northly at right angles to Oak Grove Road 115 feet; thence easterly parallel with Oak Grove Road 60 feet and thence southerly by a straight line 115 feet to the place of beginning. The improvements thereon being known as No. 404 Oak Grove Road.

And your Trustee sold said property unto Sweetser Linthicum, 202 West Maple Avenue, Linthicum, Maryland, at and for the sum of Thirteen Thousand, Eight Hundred Dollars ($13,800.) the said Sweetser Linthicum being, at that price, the highest bidder therefor.

The affidavit of the Purchaser is herewith filed and marked as "Exhibit B", proof of publication of advertisement in The Maryland Gazette, as stated above, has been filed prior hereto.

Respectfully submitted,

Oliver M. Walker, Surviving Trustee

DISTRICT OF COLUMBIA, SS:

I HEREBY CERTIFY that on this 25 day of August, 1964, before me, the subscriber, a Notary Public of the District of Columbia, in and for the same, personally appeared OLIVER M. WALKER, 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.

As witness my hand and Notarial Seal.

Laura J. Ritenour, Notary Public

My Commission Expires June 14, 1969

ORDER NISI

BOOK 158 PAGE 360

OLIVER M. WALKER, SURVIVING TRUSTEE

versus

KENNETH G. HALLIDAY AND

MONIA HALLIDAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,486 Equity

Ordered, this 27th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Oliver M. Walker, Surviving Trustee

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 $ 13,800.00.

Louis N. Phipps Clerk.

True Copy,

Joseph I. Huesman, Atty.

TEST: Clerk.

For the Maryland Gazette (Sept.3, 1 Edition)

(Final Order)

OLIVER M. WALKER,

SURVIVING TRUSTEE

versus

KENNETH G. HALLIDAY AND

MONIA HALLIDAY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of October, 1967 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1964 OCT -7 AM 11:39

12

LERCH AND H SMAN
Solicitors
504 Maryland Trust Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

5TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, BEING PREMISES KNOWN AS 404 OAK GROVE ROAD, LINTHICUM HEIGHTS

Under and by virtue of the power and authority contained in a certain Deed of Trust from Kenneth G. Halliday and Monia Halliday, his wife, to Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, dated June 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 943, folio 586, default having occurred in the payment of the indebtedness thereby secured; and at the request of the party secured thereby, the undersigned Trustee will offer for sale at public auction in front of the premises on

Wed., Aug. 19, 1964, at 11 O'Clock, A.M. (E.D.S.T.)

all that land and premises described in said Deed of Trust as follows, to wit:

BEGINNING for the same on the north side of Oak Grove Road, as now laid out 50 feet wide at a point distant 192.25 feet westerly from the corner fromed by the intersection of the north side of Oak Grove Road and the westermost side of Hammonds Ferry Road and running thence westerly binding on the north side of Oak Grove Road 60 feet; thence northerly at right angles to Oak Grove Road 115 feet; thence easterly parallel with Oak Grove Road 60 feet and thence southerly by a straight line 115 feet to the place of beginning. The improvments thereon being known as No. 404 Oak Grove Road.

Subject to building restrictions and covenants of record, if any.

The property is improved by a 2½ story, frame, one-family dwelling, containing six rooms and one bath.

No.

OFF OF 16486

Maryland Gazette

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

BOOK 158 PAGE 361

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed Trustee's Sale Kenneth G. Halliday 404 Oak Road, "Linthicum Heights" 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 19th day of August, 1964. The first insertion being made the 30th day of July, 1964.

FILED
1964 AUG 27 PM 2:36

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

TERMS OF SALE: A deposit of $500.00 in cash or by certified check will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement, or all cash, as the purchaser or purchasers may elect.

All conveyancing, recording, stamp taxes, transfer tax, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses and taxes and all other assessments and public charges, including special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Court otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

OLIVER M. WALKER,
Surviving Truste

E. T. NEWELL & CO., INC.,
Auctioneers A-13

BOOK 158 PAGE 362

BOND NO. 1218036

BOOK 158 PAGE 363

The Travelers Indemnity Company

Hartford, Connecticut

BOOK 12 PAGE 521

(A STOCK COMPANY)

No. 16,486 Equity

Additional Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we Oliver M. Walker, Surviving Trustee, of 907 Sixteenth Street, N.W., 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 Two Thousand Eight Hundred and No/100- - - ($2,800.)- - - - 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 1st day of September, in the year of our Lord one thousand nine hundred and Sixty-Four

WHEREAS, BY DEED OF TRUST, dated the 22nd day of June, nineteen hundred and Fifty-Five, and left to be recorded among the land Records of Anne Arundel County, Maryland on the 11th day of July, 1955, in liber GTC No. 943, Folio 586, Kenneth G. Halliday and Monia Halliday, his wife, did grant, bargain and sell, assign and transfer unto Oliver M. Walker, Surviving Trustee,

Add. Trustee, as therein named his (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 Oliver M. Walker, Surviving Trustee shall faithfully perform the trust reposed in him by said Deed of Trust, 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 Oliver M. Walker, Surviving Trustee 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

Ella F. Whitt

Oliver M. Walker (SEAL)

Oliver M. Walker, Surviving Trustee (SEAL)

THE TRAVELERS INDEMNITY COMPANY

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

Margaret E. Yoshek

FILED

1964 SEP 15 AM 10: 44

S-745 PRI

Bond approved this 15th day of Sept, 1964

Louis N. Phipps, Clerk

14

BOOK 158 PAGE 364

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,486 EQUITY

Oliver M. Walker, Surviving Trustee

versus

KENNETH G. HALLIDAY and MONIA HALLIDAY, his wife

Ordered, this 27th day of August, 1964, That the sale of the property in these proceedings mentioned made and reported by Oliver M. Walker, Surviving Trustee 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 $13,800.00.

LOUIS M. 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,486
Kenneth G. Halliday

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.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 SEP 25 PM 4:20

By H. Tilghman

No. M. G. 9322

15

BOOK 158 PAGE 365

OLIVER M. WALKER, SURVIVING TRUSTEE	:	IN THE
Plaintiff	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
KENNETH G. HALLIDAY AND MONIA HALLIDAY, HIS WIFE	:	IN EQUITY
Defendants	:	No. 16,486

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

AMENDED STATEMENT OF DEBT
DUE UNDER DEED OF TRUST

Amended Statement of Claim by HARTFORD LIFE INSURANCE COMPANY, a body corporate, under the Deed of Trust from Kenneth G. Halliday and Monia Halliday, his wife, dated June 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 943, Folio 586, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, securing a Deed of Trust Note of even date in the principal amount of $15,100.00 from the said Kenneth G. Halliday and Monia Halliday, his wife, to Walker & Dunlop, Inc., a body corporate, who assigned said Deed of Trust Note to the Claimant, Hartford Life Insurance Company:

Balance due on principal	$10,270.66
Interest @ 4½% per annum from January 1, 1964 to October 31, 1964 (interest accrues at $1.283 per day)	391.32
Deficit in expense account	20.21
TOTAL DUE	$10,682.19

HARTFORD LIFE INSURANCE COMPANY

BY: Owen D. Murphy Jr.
Second Vice President

COMMONWEALTH OF MASSACHUSETTS)
) TO WIT:
COUNTY OF SUFFOLK)

I HEREBY CERTIFY that on this 17th day of November, 1964, before me, a Notary Public of the State and County aforesaid, personally appeared Owen D. Murphy, Jr., Second Vice President of HARTFORD LIFE INSURANCE COMPANY, the Claimant in the above entitled cause, and made oath that the foregoing is a true statement of the amount of debt due under the Deed of Trust filed in this cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

My Commission Expires June 25, 1971

Kathryn C. Kent
Notary Public

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1964 NOV 23 AM 10: 17

16

In the Case of

OLIVER M. WALKER, SURVIVING TRUSTEE

VS.

KENNETH G. HALLIDAY AND
MONIA HALLIDAY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,486 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 AM 11:07

All of which is respectfully submitted.

Arthur A. 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 N. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED
1964 DEC 18 AM 9:39

17

18

Dr. Mortgaged Real Estate of Kenneth G. Halliday and Monia Halliday, his wife

BOOK 158 PAGE 367

In Acct. with Oliver M. Walker, Surviving Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report of Sale filed			13,800	00		
By	Interest 6% on deferred payment $13,300.00 from 8/19/64 to 10/26/64			150	77		
By	Adjustment taxes, from 8/19/64 to 12/31/64			80	47		
By	Adjustment Sanitary charges from 8/19/64 to 12/31/64			5	64		
						14,036	88
To	Trustee for commission, viz	138	00				
To	Trustee for cousel fee, as per Order of Court 11/13/64	300	00				
				438	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	34	50				
	Auditor, this account	35	00				
				79	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	89	82				
	Walker & Dunlop Agency Inc. - bond	55	00				
	E. T. Newell & Co. Inc. auctioneer's fee	405	00				
	Postage and Miscellaneous expense	4	31				
				554	13		
To	Hartford Life Insurance Co. Mortgagee in full for Mortgage claim filed	10,682	19				
	Interest 4½% on principal balance $10,270.66 from 11/1/64 to 12/15/64	58	88				
				10,741	07		
To	Kenneth G. Halliday and Monia Halliday, his wife, Mortgagors, excess	2,224	18				
				2,224	18		
						= 14,036	88

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		
	:	ANNE ARUNDEL COUNTY
RAYMOND B. PIECZYMSKI AND DORIS ANN PIECZYMSKI, HIS WIFE	:	(In Equity) No. 16 6-41

Mr. Clerk:

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

1. Original Mortgage from Raymond B. Pieczymski and Doris Ann Pieczymski, his wife to Baltimore Federal Savings and Loan Association, dated September 30th, 1960 and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1428 folio 93.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED
1964 OCT -5 AM 9:13

FHA Form No. 2127-H
(Revised July 1954)

BOOK 158 PAGE 369

BOOK 1428 PAGE 93

MORTGAGE

No. 16,641 Equity

3266

THIS MORTGAGE, Made this 30th day of September, A. D. 1960, by and between RAYMOND B. PIECZYMSKI and DORIS ANN PIECZYMSKI, his wife

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of TEN THOUSAND FIVE HUNDRED FIFTY and 00/100 Dollars ($10,550.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and 3/4 per centum (5 3/4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-one and 61/100 Dollars ($61.61), commencing on the first day of November, 1960, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1990. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—55500-6

BEING known and designated as Lot No. 8 Section 4 as shown on the plat of "Section 4, Sun Valley" recorded among the plat records of Anne Arundel County in Plat Book 31 folio 14. The improvements thereon being known as 1007 Cheverly Lane.

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

Refrigerator Range Clothes washer Sump Pump Shutters
Screens Screen doors

The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be covered hereby.

1964 OCT -5 AM 9:14

FILED

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

2

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

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

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

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

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

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($1/12$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 5 months time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

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

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

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

Witness:

C. Rider Brandau Jr.
C. RIDER BRANDAU, JR.

Raymond B Pieczymski [SEAL]
Raymond B. Pieczymski

[SEAL]

Doris Ann Pieczymski [SEAL]
Doris Ann Pieczymski

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1428 PAGE 97

I HEREBY CERTIFY, That on this the 30th day of September, 19 60, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Raymond B. Pieczymski and Doris Ann Pieczymski, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal. 1100

C. Rider Brandau Jr.
C. RIDER BRANDAU, JR. Notary Public.

My commission expires: May 1, 1961

C. RIDER BRANDAU, JR. NOTARY PUBLIC BALTIMORE, MD

Number 54322
Book
Page
Examined
Recd for record Oct. 4, 1960 at 11:22 A.M.
Mailed to The Colonial Title Guarantee Co

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

WALTER S. CALWELL, Attorney Named in Mortgage
VS.
RAYMOND B. PIECZYMSKI AND DORIS ANN PIECZYMSKI, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
RAYMOND B. PIECZYMSKI AND DORIS ANN PIECZYMSKI, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No. 16,641

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Raymond S. Pieczymski and Doris Ann Pieczymski, his wife

to Baltimore Federal Savings and Loan Association

dated the 30th day of September 19 60 and recorded among the Land Records of Baltimore County in Liber G.T.C. No 1428 Folio 93

Amount of Mortgage	$10,550.00
Less - amount paid on principal	539.95
	10,010.05
Plus - interest to 9/11/64	161.51
	10,171.56
Less - balance in expense account	198.24
	9,973.32
	161.81
	9811.81

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of September 19 64 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED 1964 OCT -5 AM 9:13

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND B. PIECZYMSKI AND DORIS ANN PIECZYMSKI, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 16,641

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 29th 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 and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1964 OCT -5 AM 9:13

7

CALLAHAN and C VELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Raymond B. Pieczymski and Doris Ann Pieczymski, his wife to Baltimore Federal Savings and Loan Association, dated September 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1428 folio 93 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, Maryland

TUES., OCT. 27th, 1964
AT
3:40 P.M.

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

BEING known and designated as Lot No. 8 Section 4 as shown on the plat of "Section 4, Sun Valley" recorded among the plat records of Anne Arundel County in Plat Book 31 folio 14. The improvements thereon being known as 1007 Cheverly Lane.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a 1 story frame bungalow, containing 5 rooms, 1 bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date 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

O-22

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OFFIC OF 16641

BOOK 158 PAGE 375

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed Attorney's Sale Raymond B. Pieczymski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1964. The first insertion being made the 7th day of October, 1964.

FILED
1964 OCT 23 PM 1:58

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

16,641

Mortgagee and Attorney's Bond.

1-369

BOOK 158 PAGE 376

BOOK 12 PAGE 562

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-2057-64

No 16641 Equity

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 AND NO/100 - - - - - - - - - - ($10,000.00) - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd 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 Raymond B. Pieczymski and Doris Ann Pieczymski to the Baltimore Federal Savings and Loan Association bearing date the 30th day of September nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1428, Folio 93, ~~and~~

is about to sell the land and premises described in said Mortgage, 1007 Cheverly Lane - 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. Lirch
~~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, Attorney-in-fact

FILED
1964 OCT 27 AM 9:17

Bond approved this 27th day of October, 1964

Louis N. Phipps, Clerk

BOOK 158 PAGE 377

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND B. PIECZMSKI AND DORIS ANN PIECZMSKI, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 16,641

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 27th day of October, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser
CHARLES E. WILLIAMS Vice President

FILED
1964 OCT 29 AM 9:23

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
		(In Equity) No. 16,641
RAYMOND B. PIECZYMSKI AND DORIS ANN PIECZYMSKI, HIS WIFE	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1428 folio 93 from said Raymond B. Pieczymski and Doris Ann Pieczymski, 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 immediately preceding the day of~~ sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of October, 1964 at 3.40 attend ~~on the premises~~ at the Court House Door in Annapolis and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 8, Section 4 as shown on the Plat of "Section 4, Sun Valley" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 31 folio 14, the improvements whereon are known as No. 1007 Cheverly Lane; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 OCT 29 AM 9:23

//

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Raymond B. Pieczymski and Doris Ann Pieczymski, his wife to Baltimore Federal Savings and Loan Association, dated September 30th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1428 folio 93 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, Maryland

TUES., OCT. 27th, 1964
AT
3:40 P.M.

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

BEING known and designated as Lot No. 8 Section 4 as shown on the plat of "Section 4, Sun Valley" recorded among the plat records of Anne Arundel County in Plat Book 31 folio 14 The improvements thereon being known as 1007 Cheverly Lane.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a 1 story frame bungalow, containing 5 rooms, 1 bath, forced warm air gas fired heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date 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 O-22

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BOOK 158 PAGE 379

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ten Thousand two Hundred twenty-five ($10,225.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of October, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

BOOK 158 PAGE 380

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RAYMOND B. PIECZYMSKI AND
DORIS ANN PIECZYMSKI, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,641 Equity

Ordered, this 29th day of October, 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 7th 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 7th day of December next.

The report states that the amount of sale was $ 10,225.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

FOR: The Maryland Gazette (Nov. 5th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

RAYMOND B. PIECZYMSKI AND
DORIS ANN PIECZYMSKI, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th 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 -8 PM 2: 10

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Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,641 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
RAYMOND B. PIECZYMSKI
and
DORIS ANN PIECZYMSKI, his wife

Ordered, this 29th day of October, 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 7th 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 7th day of December next.

The report states that the amount of sale was $10,225.00.

LOUIS N. PHIPPS, Clerk.
True Copy, TEST:
LOUIS N. PHIPPS, Clerk.
N-23

OFFICE OF

Maryland Gazette

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

BOOK 158 PAGE 381

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,641 Raymond B. Pieczymski

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 December, 1964. The first insertion being made the 5th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 NOV 30 PM 4:04

By [illegible]

No. M.G. 33350

14

BOOK 158 PAGE 382

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

RAYMOND B. PIECZYMSKI, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,641 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 DEC 17 PM 1:14

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of January, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phippen

Clerk

Per: Alice Jankowski, deputy

FILED

1965 JAN -5 AM 10: 39

15

12

Dr. Mortgaged real Estate of Raymond B. Pieczymski and

Doris Ann Pieczymski, his wife

BOOK 158 PAGE 383

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

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			10,225	00		
By	Interest 6% on deferred payment,						
	$9,725.00 from 10/27/64 to 12/9/64			71	58		
By	Adjustment, taxes from 10/27/64 to						
	12/31/64			37	89		
						10,334	47
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	336	75				
				436	75		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	76	68				
	New Amsterdam Casualty Co. - bond	40	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	50				
	Adjustment ground rent, from 8/10/64 to						
	10/27/64	32	15				
				185	33		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee, on account of mortgage claim						
	filed	9,639	39				
				9,639	39		
						10,334	47
	Balance due on mortgage as per claim filed	9,973	32				
	Interest 5 3/4% on principal balance						
	$9,811.81 from 9/12/64 to 1/4/65	177	07				
		10,150	39				

Credit amount allowed above	9,639	39	aaji			
This amount subject to decree in personam	511 ~~510~~	00 ~~80~~	aaji			

BOOK 158 PAGE 385

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE	:	(In Equity) No. 16,640

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 George Johnson Davidson and Margaret Davidson, his wife to Baltimore Federal Savings and Loan Association, dated November 10th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 881 folio 141.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

FILED
1964 OCT -5 AM 9:14

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 158 PAGE 386

LIBER 881 PAGE 141

MARYLAND

MORTGAGE

No. 16,640 Equity

THIS MORTGAGE, made this 10th day of November, A. D. 1954, by and between

GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, his wife

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

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND THREE HUNDRED Dollars ($ 10,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 19/100ths Dollars ($ 52.19), commencing on the first day of December, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 1984. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 8 in Block A, as shown on the Plat of Parts of Blocks A, D, E, and F, Glenwood, dated April, 1954, and recorded among the Plat records of Anne Arundel County in Plat Book 25 folio 17. The improvements thereon being known as No. 112 Steven Road.

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

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1964 OCT -5 AM 9:14

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

16—49890-7

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

36" Gas Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue for all the years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual rent of $96.00 payable half-yearly on the 10th days of May and November.

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 therefore 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~~days~~) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $50.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

Maurice F. Mackey Jr.
MAURICE F. MACKEY, JR.

George Johnson Davidson [SEAL]
George Johnson Davidson

Margaret Davidson [SEAL]
Margaret Davidson

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

LIBER 881 PAGE 145

I HEREBY CERTIFY, That on this 10th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared George Johnson Davidson and Margaret Davidson, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Walter S. Calwell the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Maurice F. Mackey Jr.
MAURICE F. MACKEY, JR. Notary Public.

Recorded-19th-Nov.-1954-at-9-A.M.

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
GEORGE JOHNSON DAVIDSON AND
MARGARET DAVIDSON, HIS WIFE

PLAINTIFF's EXHIBIT "A"

BOOK 158 PAGE 390

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No. 16,640

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from George Johnson Davidson and Margaret Davidson, his wife

to Baltimore Federal Savings and Loan Association

dated the 10th day of November 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 881 Folio 141

Amount of Mortgage	$10,300.00
Less - amount paid on principal	1,700.28
	8,599.72
Plus - interest to 9/17/64	179.61
	8,779.33
Less - balance in expense account	30.81
	8,748.52
	179.61
	8568.91

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of September 19 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED 1964 OCT -5 AM 9:14

BOOK 158 PAGE 391

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE	:	Anne Arundel County
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,640

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of September 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 OCT -5 AM 9:14

7

CALLAHAN and C[illegible]WELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and autbority contained in a Mortgage from George Johnson Davidson and Margaret Davidson, his wife to Baltimore Federal Savings and Loan Association, dated November 10th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 881 folio 141 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., OCT. 27th, 1964
AT
2:50 P.M.

all that Leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of "Glenwood" and described as follows:

BEING known and designated as Lot No. 8 in Block A, as shown on the Plat of Parts of Blocks A, D, E. and F, Glenwood, dated April, 1954, and recorded among the Plat records of Anne Arundel County in Plat Book 25 folio 17. The improvements thereon being known as No. 112 Steven Road.

No. 8

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

Subject to an annual ground rent of $96.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story, frame bungalow containing 4 rooms, 1 bath, hot water radiant panel heat.

TERMS OF SALE: — A cash deposit of $500,00 will be required of the purchaser at the time and place of sale, balance or 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 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.
Auctoneer O-22

OFFIC OF 16640

Maryland Gazette

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

BOOK 158 PAGE 392

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed Attorney's Sale George Johnson Davidson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1964. The first insertion being made the 8th day of October, 1964.

FILED
1964 OCT 23 PM 1:58

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

16,640

Mortgagee and Attorney's Bond. 1-369

BOOK 158 PAGE 393

New Amsterdam Casualty Company

BOOK 12 PAGE 563

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-2055-64

No. 16,640 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 EIGHTY-EIGHT HUNDRED AND NO/100 - - - - - - - - - - - ($8800.00) - - - - - - - - - - - - - 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 23rd 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 George Johnson Davidson and Margaret Davidson, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 10th day of November nineteen hundred and fifty-four and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 881, Folio 141, ~~and~~ xxx

112 Steven Road - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~xxxxx~~ Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols, Attorney-in-fact

Bond approved this 27th day of October, 1964

Louis N. Phipps, Clerk

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1964 OCT 27 AM 9:18

BOOK 158 PAGE 394

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE	:	Equity No. 16,640

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

] I HEREBY CERTIFY, That on this 27th day of October, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser

CHARLES E. WILLIAMS Vice President

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1964 OCT 29 AM 9:23

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

POULTRY—EGGS 47

old, call Southfield 1-6389. O-1

POMERANIAN — Beautiful tw year old toy female. AKC reg istered. Call 647-2337. O-2

NORTH CAROLINA DOG black and tan; three years old, good blood line, not trained, good breeder, best offer. Call Clin ton 5-1767. O-1

BOOK 158 PAGE 395

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE	:	(In Equity) - No. 16,640
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 10th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J .H.H. No. 881 folio 141

from said George Johnson Davidson and Margaret Davidson, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of October, 1964 at 2.50 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 8 in Block A, as shown on the Plat of Blocks A, D, E and F, Glenwood, dated April 1954, and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 17, the improvements whereon are known as No. 112 Steven Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 OCT 29 AM 9:23

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland.

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and autbority contained in a Mortgage from George Johnson Davidson and Margaret Davidson, his wife to Baltimore Federal Savings and Loan Association, dated November 10th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 381 folio 141 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., OCT. 27th, 1964
AT
2:50 P.M.

all that Leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of "Glenwood" and described as follows:

BEING known and designated as Lot No. 8 in Block A, as shown on the Plat of Parts of Blocks A, D, E, and F, Glenwood, dated April, 1954, and recorded among the Plat records of Anne Arundel County in Plat Book 25 folio 17. The improvements thereon being known as No. 112 Steven Road.

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

Subject to an annual ground rent of $96.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story, frame bungalow containing 4 rooms, 1 bath, hot water radiant panel heat.

TERMS OF SALE: — A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance or 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 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.
Auctoneer O-22

1:

BOOK 158 PAGE 396

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-two Hundred seventy-one ($9271.00) Dollars, subject to the payment of an annual ground rent of $96.00, sai purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of October, 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 N ame in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

GEORGE JOHNSON DAVIDSON AND
MARGARET DAVIDSON, HIS WIFE

BOOK 158 PAGE 397
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,640 Equity

Ordered, this 29th day of October, 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 7th 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 7th day of December next.

The report states that the amount of sale was $ 9,271.00

Louison Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

FOR: The Maryland Gazette (Nov. 5th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

GEORGE JOHNSON DAVIDSON AND
MARGARET DAVIDSON, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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.

JUDGE.

FILED
1964 DEC -8 PM 2:09

13

BOOK 158 PAGE 398

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE	:	In Equity - No. 16,640

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 ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ sold certain leasehold property situated in Anne Arundel County, known as No. 112 Steven Road and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

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

ASSENT

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

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams

CHARLES E. WILLIAMS Vice President

FILED

1964 OCT 29 AM 9:23

14

BOOK 158 PAGE 399

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 30th day of October 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. 112 Steven Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

FILED

1964 OCT 30 AM 10:46

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,640 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
GEORGE JOHNSON DAVIDSON and
MARGARET DAVIDSON, his wife

Ordered, this 29th day of October, 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 7th 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 7th day of December next.

The report states that the amount of sale was $9,271.00.

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

N-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 400

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,640
George Johnson Davidson

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 December, 1964. The first insertion being made the 5th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 NOV 30 PM 4:04 By [illegible]

No. M. G. 33351

16

BOOK 158 PAGE 401

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

GEORGE JOHNSON DAVIDSON AND MARGARET DAVIDSON, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,640 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 17 PM 1:15

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of January, 1965, 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

1965 JAN -5 AM 10: 38

17

18

Dr. Mortgaged Real Estate of George Johnson Davidson and Margaret Davidson, his wife

BOOK 158 PAGE 402

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

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			9,271	00		
By	Interest 6% on deferred payment, $8,771.00 from 10/27/64 to 12/9/64			64	90		
By	Adjustment taxes, from 10/27/64 to 12/31/64			32	56		
						9,368	46
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	308	13				
				358	13		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	35	00				
				76	25		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	76	68				
	New Amsterdam Casualty Co., Bond	35	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	50				
	Adjustment, ground rent from 5/10/64 to 10/27/64	44	59				
				192	77		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim filed	8,741	31				
				8,741	31		
						9,368	46
	Balance due on mortgage as per claim filed	8,748	52				
	Interest 4½% on principal balance $8,568.91 from 9/18/64 to 1/4/65	114	60				
		8,863	12				
	Credit amount allowed above	8,741	31				
	This amount subject to decree in personam	121	81				

BOOK 158 PAGE 403

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		
	:	ANNE ARUNDEL COUNTY
LEO G. OUTEN AND ANNA B. OUTEN, HIS WIFE	:	(In Equity) No. 16,642

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 Leo G. Outen and Anna B. Outen, his wife to Baltimore Federal Savings and Loan Association, dated December 2nd, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1714 folio 249.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

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1964 OCT -5 AM 9:13

BOOK 158 PAGE 404

City and County Form. BOOK 1714 PAGE 249 No. 16,642 Equity

This Mortgage, Made this 2nd day of December, in the year one thousand, nine hundred and sixty-three, between LEO G. OUTEN and ANNA B. OUTEN, 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 FOURTEEN THOUSAND and no/100ths ($14,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-fourth (5 ¼%) percent per annum in the manner following:

By the payment of Seventy-seven and 31/100ths ($77.31) Dollars, commencing on the first day of January, 19 64, 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. 38 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

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1964 OCT -5 AM 9:13

2

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, [illegible] forever in Fee Simple.

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, ~~provided that six 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 prepayment;~~ (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Twenty-five ($125.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

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

WITNESS:

Robert F. Vavrina

Leo G. Outen (SEAL)
Leo G. Outen

(SEAL)

Anna B. Outen (SEAL)
Anna B. Outen

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 2nd day of December, 1963, before me, a Notary Public of said State, personally appeared LEO G. OUTEN and ANNA B. OUTEN, 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, ~~and the said Vice President of said corporation, by signing the name of the corporation by himself, as Vice President.~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO. MD.

Robert F. Vavrina Notary Public

My commission expires 5/3/65

900

Rec'd for record Dec. 4 1963 at 11:18 A.M.

Mailed to Callahan & Calwell

4

BOOK 158 PAGE 407

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS. :	FOR
LEO G. OUTEN AND : ANNA B. OUTEN, HIS WIFE :	ANNE ARUNDEL COUNTY
	In Equity - No. 16,642

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Leo G. Outen and Anna B. Outen, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of December 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No 1714 Folio 249

Amount of Mortgage	$14,000.00
Less - amount paid on principal	80.83
	13,919.17
Plus - interest to 9/11/64	265.93
	14,185.10
Less - balance in expense account	52.54
	14,132.56

13,919.17
52.54
13,866.63

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

FILED
1964 OCT -5 AM 9:13

5

BOOK 158 PAGE 408

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
LEO G. OUTEN AND ANNA B. OUTEN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No 11,642

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, 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 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

FILED
1964 OCT -5 AM 9:13

6

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 Leo G. Outen and Anna B. Outen, his wife to Baltimore Federal Savings and Loan Association, dated December 2nd, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1714 folio 249 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., OCT. 27th, 1964

AT

3:10 P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Saronville, near Mountain Road, at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lot No. 33 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31, the improvements whereon are now known as No. 301 Sharon Drive.

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

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a split level type, frame dwelling, containing 6 rooms, 1½ baths, forced warm air oil fired heat, and car port

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

O-22

OFFICE OF 16642

BOOK 158 PAGE 409

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed

Attorney's Sale

Leo G. Outen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October, 1964. The first insertion being made the 2th day of October, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 OCT 23 PM 1:58

By A. Hughes

1' 642 . Equity

Mortgagee and Attorney's Bond.

BOOK 158 PAGE 410

1-369

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

BOOK 12 PAGE 565

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-2056-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOURTEEN THOUSAND TWO HUNDRED AND NO/100 - - - - ($14,200.00) - - - - - - - - - - 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 23rd 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 Leo G. Outen and Anna B. Outen to the Baltimore Federal Savings and Loan Association bearing date the 2nd day of December nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1714, Folio 249 ~~and~~

301 Sharon Drive - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~Attest~~
Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols, Attorney-in-fact

Bond approved this 27th day of October, 1964

Louis N. Phipps, Clerk

FILED
1964 OCT 27 AM 11:59

BOOK 158 PAGE 411

WALTER S. CALWELL, Attorney Named im Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
LEO G. OUTEN AND ANNA B. OUTEN, HIS WIFE	:	Equity No. 16,642

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 27th day of October, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser
CHARLES E. WILLIAMS Vice President

FILED
1964 OCT 29 AM 9:23

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

9

WALTER S. CALWELL, Attorney Named in Mortgage VS. LEO G. OUTEN AND ANNA B. OUTEN, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) - No. 16,642

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 2nd, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1714 folio 240 from said Leo G. Outen and Anna B. Outen, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County ~~for more than three successive weeks preceding the day of sale~~, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of October, 1964 at 3.10 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 38 as shown on the Plat entitled "Second Revision Sharonville", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 31, the improvements whereon are now known as No. 301 Sharon Drive; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1964 OCT 29 AM 9:22

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 Leo G. Outen and Anna B. Outen, his wife to Baltimore Federal Savings and Loan Association, dated December 2nd, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1714 folio 249 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUES., OCT. 27th, 1964
AT
3:10 P.M.

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, in Saronville, near Mountain Road, at Jacobsville Lake Shore area, and described as follows:

BEING known and designated as Lot No. 33 as shown on the Plat entitled "Second Revision Sharonville" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 31, the improvements whereon are now known as No. 301 Sharon Drive.

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

Subject to any restrictive covenants, and—or Utility Agreements, of record, affecting the property

The improvements consist of a split level type, frame dwelling, containing 6 rooms, 1½ baths, forced warm air oil fired heat, and car port

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

WALTER S. CALWELL
Attorney Named in Mortgage
E.T. NEWELL & CO., INC.
Auctioneer O-22

BOOK 158 PAGE 413

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Ten Thousand ($10,000.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of October, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

CLARA M. LINK
NOTARY PUBLIC
BALTIMORE, MD.

ORDER NISI

BOOK 158 PAGE 414

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

LEO G. OUTEN AND
ANNA B. OUTEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,642 Equity

Ordered, this 29th day of October, 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 7th 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 7th day of December next.

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

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Attorney
(Final Order)

TEST: Clerk.
FOR: The Maryland Gazette (Nov. 5th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

LEO G. OUTEN AND
ANNA B. OUTEN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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 Brian Duckett
JUDGE.

FILED
1964 DEC -8 PM 2:09

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,642 Equity
WALTER S. CALWELL,
Attorney Named in Mortgage
versus
LEO G. OUTEN and
ANNA B. OUTEN, his wife

Ordered, this 29th day of October, 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 7th 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 7th day of December next.

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

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

N-23

FILED

1964 NOV 30 PM 4:04

No. M.G. 33349

13

OF E OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 415

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,642

Leo G. Outen

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 December, 1964. The first insertion being made the 5th day of November, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 158 PAGE 416

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

LEO G. OUTEN, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,642 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 DEC 17 PM 1:15

FINAL ORDER

ORDERED BY THE COURT, this 5th day of January, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: Alice Jankowski, deputy

FILED

1965 JAN -5 AM 10: 39

14

Dr. Mortgaged Real Estate of Leo G. Outen and
Anna B. Outen, his wife

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

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			10,000	00		
By	Interest 6% on deferred payment,						
	$9,500.00 from 10/27/64 to 12/9/64			70	00		
By	Adjustment, taxes from 10/27/64 to 12/31/64			40	85		
						10,110	85
To	Attorney for fee, viz	125	00				
To	Attorney for commission, viz	330	00				
				455	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	78	00				
	New Amsterdam Casualty Co. - bond	57	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	50				
				171	50		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim						
	filed	9,411	35				
				9,411	35		
						10,110	85
	Balance due on mortgage as per claim filed	14,132	56				
	Interest 5¼% on principal balance						
	$13,866.63 from 9/12/64 to 1/4/65	228	44				
		14,361	00				
	Credit amount allowed above	9,411	35				
	This amount subject to decree in personam	4,949	65				

BOOK 158 PAGE 418

In the Matter of the	:	No. 16,519 Equity
Mortgaged Real Estate	:	In the Circuit Court
of John A. Huntt and	:	for
Rose Mary Huntt, his wife	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED

1964 AUG 11 AM 9:24

MORTGAGE FEE—CITY OR COUNTY—Form 16.

BOOK 1486 PAGE 209

BOOK 158 PAGE 419

Second Purchase Money

THIS MORTGAGE, Made this 22nd day of June

in the year nineteen hundred and sixty-one by and between JOHN A. HUNTT and ROSE MARY HUNTT, his wife

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and CHARLES E. BARNES and RUTH S. BARNES, his wife, Mortgagees, of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagees in the full and just sum of THREE THOUSAND DOLLARS ($3,000.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for said sum, payable five years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the said Mortgagors shall pay the monthly sum of THIRTY DOLLARS ($30.00) including interest at the rate aforesaid on the unpaid balance; the first of said payments being due and payable on or before the 22nd day of July 1961; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors 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 amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the said Mortgagors by deed recorded prior hereto.

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

do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Seventh Election District, the County aforesaid, and described as follows, to wit:—~~Beginning for~~

KNOWN AND DESIGNATED as Lot No. 2 on a Plat of Chalk Point on West River, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 23.

BEING the same property conveyed unto the within-named Mortgagors by the within-named Mortgagees by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto.

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2

The Mortgagors, their heirs, personal representatives or assigns, covenant with the Mortgagees, their heirs or assigns, to repay the indebtedness together with interest, as herein provided and further covenant that the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided.

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

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

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Three Thousand ----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assigns, or Wm. W. Townshend, Jr. duly authorized Attorney or Agent

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

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Three Thousand ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Dorina F. Schulz

John A. Huntt [SEAL]

Rose Mary Huntt [SEAL]

[SEAL]

Rec'd for record June 27, 1961 at 2:30 P.M.
Mailed to William W. Townshend Jr.

State of Maryland, Montgomery County, ss: BOOK 158 PAGE 422 BOOK 1486 PAGE 212

I Hereby Certify, that on this 22nd day of June in the year one thousand nine hundred and sixty-one before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John A. Huntt and Rose Mary Huntt, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Charles E. Barnes and Ruth S. Barnes, his wife and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS my hand and Notarial seal.

My commission expires: May 6, 1963

Dorina F. Schulz, Notary Public
As to John A. Huntt and Rose Mary Huntt only

8.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber G T C No. 1486 folio 209 one of the Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 6TH day of JUNE A. D., 1964

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

5

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
John A. Huntt and Rose	:	for
Mary Huntt, his wife	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from John A. Huntt and Rose Mary Huntt, his wife, to Charles E. Barnes and Ruth S. Barnes, his wife, dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 209.	$3,000.00
Total amount paid on account of principal.	484.81
	$2,515.19
Plus interest to July 22, 1964	88.18
Amount of Mortgage Indebtedness	$2,603.37

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

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1964 AUG 11 AM 9:24

6

AFFIDAVIT OF NON-MILITARY SERVICE

BOOK 158 PAGE 424

In the Matter of the Mortgaged Real Estate of John A. Huntt and Rose Mary Huntt, 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, personally appeared William W. Townshend, Jr., Attorney named in Mortgage from John A. Huntt and Rose Mary Huntt, his wife, to Charles E. Barnes and Ruth S. Barnes, his wife, 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.)

John A. Huntt and Rose Mary Huntt, 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 10th day of August, 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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1964 AUG 11 AM 9:24

7

BOOK 158 PAGE 425

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 John A. Huntt and Rose Mary Huntt, his wife, dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 209, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, SEPTEMBER 9, 1964

at 10:00 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,

KNOWN AND DESIGNATED as Lot No. 2 on a Plat of Chalk Point on West River, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 23.

BEING the same property conveyed unto John A. Huntt and Rose Mary Huntt, his wife, by Charles E. Barnes and Ruth S. Barnes, his wife, by deed dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 202.

The above described property is being sold subject to a first mortgage in favor of Loyola Federal Savings and Loan Association as recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 204, the balance of which will be announced on date of sale.

The above property is improved by a frame dwelling with

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1964 AUG 11 AM 9:24

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 - August 13th, 20th, 27th, and
September 3rd, 1964.

Please send twenty-five handbills.

9

22056 B

BOOK 158 PAGE 427

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 12 PAGE 488

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

ROYAL-GLOBE INSURANCE

Bond No. 449758

Equity #16,519

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, **William W. Townshend, Jr.** as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of **Four Thousand and 00/100 Dollars ($4,000.00)** - - - - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this **18th** day of **August**, 19 **64**.

WHEREAS by virtue of a power of sale contained in a Mortgage from **John A. Huntt and Rose Mary Huntt to Charles E. Barnes and Ruth S. Barnes** bearing date on or about the **22nd** day of **June**, 19 **61**, the said **William W. Townshend, Jr.** is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said **William W. Townshend, Jr.** is about to execute said Power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

WITNESS:

Ethel M. Carle

William W. Townshend, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 24th day of August, 1964

Louis M. Phipps, Clerk

FILED

1964 AUG 26 PM 3:59

10

WILLIAM W. TOWNS[illegible]ND, Jr.
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 John A. Huntt and Rose Mary Huntt, his wife, dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 209, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WED., SEPT. 9, 1964 AT 10:00 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,

KNOWN AND DESIGNATED as Lot No. 2 on a Plat of Chalk Point on West River, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 23.

BEING the same property conveyed unto John A. Huntt and Rose Mary Huntt, his wife, by Charles E. Barnes and Ruth S. Barnes, his wife, by deed dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 202.

The above described property is being sold subject to a first mortgage in favor of Loyola Federal Savings and Loan Association as recorded among the land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 204, the balance of which will be announced on date of sale.

The above property is improved by a 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

No. M

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 428

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1964

We hereby certify, that the annexed

Attorney's Sale
No. 16,519 Equity
John A. Huntt

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.

FILED

1964 SEP 8 PM 3:28

BOOK 158 PAGE 429

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. BOOK 12 PAGE 516

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

ROYAL-GLOBE INSURANCE

Equity #16,519

Bond No. 449778

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, 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 Three Thousand One Hundred Fifty and 00/100 Dollars ($3,150.00), 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 9th day of September, 1964.

WHEREAS by virtue of a power of sale contained in a Mortgage from John A. Huntt and Rose Mary Huntt, his wife, bearing date on or about June 22, 1961, the said William W. Townshend, Jr. was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH; that if the above bounden, William W. Townshend, Jr. 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.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

William W. Townshend, Jr. (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 10th day of September, 1964
Louis N. Phipps Clerk

FILED
1964 SEP 10 AM 10 15

ROBERT H. CAMPBELL - - - - Auctioneer

WILLIAM W. TOWNSHEND, JR., ATTORNEY
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEYS' SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from John A. Huntt and Rose Mary Huntt, his wife, dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 209, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

WEDNESDAY, SEPTEMBER 9, 1964

at 10:00 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,

KNOWN AND DESIGNATED as Lot No. 2 on a Plat of Chalk Point on West River, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 23.

BEING the same property conveyed unto John A. Huntt and Rose Mary Huntt, his wife, by Charles E. Barnes and Ruth S. Barnes, his wife, by deed dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 202.

The above described property is being sold subject to a first mortgage in favor of Loyola Federal Savings and Loan Association as recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 204, the balance of which will be announced on date of sale.

The above property is improved by a 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 10 PM 12: 18

BOOK 158 PAGE 431

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 Charles L. Woodfield at and for the sum of SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS ($7,150.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

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 ONE HUNDRED FIFTY DOLLARS ($7,150.00)
and I/we hereby agree to comply with the terms of sale.

Charles L. Woodfield

FILED
1964 SEP 10 PM 12: 18

BOOK 158 PAGE 432

In the Matter of the	: No. 16,519	Equity
Mortgaged Real Estate of	: In the Circuit Court	
John A. Huntt and Rose	: for	
Mary Huntt, 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 Charles L. Woodfield,
the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) he was not acting as Agents for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) he 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:

Charles L. Woodfield (SEAL)
Charles L. Woodfield

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

Filed Sept 10, 1964

15

BOOK 158 PAGE 433

In the Matter of the	:	No. 16,519 Equity
Mortgaged Real Estate of	:	In the Circuit Court
John A. Huntt and Rose	:	for
Mary Huntt, 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 John A. Huntt and Rose Mary Huntt, his wife, dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 209, 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 10:00 o'clock A.M., and then and there sold the said property to Charles L. Woodfield at and for the sum of $7,150.00, 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,

KNOWN AND DESIGNATED as Lot No. 2 on a Plat of Chalk Point on West River, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book 15, Folio 23.

BEING the same property conveyed unto John A. Huntt and Rose

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16

Mary Huntt, his wife, by deed dated June 22nd, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486, Folio 202.

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 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 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

17

ORDER NISI

In the Matter of the Mortgaged
Real Estate of John A. Huntt and
Rose Mary Huntt, his wife
~~versus~~

BOOK 158 PAGE 435

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,519 Equity

Ordered, this 10th 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 $ 7,150.00.

Louis V. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr. Atty For the Maryland Gazette (Sept. 17th Edition)
(Final Order)

In the Matter of the Mortgaged
Real Estate of John A. Huntt and
Rose Mary Huntt, 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.

V. Bowen Duckett
JUDGE.

FILED
1964 OCT 20 PM 12: 19

18

Order, Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,519 Equity
In the Matter of the Mortgaged
Real Estate of
JOHN A. HUNTT and
ROSE MARY HUNTT, his wife

Ordered, this 10th 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 $7,150.00.

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 158 PAGE 436

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,519
John A. Huntt

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.

FILED

1964 OCT 13 PM 2:18

THE CAPITAL-GAZETTE PRESS, INC.

By H. Feighman

No. M. G. 9386

19

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

JOHN A. HUNTT, et ux

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,519 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.

FILED
1964 DEC -1 PM 2:25

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

20

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN A. HUNTT, et ux

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

						Cr.	
	1964 , September 9,						
	Proceeds of Sale	7,150	00				
	Interest on deferred payment of $6,400.00 from						
	9/9/64 to 11/24/64	80	05	7,230	05		
	Refund 1964 taxes - 9/9/64 to 12/31/64	81	84	81	84		
						7,311	89
	To Attorney for fee, viz:	100	00				
	To Attorney for commissions, viz:	246	90	346	90		
	To Attorney for Court Costs, viz:						
	Plaintiffs solicitors appearance fee	10	00				
	Clerk of Court - Court costs	33	50				
	Auditor - stating this account	30	00	73	50		
	To Attorney for expenses, viz:						
	Capital Gazette Press - advertising sale	82	24				
	Capital Gazette Press - Order nisi, sale	15	00				
	Speer Publications - handbills	17	00				
	Robert H. Campbell - auctioneers fee	60	00				
	Globe Indemnity Company - Bond premium	29	00				
	One-half cost documentary stamps	12	37				
	Dorothy P. McNew - notary fees	1	50	217	11		
	To Charles E. Barnes & Ruth S. Barnes, his wife,						
	Mortgage Claim in full as filed	2,603	37				
	Interest on principal balance of $2,515.19 from						
	7/22/64 to 12/15/64 - 146 days @ 6%	60	36	2,663	73		

To Charles L. Woodfield in full Third Deed of						
Trust note claim as filed	3,825.58					
Interest on principal balance of $3,732.28 from						
9/20/64 to 12/15/64 - 86 days @ 6%	52	86	3,878	44		
To John A. Huntt and Rose Mary Huntt, his wife,						
this surplus	132	21	132	21		
					7,311	89

22

BOOK 158 PAGE 440

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
SALVITORE A. BUCOLO AND	:	ANNE ARUNDEL COUNTY
ELENORA D. BUCOLO, HIS WIFE	:	NO. 16,639 EQUITY
	:	

MR. CLERK:

PLEASE DOCKET THIS CASE, FILE THE CERTIFIED COPY OF MORTGAGE, STATEMENT OF MORTGAGE DEBT AND MILITARY AFFIDAVIT.

Samuel M. Ivrey

SAMUEL M. IVREY,
ATTORNEY NAMED IN THE MORTGAGE

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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Form No. 1—County Fee

BOOK 158 PAGE 441
BOOK 1722 PAGE 529 No. 16,639 Equity

This Mortgage, made this 3RD day of JANUARY, in the year one thousand nine hundred and SIXTY-FOUR, between SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagor (s), and Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE the sum of ELEVEN THOUSAND EIGHT HUNDRED AND NO/100————————($11,800.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 4 % per annum, in the manner following:

By the payment of INTEREST ONLY IN THE AMOUNT OF $39.34, MORTGAGE DUE AND PAYABLE IN FULL SIX (6) MONTHS FROM DATE HEREOF. dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all THOSE lot s, piece s, or parcel s of ground situate, lying and being in the FIRST election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THOSE LOTS OF GROUND SITUATE IN ANNE ARUNDEL COUNTY, BEING LOTS NOS. 1077, 1078, 1079, 1080, AND 1081, MAP OF WOODLAND BEACH, SHEET NO. 1, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK FSR 3, FOLIO 20, NOW PLAT BOOK 8, FOLIO 8.

BEING THE SAME PROPERTY CONVEYED TO THE WITHIN NAMED MORTGAGORS, SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE, BY DEED FROM LYDIA BRUNNABENO, UNMARRIED, DATED DECEMBER 17, 1963, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER LNP 1720, FOLIO 71.

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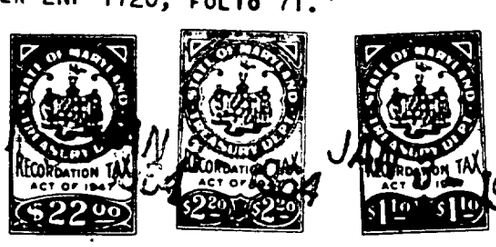
1964 OCT -2 PM 4:25



JAN 3 1964

25.30

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

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

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

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

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

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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) SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE for THEMSELVES, THEIR heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 4 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

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

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

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

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

WITNESS:

Samuel M. Ivrey
SAMUEL M. IVREY

Salvitore A. Bucolo (SEAL)
SALVITORE A. BUCOLO

(SEAL)

Elenora D. Bucolo (SEAL)
ELENORA D. BUCOLO

(SEAL)

4

BOOK 158 PAGE 444 BOOK 1722 PAGE 532

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3RD day of JANUARY in the year one thousand nine hundred and SIXTY-FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

10.00 Samuel M. Ivrey

SAMUEL M. IVREY, Notary Public.

My commission expires on

MAY 3, 19 65

Rec'd for record Jan 3 1964 at 2:05 P.M.
Mailed to Samuel M. Ivrey

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Mortgage is truly taken and copied from Liber L. N. P. No 1722 folio 529 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 2nd day of October A. D., 1964.

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

5

BOOK 158 PAGE 445

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
SALVITORE A. BUCOLO AND	:	ANNE ARUNDEL COUNTY
ELENORA D. BUCOLO, HIS WIFE	:	NO. 16,639 EQUITY
	:	

STATEMENT OF MORTGAGE DEBT

STATEMENT OF THE MORTGAGE CLAIM OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND (FORMERLY ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND), UNDER MORTGAGE TO THE SAID ASSOCIATION FROM SALVITORE A. BUCOLO AND ELENORA D. BUCOLO, HIS WIFE, SAID MORTGAGE DATED JANUARY 3, 1964, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER LNP 1722, FOLIO 529; SAID MORTGAGE BEING IN DEFAULT:

BALANCE DUE ON PRINCIPAL TO SEPTEMBER 30, 1964	$7,059.30
INTEREST TO OCTOBER 26, 1964	30.68
TOTAL	$7,089.98

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 2ND. DAY OF OCTIBER, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED R. GARDINER CHANEY, PRESIDENT OF ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, AND MADE OATH IN DUE FORM OF LAW THAT THE AFOREGOING IS A TRUE STATEMENT OF THE AMOUNT REMAINING DUE ON ITS MORTGAGE CLAIM DESCRIBED HEREIN, AND THAT IT HAS NOT RECEIVED ANY SECURITY OR ANY SATISFACTION THEREFOR OTHER THAN THE DEED OF MORTGAGE IN SAID STATEMENT MENTIONED.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Samuel M. Ivrey

SAMUEL M. IVREY, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

MY COMMISSION EXPIRES:

MAY 3, 1965

FILED
1964 OCT -2 PM 4:18

MILITARY AFFIDAVIT UNDER SOLDIERS AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
SALVITORE A. DUCOLO AND ELENORA D. BUCOLO, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	NO. 16139 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF SAID STATE, IN AND FOR SAID COUNTY, PERSONALLY APPEARED SAMUEL M. IVREY, SECRETARY OF THE ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION, AND MADE OATH IN DUE FORM OF LAW THAT HE KNOWS THE DEFENDANTS HEREIN, AND THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF:

1. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF THE UNITED STATES.

2. SAID DEFENDANTS ARE NOT IN THE MILITARY SERVICE OF ANY NATION ALLIED WITH THE UNITED STATES.

3. SAID DEFENDANTS HAVE NOT BEEN ORDERED TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940 AS AMENDED.

4. SAID DEFENDANTS ARE NOT MEMBERS OF THE ENLISTED RESERVE CORPS WHO HAVE BEEN ORDERED TO REPORT FOR MILITARY SERVICE.

Samuel M. Ivrey

SAMUEL M. IVREY, AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME,

THIS 2nd DAY OF OCTOBER, 1964.

Melissa L. Cullen

MELISSA L. CULLEN, NOTARY PUBLIC

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1964 OCT -2 PM 4:18

7

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 158 PAGE 447 BOOK 12 PAGE 560

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

ROYAL-GLOBE INSURANCE

Bond No. 449832

Equity #16,639

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand One Hundred and 00/100 Dollars ($7,100.00) - - - - - - 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 26 day of October, 19 64.

WHEREAS by virtue of a power of sale contained in a Mortgage from Salvitore A. Bucolo and Elenora D. Bucolo, h/w bearing date on or about the 3rd day of January, 19 64, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said Power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-Fact
SURETY

Bond approved this 26th day of October, 1964

Clerk

FILED
1964 OCT 26 AM 10:47

Attorney's Sale

— OF VALUABLE — IMPROVED REAL ESTATE

Fairhill Drive

Lots Nos. 1077, 1078, 1079, 1080 and 1081

Woodland Beach

First Election District

Anne Arundel County

State of Maryland

Under and by virtue of the power of sale contained in the mortgage from Salvitore A. Bucolo and Elenora D. Bucolo, his wife, said Mortgage dated January 3, 1964, and recorded among the Land Records of Anne Arundel County in Liber LNP 1722, folio 529, the undersigned, as attorney named in the Mortgage to foreclose in the event of default, default having occurred will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

MON., OCT. 26, 1964 AT 11:15 O'CLOCK A.M.

ALL THOSE LOTS OF GROUND situate in Anne Arundel County, being lots Nos. 1077 1078, 1079, 1080 and 1081, Map of Woodland Beach, Sheet No. 1, Recorded among the Plat Records of Anne Arundel County in Plat Book FSR 3, folio 20, now Plat Book 8, folio 8.

BEING the same property conveyed to the within named Mortgagors, Salvitore A. Bucolo and Elenora D. Bucolo, his wife by deed from Lydia Brunnabend, unmarried, dated December 17, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1720, folio 71.

No. E

9

THE SAID PROPERTY being improved by a frame dwelling consisting of six rooms and also a garage and breezeway. THESE IMPROVEMENTS ARE PARTIALLY COMPLETED — APPROXIMATELY 40 per cent.

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

SAMUEL M. IVREY
Attorney Named in the Mortgage
144 Duke of Gloucester St.
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer

O-24

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 448

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 24, 1964

We hereby certify, that the annexed Attorney's Sale

No. 16,639 Equity

Salvitore A. Bucolo

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of October, 1964. The first insertion being made the 3rd day of October, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 OCT 26 PM 1:32

By H. Feighman

ROBERT H. CAMPBELL - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

Fairhill Drive
Lots Nos. 1077, 1078, 1079, 1080 and 1081
Woodland Beach
First Election District
Anne Arundel County
State of Maryland

Under and by virtue of the power of sale contained in the mortgage from Salvitore A. Bucolo and Elenora D. Bucolo, his wife, said mortgage dated January 3, 1964, and recorded among the land records of Anne Arundel County in Liber LNP 1722, folio 529, the undersigned, as attorney named in the mortgage to foreclose in the event of default, default having occurred, will offer for sale at public auction at the **COURT HOUSE DOOR**, Annapolis, Maryland, on

MONDAY, OCTOBER 26, 1964

AT 11:00 O'CLOCK A.M.

ALL THOSE LOTS OF GROUND situate in Anne Arundel County, being Lots Nos. 1077, 1078, 1079, 1080 and 1081, Map of Woodland Beach, Sheet No. 1, recorded among the Plat Records of Anne Arundel County in Plat Book FSR 3, Folio 20, now Plat Book 8, Folio 8.

BEING the same property conveyed to the within named mortgagors, Salvitor A. Bucolo and Elenora D. Bucolo, his wife, by deed from Lydia Brunnabend, unmarried, dated December 17, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1720, Folio 71.

THE SAID PROPERTY being improved by a frame dwelling consisting of six rooms and bath and also a garage and breezeway. **THESE IMPROVEMENTS ARE PARTIALLY COMPLETED —APPROXIMATELY 40%.**

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

Samuel M. Ivrey,
Attorney Named in the Mortgage,
144 Duke of Gloucester Street,
Annapolis, Maryland

FILED
1964 OCT 29 PM 2:12

AGREEMENT
AND
AFFIDAVIT BY PURCHASER

BOOK 158 PAGE 450

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 26TH DAY OF OCTOBER 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED BEN D. COWLEY [redacted] WHO FIRST BEING DULY SWORN, MADE OATH IN DUE FORM OF LAW AS FOLLOWS:

1. THAT HE/THEY/IT PURCHASED THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF, AT AND FOR THE SUM OF $3,000.00, A DEPOSIT OF $300.00 MADE AT THE TIME AND PLACE OF SALE, AND AGREE TO COMPLY WITH THE TERMS OF SALE AS SET FORTH IN THE ADVERTISEMENT OF SALE AND HANDBILL.

2. THAT HE/~~XHEXXXX~~ IS NOT ACTING AS AGENT FOR ANYONE.

3. THAT THERE ARE NO OTHER PERSONS WHO ARE INTERESTED AS PRINCIPALS.

4. THAT THE PURCHASER HAS NOT DIRECTLY OR INDIRECTLY DISCOURAGED ANYONE FROM BIDDING FOR THE SAID PROPERTY.

WITNESS:

Benjamin Whitelaw Jr. — Ben D. Cowley (SEAL)

Benjamin Whitelaw Jr. (SEAL)

Robert H. Campbell

ROBERT H. CAMPBELL, AUCTIONEER

FILED
1964 OCT 29 PM 2:12

11

BOOK 158 PAGE 451

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
SALVITORE A. BUCOLO AND	:	ANNE ARUNDEL COUNTY
ELENORA D. BUCOLO, HIS WIFE	:	NO. 16,639 EQUITY
	:	

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SAMUEL M. IVREY, ATTORNEY AUTHORIZED TO MAKE SALE, IN THE EVENT OF DEFAULT, OF THE PROPERTY OESCRIBED IN THE MORTGAGE FILED IN THESE PROCEEDINGS, RESPECTFULLY SHOWS:

THAT THE SAID MORTGAGE, BEING IN DEFAULT, HAVING GIVEN BDND WITH SURETY, WHICH WAS DULY APPRDVEO, AND HAVING GIVEN 20 DAYS NDTICE DF TIME, PLACE, MANNER AND TERMS OF SALE BY AOVERTISEMENT IN THE EVENING CAPITAL, A NEWSPAPER PRINTED AND PUBLISHEO IN ANNE ARUNDEL COUNTY, DID, PURSUANT TO SAID NDTICE OF SALE, AT THE COURTHOUSE DOOR, IN THE CITY OF ANNAPDLIS, MARYLAND, ON MONDAY, OCTOBER 26, 1964, AT 11:00 O'CLOCK A.M., THE TIME AND PLACE MENTIONED IN SAID ADVERTISEMENT, AND THEN AND THERE IN THE PRESENCE OF A NUMBER OF PERSONS, PRDCEED TO SELL AT PUBLIC SALE THE PROPERTY MENTIDNED IN THE SAID MORTGAGE, TO WIT:

ALL THOSE LOTS OF GROUND SITUATE IN ANNE ARUNDEL COUNTY, BEING LOTS NOS. 1077, 1078, 1079, 1080 AND 1081, MAP OF WOODLANO BEACH, SHEET NO. 1, RECOROEO AMONG THE PLAT RECOROS OF ANNE ARUNDEL COUNTY IN PLAT BOOK FSR 3, FDLIO 20, NDW PLAT BDOK 8, FDLIO 8.

BEING THE SAME PROPERTY CONVEYED TO THE WITHIN NAMEO MORTGAGORS, SALVITORE A. BUCOLO AND ELEANORA D. BUCOLO, HIS WIFE, BY DEED FRDM LYDIA BRUNNABEND, UNMARRIED, OATED DECEMBER 17, 1963, AND RECORDED AMONG THE LAND RECORDS DF ANNE ARUNDEL COUNTY IN LIBER LNP 1720, FOLIO 71.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

FILED
1964 OCT 29 PM 2:13

12

SAID PROPERTY BEING SOLD TO BEN D. CONLEY AT AND FOR THE SUM OF $3,000.00, HE BEING AT THAT PRICE THEN AND THERE, THE HIGHEST BIDDER THEREFOR.

THE SAID PURCHASER HAS AGREED TO COMPLY WITH THE TERMS OF SALE. THE AGREEMENT OF THE PURCHASER, CERTIFICATE OF THE AUCTIONEER AND REPORT OF SALE ARE FILED HEREWITH, ALL OF WHICH ARE RESPECTFULLY SUBMITTED.

AND AS IN DUTY BOUND, ETC.

Samuel M. Ivrey, atty.

SAMUEL M. IVREY, ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 28th DAY OF OCTOBER, 1964, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE COUNTY AFORESAID, PERSONALLY APPEARED SAMUEL M. IVREY, ATTORNEY NAMED IN THE MORTGAGE, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS STATED IN THE AFOREGOING REPORT OF SALE ARE TRUE, AS THEREIN SET FORTH, AND THAT THE SALE WAS FAIRLY MADE.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Melissa F. Cullen

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MAY 3, 1965

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF SALVITORE A. BUCOLO
AND ELENORA D. BUCOLO, HIS WIFE
versus

BOOK 158 PAGE 453

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,639 Equity

Ordered, this 29th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of December next.

The report states that the amount of sale was $ 3,000.00.

Louis N. Phipps Clerk.

True Copy,

Samuel M. Ivrey, Atty.
(Final Order)

TEST: Clerk.
For the Evening Capital(~~Nov.~~ Oct. 31st Edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF SALVITORE A. BUCOLO
AND ELENORA D. BUCOLO, HIS WIFE
versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd 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 -3 PM 3:37

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,639 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
SALVITORE A. BUCOLO and ELENORA D. BUCOLO, his wife

Ordered, this 29th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Samuel M. Ivrey, Attorney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of December next.

The report states that the amount of sale was $3,000.00.

LOUIS N. PHIPPS, Clerk.
True Copy, TEST:
LOUIS N. PHIPPS, Clerk.
N-21

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 454

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,639
Salvitore A. Bucolo

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of December, 1964. The first insertion being made the 31st day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 NOV 24 PM 1:24

No. E. C. 33344

15

BOOK 158 PAGE 455

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

SALVITORE A. BUCOLO and ELENORA D. BUCOLO, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,639 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 11 PM 3:17

All of which is respectfully submitted.

December 11, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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 29 AM 8:58

16

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SALVITORE A. BUCOLO and ELENORA D. BUCOLO, his wife,

In Acct. with SAMUEL M. IVREY, Attorney named in Mortgage

					Cr.	
1964, October 26,						
Proceeds of Sale	3,000	00				
Interest on deferred payment of $2,700.00 from						
10/26/64 to 12/7/64	18	45	3,018	45		
					3,018	45
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	120	00	220	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	84	00				
Capital Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Globe Indemnity Co. - bond premium	28	00				
Clerk of Court - certified copy of Mortgage	3	75				
One-half cost documentary stamps	4	95				
1964 taxes, adj. 1/1/64 to 10/26/64 (21.27)	17	62				
Melissa L. Cullen - notary fees	1	00	216	32		
To Annapolis Federal Savings & Loan Assn. this						
balance on account of claim filed	2,521	63	2,521	63		
					3,018	45

Amount of mortgage claim filed	7,089	98
Interest on principal balance of $7,059.30 from 10/26/64 to 12/27/64 - 62 days @ 4%	48	00
	7,137	98
Credit - amount allowed above	2,521	63
Balance subject to Decree in Personam	4,616	35

BOOK 158 PAGE 458

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF CATHERINE K.	*	FOR
ANDERSON, LIFE TENANT, COUPLED	*	ANNE ARUNDEL COUNTY
WITH POWERS.	*	NO. 16,600 EQUITY

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., Attorney
named in the Mortgage.
13 Crain Highway, S.W.
Glen Burnie, Maryland
SO 6-3770

FILED
1964 SEP 21 AM 9:17

BOOK 158 PAGE 459 BOOK 1630 PAGE 43

No. 16,600 E quity

PURCHASE MONEY

This Mortgage, Made this 4th day of January, 1963

by and between Catherine K. Anderson, Life Tenant, Coupled with powers,

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C as herein indicated, and being the holder of -103- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 10,300.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association, said sum having been used as part of the purchase price for the hereinafter described property.

~~WITNESSETH: That in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in~~

WITNESSETH: That in consideration of the premises, and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor, pursuant to and in exercise of the power and authority vested in her by Deed of even date herewith and inteneded to be recorded among the Land Records of Anne Arundel County immediately prior hereto; does hereby grant, convey, transfer and assign, the life estate as well as the remainder, unto the said Mortgagee, its successors and assigns, all those lots of ground being, lying and situate in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

BEING ALSO the same property which the said Mortgagor acquired from John Demyan, Jr., attorney named in the Mortgage, by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1964 SEP 21 AM 9:17

2

AND WHEREAS it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS this Mortgage shall also secure future advances as provided by Article 66, Section 2 of the Annotated Code of Maryland or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

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

AND the said MORTGAG .S, for themselves, their heirs, executors, a nistrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 51.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 51.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, it shall be also deemed a default under this mortgage if the Mortgagor shall sell, cease to own, transfer, or dispose of the within described property without written consent of the Mortgagee; and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not; and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Annotated Code of Maryland; and according to the Rules of the Court of Appeals affecting foreclosure of mortgages.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions; and according to Rules of Court of Appeals.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Kathryn M. Conbay
Kathryn M. Conbay

Catherine K. Anderson (SEAL)
Catherine K. Anderson, Life Tenant, Coupled with powers. (SEAL)
(SEAL)
(SEAL)

4

5

BOOK 158 PAGE 461 BOOK 1630 PAGE 46

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Catherine K. Anderson, Life Tenant, coupled with powers.

and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

10.00

Kathryn M. Conboy
Kathryn M. Conboy Notary Public.

Rec'd for record Jan 29, 1963 at 1:36 P.M.
Mailed to John Demyan, Jr.

PURCHASE MONEY

Mortgage

FROM

CATHERINE K. ANDERSON, Life Tenant, Coupled withpowers

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION

Of Anne Arundel County.

4155

MORTGAGE ACCOUNT NO.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1963 JAN 29 PM 1:36 & RECORDED IN LIBER LMP NO. 1630 FOLIO 43 LOUIS M. PHIPPS, CLERK

LAW OFFICE

10.00

JOHN DEMYAN, JR.
16 CRAIN HIGHWAY S.W.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

By

Secretary. President.

BOOK 158 PAGE 462

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF CATHERINE K.	*	FOR
ANDERSON, LIFE TENANT, COUPLED	*	ANNE ARUNDEL COUNTY
WITH POWERS.	*	NO. 16,600 EQUITY

****
STATEMENT OF CLAIM
****

Advanced to Mortgage Loan		$ 10,300.00
Interest from the 31st day of March, 1964, to the 31st day of October, 1964.	315.00	
Late fines from the 31st day of May, 1964, to the 31st day of October, 1964.	90.00	405.00
		10,705.00
Dues paid to date		1,300.00
Total amount due under Mortgage		$ 9,405.00

THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate,

by Fred W. Kuethe
Fred W. Kuethe, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of September 1964; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Joan M. McGowan
JOAN M. McGOWAN
Notary Public

FILED
1964 SEP 21 AM 9:17

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CATHERINE K. ANDERSON, LIFE TENANT, COUPLED WITH POWERS.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,600 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John Demyan, Jr.

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

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

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

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

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

John Demyan Jr.
Affiant

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

Joan M. McGowan
JOAN M. McGOWAN Notary Public

FILED
1964 SEP 21 AM 9:17

JOHN DEMYAN JR.
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S.W.
GLEN BURNIE, MARYLAND

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; new recorded in Plat Book 4, folio 15.

Property located at Herald Harbor, Second Election District of Anne Arundel County, Maryland.

UNDER and by virtue of a power of sale and authority contained in a Mortgage from Catherine K. Anderson, Life Tenant, Coupled with powers, dated January 4, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1630, folio 43 (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, at the Court House door, Annapolis, Maryland, on

WEDNESDAY OCTOBER 14, 1964 AT 2:00 O'CLOCK P.M.

All those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

No. 8

BEING KNOWN and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

BEING ALSO the same property which the said Mortgagor acquired from John Demyan, Jr., attorney named in the Mortgage, by Deed dated January 4, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1630, folio 40.

IMPROVEMENTS: Frame bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchase at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.
Robert H. Campbell
Auctioneer

O-8

OFFICE OF

Maryland Gazette

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

BOOK 158 PAGE 464

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed Mortgage Sale No. 16,600 Catherine K. Anderson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of October, 1964. The first insertion being made the 24th day of September, 1964.

FILED
1964 OCT 13 PM 2:17

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

22056 B

BOOK 158 PAGE 465 BOOK 12 PAGE 553

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

No. 16,600 Equity

Bond No. 429570

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand, Five Hundred Dollars, ($10,500.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of October, 1964.

WHEREAS, under and by virtue of the power and authority vested in the said John Demyan, Jr., as Attorney named in Mortgage for the purpose of foreclosure of a certain Mortgage recorded among Mortgage Records of Anne Arundel County, Maryland from Catherine K. Anderson, Life Tenant, to the Glen Burnie Savings and Loan Association, (the Mortgagor being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland, in Equity, Case #16,600.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded John Demyan, Jr., does and shall well and faithfully perform the trust reposed in him as Attorney to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Ann M. McGowan

(SEAL)
JOHN DEMYAN, JR.

ROYAL INDEMNITY COMPANY

BY: William Kuelthau

The above bond is this day of at o'clock .M. approved.

Clerk

Bond approved this 14th day of October, 1964
Louis N. Phipps, Clerk

FILED

1964 OCT 14 PM 12 51

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ROBERT H. CAMPBELL - - - - Auctioneer

John Demyan, Jr.
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

Property located at Herald Harbor, Second Election District of Anne Arundel County, Maryland.

UNDER and by virtue of a power of sale and authority contained in a Mortgage from Catherine K. Anderson, Life Tenant, coupled with powers, dated January 4, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1630, folio 43 (default having occurred thereunder), the undersigned, the Attorney Named in the Mortgage, will sell at public auction, at the Court House door, Annapolis, Maryland, on

WEDNESDAY, OCTOBER 14, 1964

AT 2 O'CLOCK P.M.

All those lots of ground, situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN and designated as Lots Nos. 8, 9, 10 and 11, in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

BEING ALSO the same property which the said Mortgagor acquired from John Demyan, Jr., Attorney Named in the Mortgage, by Deed dated January 4, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1630, folio 40.

IMPROVEMENTS: Frame bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

John Demyan, Jr.,
Attorney Named in the Mortgage.

FILED

1964 OCT 14 PM 2:21

BOOK 158 PAGE 467 AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of October, 1964; before me, the subscriber, a Notary Public of the State and County aforesaid personally appeared Fred.W.Kuethe, Agent for Glen Burnie Savings & Loan Association of Anne Arundel County, Maryland; a body corporate who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property described on reverse side hereof, at and for the sum of $ 5,000.00 ; a deposit of $ 750.00 made at the time and place of sale; and agree to comply with the terms of sale as set forth in the advertisement of sale and hand bill; said sale was fairly made.

2. That he is an agent acting for his principal. Glen Burnie Savings & Loan Assoc. of Anne Arundel County, a body corporate

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

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

WITNESS my hand and Notarial Seal.

WITNESS:

Robert H. Campbell, Auctioneer

Notary Public (SEAL)

GLEN BURNIE SAV. & LOAN ASSN.
Purchaser

Fred W. Kuethe
Purchaser

SELTY

ACCEPTED:

John Demyan, Jr., Attorney
named in the Mortgage

FILED

1964 OCT 14 PM 2:21

BOOK 158 PAGE 468

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF CATHERINE K.	*	FOR
ANDERSON, LIFE TENANT, COUPLED	*	ANNE ARUNDEL COUNTY
WITH POWERS.	*	NO. 16,600 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Catherine K. Anderson, Life Tenant, Coupled with powers, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated January 4, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1630, folio 43; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property described in said Mortgage at public auction, at the Court House door, Annapolis, Maryland, Wednesday, October 14, 1964, at 2:00 o'clock P.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate at and for the sum of Five Thousand - - - - - - - - - - - - - - - ($ 5,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground situate, lying and being in Herald Harbor, Second Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING KNOWN and designated as Lots Nos. 8, 9, 10 and 11,

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1964 OCT 14 PM 2:20

in Block 21, Section A, according to a Plat of Herald Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 32; now recorded in Plat Book 4, folio 15.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr., Attorney
named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 14th day of October 1964; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that said sale was fairly made to the highest bidder therefore.

WITNESS my hand and Notarial Seal.

Doris [illegible]
Notary Public

13

ORDER NISI

BOOK 158 PAGE 470

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF CATHERINE K.

ANDERSON, LIFE TENANT, COUPLED WITH POWERS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,600 Equity

Ordered, this 14th day of October, 19 64, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of 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 23rd day of November next.

The report states that the amount of sale was $ 5,000.00.

Louis N. Phipps Clerk.

True Copy,
John Demyan, Jr., Atty.

TEST: Clerk.
For the Maryland Gazette (Oct. 22nd Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF CATHERINE K. ANDERSON, LIFE TENANT, COUPLED WITH POWERS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th 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 25 AM 11:30

14

BOOK 158 PAGE 471 OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 18, 1964

We hereby certify, that the annexed

Order Nisi - No. 16,600 Equity
"Catherine K. Anderson"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of November, 1964. The first insertion being made the 22nd day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,600 Equity
In the Matter of the Mortgaged Real Estate of

CATHERINE K. ANDERSON, Life Tenant, coupled with powers

Ordered, this 14th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by John Demyan, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of 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 23rd day of November next.

The report state that the amount of sale was $5,000.00.

LOUIS N. PHIPPS, Clerk

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

FILED
1964 NOV 19 PM 2:11

No. M. G. 33386

15

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CATHERINE K. ANDERSON, Life Tenant, coupled with powers,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,600 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 7, 1964

John H. Hopkins, IV, Auditor.

FILED
1964 DEC -7 PM 2:50

FINAL ORDER

ORDERED BY THE COURT, this 23rd 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 23 PM 12:15

16

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CATHERINE K. ANDERSON, BOOK 158 PAGE 473
Life tenant, coupled with powers,

In Acct. with JOHN DEMYAN, JR., Attorney named in Mortgage

					Cr.	
1964, October 14,						
Proceeds of Sale	5,000	00				
Interest on deferred payment of $4,250.00 from 10/14/64 to 12/1/64	34	00	5,034	00		
					5,034	00
To Attorney for fee, viz:	50	00				
To Attorney for Commissions, viz:	181	02	231	02		
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	68	25				
Capital Gazette Press - Ordernisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	45	00				
Royal Indemnity Co. - bond premium	42	00				
One-half cost documentary stamps	8	25				
1964 taxes - 1/1/64 to 10/14/64 adj. (234.80)	183	96				
Doris L. Dunleavy - notary fee		50				
Joan M. McGowan - notary fees	1	00	381	99		
To The Glen Burnie Savings & Loan Assn: this balance on account of claim filed	4,360	49	4,360	49		
					5,034	00

Amount of Mortgage claim filed	9,405	00
Interest on principal balance of $9,405.00 from 10/31/64 to 12/23/64 - 53 days @ 6%	81	82
	9,486	82
Credit amount allowed above	4,360	49
Balance subject to Decree in Personam	5,126	33

BOOK 158 PAGE 475

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ALFRED DAVID YOUNG AND ERMA	*	ANNE ARUNDEL COUNTY
L. YOUNG, HIS WIFE	*	EQUITY NO. 16,654

* *

MR. CLERK:

Please docket the above entitled case, file the Statement of Mortgage Debt, Military Affidavit, original Mortgage and copy of advertisement.

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

FILED

1964 OCT -7 PM 3:48

COUNTY FORM BOOK 158 PAGE 476 BOOK 1723 PAGE 333

No. 16,654 Equity

This Mortgage,

Made this 7th day of January, in the year one thousand, nine hundred and sixty-four (1964), Between ALFRED DAVID YOUNG and ERMA L. YOUNG, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Seven Thousand Five Hundred ($7,500.00) Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment on or before the first day of each month from date hereof commencing on the first day of February, 1964.

(A) of the sum of Sixty-three and 29/100 ($63.29) Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of Eleven and 71/100 ($11.71) Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of fifteen years from the date hereof, said balance shall then become due and payable.

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

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

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

FILED 1964 OCT -7 PM 3:48

2

ALL THOSE lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 12, 13, 14 in Block 63, as shown on the Plat of Avalon Shores, Section D, made by Joseph N. Starkey, Civil Engineer, September 1938 and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 48.

BEING THE same property which was conveyed to the Mortgagors herein by First Federal Savings and Loan Association of Annapolis, a Federal Corporation, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

THE MORTGAGORS agree to pay a late charge not to exceed four per cent (4%) of any installment which is not paid within the month when said installment is due as specified in this Mortgage. Said late charge is to cover the extra expense involved in handling delinquent payments.

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

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said Mortgagee, its successors and assigns.

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

And the said Mortgagor s, 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 and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said mortgagee to pay six per cent (6%) interest for ninety days on that part of the aggregate amount of all repayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in A. Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hand s and seals of the said Mortgagor, s.

Witness:

Madolin Ross

Madolin Ross

Alfred David Young (SEAL)

Alfred David Young

(SEAL)

Erma L. Young (SEAL)

Erma L. Young

(SEAL)

BOOK 158 PAGE 478

BOOK 1723 PAGE 335

4

BOOK 158 PAGE 479

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit BOOK 1723 PAGE 336

I HEREBY CERTIFY that on this 7th day of January, 19 64 before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared ALFRED DAVID YOUNG and ERMA L. YOUNG, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

MADOLIN ROSS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

11.00 Madolin Ross

Madolin Ross Notary Public.

My commission expires: May 3, 1965.

Rec'd for record Jan 8 1964 at 3:00 P M.

Mailed to George E. Rullman

GEORGE W. SCIBLE . . . . . AUCTIONEER

PUBLIC SALE

OF VALUABLE

RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IN AVALON SHORES, IMPROVED BY A MASONRY DWELLING, CONTAINING FIVE ROOMS AND BATH, COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Alfred David Young and Erma L. Young, his wife, dated January 7, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, Folio 333, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

WEDNESDAY, NOVEMBER 4, 1964

AT 10:30 O'CLOCK, a.m.

the following described property, namely:

ALL THOSE lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 12, 13, and 14, in Block 63, as shown on the Plat of Avalon Shores, Section D, made by Joseph N. Starkey, Civil Engineer, September 1938 and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 48.

BEING THE same which was conveyed to Alfred David Young and Erma L. Young, his wife, by First Federal Savings and Loan Association of Annapolis, a Federal Corporation, by deed dated January 7, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, Folio 331.

FILED

1964 OCT -7 PM 3:48

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
Colonial 3-4433

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ALFRED DAVID YOUNG AND ERMA	*	ANNE ARUNDEL COUNTY
L. YOUNG, HIS WIFE	*	EQUITY NO. 16,656.

* *

MILITARY AFFIDAVIT

In complaince with Soldiers and Sailors Civil Relief Act of Congress, October 1940 and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition,

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

GEORGE E. RULLMAN, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

AFFIANT states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act, Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of Plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are now in the Military Service of the United States and that as a result of said investigation, Affiant has discovered and does hereby make oath that said defendants are not now in the Military Service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the Military Service but are employed as civilians and not subject to aforesaid.

George E. Rullman

George E. Rullman, Attorney and Agent, Affiant

SUBSCRIBED AND SWORN TO before me this 7th day of October, 1964.

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

FILED

1964 OCT -7 PM 3:48

BOOK 158 PAGE 483

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ALFRED DAVID YOUNG AND ERMA	*	ANNE ARUNDEL COUNTY
L. YOUNG, HIS WIFE	*	EQUITY NO. 16,456

* *

STATEMENT OF MORTGAGE DEBT

Original Principal Amount of Mortgage	$ 7,500.00
Less payments on account of principal	66.01-
Balance due on Principal	7,433.99
Add interest July thru October, 1964	149.80+
Total due on Mortgage	7,583.79
Less balance in Expense Account	54.69-
Total Mortgage Claim	$ 7,529.10

179.80
7379 80

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

I Hereby Certify that on this 7th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES S. VANSANT, JR., Secretary-Treasurer of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

My Comm. expires May 3, 1965.

FILED

1964 OCT -7 PM 3:48

F. 21733 1/55

BOOK 158 PAGE 484

MORTGAGEES OR ATTORNEYS BOND.

BOOK 12 PAGE 559

No. 16,656 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of October, in the year of our Lord 1964

WHEREAS, the above bounden GEORGE E. RULLMAN

by virtue of the power contained in a mortgage from Alfred David Young and Erma L. Young, his wife, to First Federal Savings and Loan Association of Annapolis bearing date the 7th day of January, 1964 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber L.N.P. No. 1723 Folio 333 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden GEORGE E. RULLMAN

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

IN TESTIMONY WHEREOF, the above bounden GEORGE E. RULLMAN

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch Attorney-in-fact

Rose M. Bausch Attorney-in-fact

As to Surety

Mary F. Whedbee

Mary F. Whedbee

FILED

1964 OCT 26 AM 10: 31

Bond approved this 26th day of October, 1964

Louis N. Phipps, Clerk

10

Public Sale
OF VALUABLE RESIDENCE PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IN AVALON SHORES, IMPROVED BY A MASONRY DWELLING, CONTAINING FIVE ROOMS AND BATH, COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Alfred David Young and Erma L. Young, his wife, dated January 7, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, Folio 333, the undersigned Attorney named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland on

WED., NOV. 4, 1964

AT 10:30 O'CLOCK A.M.

the following described property, namely:

ALL THOSE lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 12, 13, and 14, in Block 63, as shown on the Plat of Avalon Shores, Section D, made by Joseph N. Starkey, Civil Engineer, September 1938 and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 48.

BEING THE same which was conveyed to Alfred David Young and Erma L. Young, his wife by First Federal Savings and Loan Association of Annapolis, a Federal Corporation, by deed dated January 7, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, Folio 331.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.-00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMA N
Attorney named in Mortgage
140 South Street
Annapolis, Maryland
COlonial 3-4433

GEORGE W. SCIBLE,
Auctioneer

O-30

No. E 11

OFFI OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 485

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 31, 1964

We hereby certify, that the annexed

Public Sale

Alfred David Young

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1964 NOV -2 PM 2:47

GEORGE W. SCIBLE . . . . . Auctioneer

FILED
1964 NOV -5 AM 9:51

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IN AVALON SHORES, IMPROVED BY A MASONRY DWELLING, CONTAINING FIVE ROOMS AND BATH, COMPOSITION ROOF.

Under and by virtue of the power of sale contained in a Mortgage from Alfred David Young and Erma L. Young, his wife, dated January 7, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, Folio 333, the undersigned Attorney Named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

WEDNESDAY, NOVEMBER 4, 1964

AT 10:30 O'CLOCK, A.M.

the following described property, namely:

ALL THOSE lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 12, 13, and 14, in Block 63, as shown on the Plat of Avalon Shores, Section D, made by Joseph N. Starkey, Civil Engineer, September 1938 and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 48.

BEING the same which was conveyed to Alfred David Young and Erma L. Young, his wife, by First Federal Savings and Loan Association of Annapolis, a Federal Corporation, by deed dated January 7, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, Folio 331.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
140 South Street,
Annapolis, Maryland
COlonial 3-4433

I hereby certify that I, John M. Thomas, Vice President of First Federal Savings and Loan Association of Annapolis, bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis, Maryland, on Wednesday, November 4, 1964, at 10:30 a.m., at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), I then and there being the highest bidder thereof, in the name of First Federal Savings and Loan Association of Annapolis, and First Federal Savings and Loan Association of Annapolis agrees to comply with the terms of sale as expressed on the reverse side hereof.

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF ANNAPOLIS

By John M. Thomas
John M. Thomas, Vice President

I Hereby Certify that I, as auctioneer, did sell the property described on the reverse side hereof at Public Sale, on Wednesday, November 4, 1964, to John M. Thomas, as Vice President of First Federal Savings & Loan Association of Annapolis, at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), it then and there being the highest bidder therefor; and I further certify that the sale was fairly made.

George W. Scible, Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 4th day of November, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John M. Thomas, Vice President of First Federal Savings and Loan Association of Annapolis, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was acting as agent for First Federal Savings and Loan Association of Annapolis.

2. That no other person or corporation is interested in this purchase.

3. The he has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

John M. Thomas, Vice President,
First Federal Savings & Loan Assn. of Anna.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

FILED

1964 NOV -5 AM 9:51

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
ALFRED DAVID YOUNG AND ERMA	*	ANNE ARUNDEL COUNTY
L. YOUNG, HIS WIFE,	*	EQUITY NO. 16,656

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Alfred David Young and Erma L. Young, his wife, dated January 7, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, folio 333, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Wednesday, November 4, 1964, at 10:30 o'clock, a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis, a Federal Corporation, at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), it then and there being the highest bidder therefor, which property is described as follows:

ALL THOSE lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbers 12, 13 and 14 in Block 63, as shown on the Plat of Avalon Shores, Section D, made by Joseph N. Starkey,

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1964 NOV -5 AM 9:51

Civil Engineer, September 1938 and recorded among the Plat Records of Anne Arundel County in Plat Book 10, Page 48.

BEING the same property which was conveyed to Alfred David Young and Erma L. Young, his wife, by First Federal Savings and Loan Association of Annapolis, a Federal Corporation, by deed dated January 7, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723, folio 331.

AND the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

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

I Hereby Certify that on this 4th day of November, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALFRED DAVID YOUNG AND ERMA L. YOUNG, HIS WIFE

versus

BOOK 158 PAGE 490

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,656 Equity

Ordered, this 5th day of November, 1964, That the sale of the property in these proceedings mentioned made and reported by ~~George E. Rullman, Attorney named in Mortgage~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of December next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty. For the Evening Capital(Nov. 7th Edition)
(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALFRED DAVID YOUNG AND ERMA L. YOUNG, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10 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 10 PM 3:13

16.

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,656 EQUITY
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
ALFRED DAVID YOUNG AND ERMA L. YOUNG, HIS WIFE

Ordered, this 5th day of November, 1964, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of December next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
N-28

FILED
1964 NOV 30 PM 4:03
No. E. C. 33409

17

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 491

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 28, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,656
Alfred David Young

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of December, 1964. The first insertion being made the 7th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of BOOK 158 PAGE 492

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALFRED DAVID YOUNG AND ERMA L. YOUNG, HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,656 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 22 PM 12:01

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of January, 1965, 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. Phippe

Clerk

Per: Alice Jankauskas, deputy

FILED

1965 JAN -7 AM 11:29

18

19

Dr. Mortgaged Real Estate of Alfred David Young and Erma L. Young, his wife

In Acct. with George E. Rullman, Attorney Named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			6,500	00		
By	Interest 6% on deferred payment, $6,000.00 from 11/4/64 to 12/17/64			44	00		
By	Adjustment, taxes, from 11/4/64 to 12/31/64			30	80		
						6,574	80
To	Attorney, for fee, viz	100	00				
To	Attorney, for commission, viz	225	00				
				325	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney, for expenses						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	95	52				
	Speer Publications, Inc. - hand bills	17	00				
	National Surety Corp. - bond	32	00				
	George W. Scible, auctioneer's fee	35	00				
	½ Federal and State Revenue Stamps	10	72				
	Notary fees	2	00				
				192	24		
To	First Federal Savings & Loan Assoc. of Annapolis, Mortgagee on account of Mortgage claim	5,984	56				
				5,984	56		
						6,574	
	Balance due on mortgage as per claim filed	7,529	10				
	Interest 6% on principal balance $7,379.30 from 11/1/64 to 1/6/65	81	17				
		7,610	27				

Credit amount allowed above	5,984	56				
This amount subject to decree in personam	1,625	71				

20

BOOK 158 PAGE 495

A. DANNY BISOGNE 1716 Kilbourne Avenue Washington, D. C. Complainant	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED Defendants	:	No. 13,114 IN EQUITY

- : - : - : - : - : -

BILL OF COMPLAINT FOR SALE OF LAND IN LIEU OF PARTITION THEREOF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

A. Danny Bisogne, Complainant, by John S. Collins and Eliot Siskind, his attorneys, respectfully represents:

1. That your Orator, A. Danny Bisogne, is the owner of a four-fifths undivided interest in common with others of a parcel of land located in the Fourth Election District of Anne Arundel County, and being more particularly described as follows:

BEGINNING for the same in the center of the County road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to the said Susanna Bowie, by deed dated the 10th day of February, 1872, recorded among the Land Records of said County in Liber S.H. 6 at folio 364, and running thence with the center of said road, (1) North 51½° West five hundred feet; thence (2) North 28 3/4° East 697 feet to a stake; thence (3) South 51½° East 500 feet to the seventh line of the whole tract; thence with the said 7th line, (4) 28 3/4° West 697 feet, to the place of beginning, containing eight acres, more or less.

2. That your said Orator acquired his said interest in said land through the following conveyances:

a. Deed dated December 10, 1954, and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 892, folio 1, from Sylvia Owens Eccard and William G. Eccard, her husband, to A. Danny Bisogne.

b. Deed dated September 1955 and recorded among the Land

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Records of Anne Arundel County in Liber G.T.C.No. 965, folio 300, from Frank P. Owens and Edith Owens, his wife, unto A. Danny Bisogne.

c. Deed dated February 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1044, folio 61, from Gilbert H. Owens and Dorothea E. Owens, his wife, unto A. Danny Bisogne.

The aforesaid deeds comprising the 4/5ths interest in the parcel of land described above.

3. That by deed dated September 27, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 15, folio 488, one James H. Devlin acquired a one-fifth interest in common with Doris C. Devlin his wife, Sylvia Owens, Gilbert H. Owens, and Franklin Owens as tenants in common, and that by subsequent conveyances by Doris C. Devlin, Sylvia Owens, Gilbert H. Owens and Franklin Owens, the said James H. Devlin did not join therein leaving vested in him the one-fifth interest with others in common.

4. That your Orator, A. Danny Bisogne, is advised and believes that the said James H. Devlin was killed in an automobile accident on or about June 6, 1930, and that although your Orator has made a diligent search for survivors of James A. Devlin, deceased, he has been unable to locate them.

5. That your Orator, A. Danny Bisogne, since his acquisition to the land described herein, has paid the taxes thereon and expended other money on the said property to preserve it from being lost or sold at tax sale.

6. That your Orator, A. Danny Bisogne, is advised and believes that the said land described herein is not suitable of division in kind without material loss or injury and that your Orator is advised and believes the title to the land in question is not merchantable unless the land is sold at public or private sale pursuant to an order of this Honorable Court.

WHEREFORE your Orator prays this Honorable Court to: (1) Order and decree that the land described herein be sold at public or private sale, provided, however, that if sold at private sale the price shall be no less than the appraised value thereof.

(2) Appoint trustees for the purpose of making said sale and executing a deed therefor to the purchaser thereof.

(3) Pass an order requiring an accounting of the funds received from the sale of said land and monies expended by your Orator.

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

John S. Collins
22 Baltimore-Annapolis Blvd.,NE
Glen Burnie, Maryland
Southfield 6-1877

Eliot Siskind
12 Crain Highway, NW
Glen Burnie, Maryland
Southfield 6-3750

Attorneys for Plaintiff

A. Danny Bisogne, Plaintiff

3

A. DANNY BISOGNE 1716 Kilbourne Place, N.W. Washington, D. C., Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	No. 13,114
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	:	IN EQUITY

- : - : - : - : - : -

ORDER OF PUBLICATION

The object of this suit is to obtain a decree ordering the sale in lieu of partition of an 8-acre tract of land in the Fourth Election District of Anne Arundel County, of which one A. Danny Bisogne is 4/5ths owner, and James H. Devlin, deceased, was the owner of the remaining one-fifth interest.

The Bill of Complaint alleges that the Complainant owns a four-fifths undivided interest in common with others of the said 8-acre tract of land, and the bill also recites that the said James H. Devlin, now deceased, has a remaining one-fifth undivided interest in the said land, and that the said James H. Devlin was killed in an automobile accident on or about June 6, 1930, and that the Complainant has made a diligent search for the survivors of James H. Devlin but has been unable to locate them, that the Complainant has paid the taxes on the said property to preserve it from being sold at tax sale, and that the land is not suitable of division in kind without material loss or injury.

It is thereupon ORDERED this 4th day of March, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Complainant give notice to any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased, by causing a copy of this Order to be inserted in some newspaper

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published in Anne Arundel County, Maryland, once a week for four successive weeks before the 13th day of April, 1959, advising the defendants above named of the object and substance of the Bill and warning them to appear in this Court in person or by solicitor, on or before the 13th day of May, 1959, to show cause, if any they may have, why a decree should not be passed as prayed.

George T. Cromwell
Clerk

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
No. 13,114 In Equity

A. DANNY BISOGNE
1716 Kilbourne Place, N.W.
Washington, D. C.,
Complainant
vs.
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED,
Defendants

Order of Publication

The object of this suit is to obtain a decree ordering the sale in lieu of partition of an 8-acre tract of land in the Fourth Election District of Anne Arundel County, of which one A. Danny Bisogne is 4/5ths owner, and James H. Devlin, deceased, was the owner of the remaining one-fifth interest.

The Bill of Complaint alleges that the Complainant owns a four-fifths undivided interest in common with others of the said 8-acre tract of land, and the bill also recites that the said James H. Devlin, now deceased, has a remaining one-fifth undivided interest in the said land, and that the said James H.Devlin was killed in an automobile accident on or about June 6, 1930, and that the Complainant has made a diligent search for the survivors of James H. Devlin but has been unable to locate them, that the Complainant has paid the taxes on the said property to preserve it from being sold at tax sale, and that the land is not suitable of division in kind without material loss or injury.

It is thereupon ORDERED this 4th day of March, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Complainant give notice to any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel Count, Maryland, once a week for four successive weeks before the 13th day of April, 1959, advising the defendants above named of the object and substance of the Bill and warning them to appear in this Court in person or by solicitor, on or before the 13th day of May, 1959, to show cause, if any they may have, why a decree should not be passed as prayed.

GEORGE T. CROMWELL, Clerk
True Copy: TEST:
GEORGE T. CROMWELL, Clerk
A-4

OFF' ' OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 500

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1959

We hereby certify, that the annexed

Order of Publication
Eq. 13,114

A. Danny Bisogne

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of April, 1959. The first insertion being made the 12th day of March, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

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1959 APR -6 PM 3:32

By D. Tilghman

BOOK 158 PAGE 501

A. DANNY BISOGNE	:	IN THE CIRCUIT COURT
vs.	:	FOR
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 13,114

- : - : - : - : - : -

AFFIDAVIT OF NOTICE TO RESPONDENTS

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

Before me, personally appeared JOHN S. COLLINS, Attorney for plaintiff, who being by me first duly sworn upon his oath does depose and say:

That notice of the pending action was given to each of the respondents by inserting Order of Publication in the Maryland Gazette for four consecutive weeks, and that the Affiant further states he has made an investigation by personally talking to persons who had known the respondent, James H. Devlin, deceased, and was unable to determine the existence or whereabouts of said respondents.

John S. Collins
Attorney for A. Danny Bisogne,
Complainant

Subscribed and sworn to before me, this _____ day of May, 1959.

Notary Public

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1959 MAY 26 AM 9:29

A. DANNY BISOGNE	:	IN THE CIRCUIT COURT
vs.	:	FOR
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 13,114

- : - : - ; - : - : -

DECREE PRO CONFESSO

The Respondents, Any and All Unknown Heirs, Devisees and next of Kin of James H. Devlin, Deceased, after order of publication duly published, having failed to appear to the bill of complaint and answer same according to the command of the said order of publication.

IT IS THEREUPON, this 26th day of May 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby, taken pro confesso against said Respondents.

AND IT IS FURTHER ORDERED that leave is hereby granted to the complainants 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 respondents above set forth, who are known to the complainants, of the time and place of taking of testimony.

Matthew S. Evans
Judge

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1959 MAY 27 AM 9:45

8

BOOK 158 PAGE 503

A. DANNY BISOGNE 1716 Kilbourne Place, NW Washington, D. C., Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	:	No. 13,114

- : - : - : - : - : -

PETITION TO FILE AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of A. Danny Bisogne, by John S. Collins and Eliot Siskind, his attorneys, respectfully represents unto your Honor:

1. That on or about March 3, 1959, the Petitioner filed in this honorable court a bill of complaint for sale of land in lieu of partition thereof, naming therein any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased.

2. That subsequent to the filing of said bill of complaint the Petitioner has learned, through information contained on the death certificate of James H. Devlin, that he was survived by a widow, a Bessie Devlin, of 122½ Maple, North Little Rock, Arkansas, a non-resident of the State of Maryland.

3. That the Petitioner now wishes to name the said Bessie Devlin as an additional defendant in this case.

WHEREFORE the Petitioner prays this Honorable Court to pass an order allowing him to file an amended bill of complaint in the within cause so as to name Bessie Devlin as an additional defendant and to obtain service on the said Bessie Devlin, a non-resident of the State of Maryland, by order of publication.

John S. Collins
22 Baltimore-Annapolis Blvd.,NE
Glen Burnie, Maryland
Southfield 6-1877

Eliot Siskind
12 Crain Highway,NW,Glen Burnie,Md.
So. 6-3750
Attorneys for Plaintiff

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1959 AUG -6 PM 12:44

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A. DANNY BISOGNE, Complainant	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	:	IN EQUITY
	:	No. 13,114

- : - : - : - : - : -

O R D E R

Upon the foregoing Petition, it is this 7th day of Aug., 1959, by the Circuit Court for Anne Arundel County, ORDERED that the Plaintiff, A. Danny Bisogne, be and he is hereby authorized to file an amended bill of complaint in the within cause and have service upon the said Bessie Devlin, a non-resident of the State of Maryland, by order of publication.

Matthew P. Enoch
Judge

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1959 AUG 10 AM 9:52

A. DANNY BISOGNE 1716 Kilbourne Place, NW Washington, D. C., Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
BESSIE DEVLIN 122½ Maple North Little Rock, Arkansas	:	IN EQUITY
and	:	No. 13, 114
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	:	

- : - : - : - : - : -

AMENDED BILL OF COMPLAINT FOR SALE OF LAND IN LIEU OF PARTITION THEREOF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

A. Danny Bisogne, Complainant, by John S. Collins and Eliot Siskind, his attorneys, respectfully represents:

1. That your Orator, A. Danny Bisogne, is the owner of a four-fifths undivided interest in common with others of a parcel of land located in the Fourth Election District of Anne Arundel County, and being more particularly described as follows:

BEGINNING for the same in the center of the County road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to the said Susanna Bowie, by deed dated the 10th day of February, 1872, recorded among the Land Records of said County in Liber S.H. 6 at folio 364, and running thence with the center of said road, (1) North 51½° West five hundred feet; thence (2) North 28 3/4° East 697 feet to a stake; thence (3) South 51½° East 500 feet to the seventh line of the whole tract; thence with the said 7th line, (4) 28 3/4° West 697 feet, to the place of beginning, containing eight acres, more or less.

2. That your said Orator acquired his said interest in said land through the following conveyances:

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a. Deed dated December 10, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, folio 1, from Sylvia Owens Eccard and William G. Eccard, her husband, to A. Danny Bisogne.

b. Deed dated September 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 965, folio 300, from Frank P. Owens and Edith Owens, his wife, unto A. Danny Bisogne.

c. Deed dated February 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1044, folio 61, from Gilbert H. Owens and Dorothea E. Owens, his wife, unto A. Danny Bisogne.

The aforesaid deeds comprising the 4/5ths interest in the parcel of land described above.

3. That by deed dated September 27, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 15, folio 488, one James H. Devlin acquired a one-fifth interest in common with Doris C. Devlin, his wife, Sylvia Owens, Gilbert H. Owens, and Franklin Owens as tenants in common, and that by subsequent conveyances by Doris C. Devlin, Sylvia Owens, Gilbert H. Owens and Franklin Owens, the said James H. Devlin did not join therein leaving vested in him the one-fifth interest with others in common.

4. That the said James H. Devlin, deceased, died on June 5, 1930, in the town of Scotland, County of Van Buren, State of Arkansas, and that according to the information contained in the death certificate of James H. Devlin, he was survived by a widow, one Bessie Devlin, at 122½ Maple, North Little Rock, Arkansas, and that your Orator has made a diligent search for other survivors of the said James H. Devlin but has not been able to locate them.

5. That your Orator, A. Danny Bisogne, since his acquisition to the land described herein, has paid the taxes thereon and expended other money on the said property to preserve it from being lost or sold at tax sale.

6. That your Orator, A. Danny Bisogne, is advised and believes that the said land described herein is not suitable of division in kind without material loss or injury and that your Orator is advised and believes the title to the land in question is not merchantable unless the land is sold at public or private sale pursuant to an order of this Honorable Court.

WHEREFORE your Orator prays this Honorable Court to:

(1) Order and decree that the land described herein be sold at public or private sale, provided, however, that if sold at private sale the price shall be no less than the appraised value thereof.

(2) Appoint trustees for the purpose of making said sale and executing a deed therefor to the purchaser thereof.

(3) Pass an order requiring an accounting of the funds received from the sale of said land and monies expended by your Orator.

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

John S. Collins
22 Baltimore-Annapolis Blvd., NE
Glen Burnie, Maryland
Southfield 6-1877

Eliot Siskind
12 Crain Highway, NW
Glen Burnie, Maryland
Southfield 6-3750

Attorneys for Plaintiff

A. Danny Bisogne, Plaintiff

A. DANNY BISOGNE 1716 Kilbourne Place, NW Washington, D. C., Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
BESSIE DEVLIN 122½ Maple North Little Rock, Arkansas	:	IN EQUITY
and	:	No. 13,114
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	:	

- : - : - : - : - : -

ORDER OF PUBLICATION

The object of this suit is to obtain a decree ordering the sale in lieu of partition of an 8-acre tract of land in the Fourth Election District of Anne Arundel County, of which one A. Danny Bisogne, is 4/5ths owner, and James H. Devlin, deceased, was the owner of the remaining one-fifth interest.

The amended Bill of Complaint alleges that the Complainant owns a four-fifths undivided interest in common with others of the said 8-acre tract of land, and the bill also recites that the said James H. Devlin, now deceased, has a remaining one-fifth undivided interest in the said land, and that the said James H. Devlin died as a result of gunshot wounds on or about June 5, 1930, and that the said James H. Devlin was survived by his widow, Bessie Devlin, 122½ Maple, North Little Rock, Arkansas, and that the Plaintiff has made a diligent search for other survivors of the said James H. Devlin but has been unable to locate them, that the Complainant has paid the taxes on the said property to preserve it from being sold at tax sale, and that the land is not suitable of division in kind without material loss or injury.

It is thereupon ORDERED this 10th day of August 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Complainant give notice to Bessie Devlin and to

1959 AUG 10 PM 10:42

14

any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 14th day of September, 1959, advising the defendants above named of the object and substance of the Bill and warning them to appear in this Court in person or by solicitor, on or before the 16th day of October, 1959, to show cause, if any they may have, why a decree should not be passed as prayed.

George T. Crommelin, Clerk

In The Circuit Court
For
Anne Arundel County
In Equity No. 13,114

A. DANNY BISOGNE
1716 Kilbourne Place, NW
Washington, D.C.
Complainant

vs.

BESSIE DEVLIN
122½ Maple
North Little Rock, Arkansas
and
Any and all unknown heirs, devisees and next of kin of JAMES H. DEVLIN, Deceased
Defendants

Order of Publication

The object of this suit is to obtain a decree ordering the sale in lieu of partition of an 8-acre tract of land in the Fourth Election District of Anne Arundel County, of which one A. Danny Bisogne, is 4/5ths owner, and James H. Devlin, deceased, was the owner of the remaining one-fifth interest.

The amended Bill of Complaint alleges that the Complainant owns a four - fifths undivided interest in common with others of the said 8-acre tract of land, and the bill also recites that the said James H. Devlin, now deceased, has a remaining one-fifth undivided interest in the said land, and that the said James H. Devlin died as a result of gunshot wounds on or about June 5, 1930, and that the said James H. Devlin was survived by his widow, Bessie Delvin, 122½ Maple, North Little Rock, Arkansas, and that the Plaintiff has made a diligent search for other survivors of the said James H. Devlin but has been unable to locate them, that the Complainant has paid the taxes on the said property to preserve it from being sold at tax sale, and that the land is not suitable of division in kind without material loss or injury.

It is thereupon ORDERED this 10th day of August 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Complainant give notice to Bessie Devlin and to any and all unknown heirs, devisees and next of kin of James H. Delvin, deceased, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 14th day of September, 1959, advising the defendants above named of the object and substance of the Bill and warning them to appear in this Court in person or by solicitor, on or before the 16th day of October, 1959, to show cause, if any they may have, why a decree should not be passed as prayed.

16

GEORGE T. CROMWELL, Clerk
True Copy, TEST:
GEORGE T. CROMWELL, Clerk
S-3

OFF' ' OF

Maryland Gazette

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

BOOK 158 PAGE 510

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 9, 1959

We hereby certify, that the annexed
Order of Publication
Eq. 13,114

Bessie Devlin

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, 1959. The first insertion being made the 13th day of August, 1959.

THE CAPITAL-GAZETTE PRESS, INC.

1959 SEP 10 PM 1:

By H. Tidghman

BOOK 158 PAGE 511

A. DANNY BISOGNE	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BESSIE DEVLIN	:	
and	:	IN EQUITY
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	:	No. 13,114

- : - : - : - : - : -

Affidavit of Notice to Respondents

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

Before me, personally appeared JOHN S. COLLINS, Attorney for Plaintiff, who being by me first duly sworn upon his oath does depose and say:

That notice of the pending action was given to each of the respondents by inserting Order of Publication in the Maryland Gazette for four consecutive weeks, and that the Affiant further states he has made investigation by sending registered letters to the respondent, Bessie Devlin, at her last known address, which said letters were returned "unknown".

John S. Collins
Attorney for A. Danny Bisogne,
Complainant

Subscribed and sworn to before me, this 6th day of January, 1960.

Mary Harrison
Notary Public

1960 JAN -7 PM 2:30

A. DANNY BISOGNE

VS.

BESSIE DEVLIN et al

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

BOOK 158 PAGE 512

No. 13,114 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 7th day of January, 1960, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, A. DANNY BISOGNE

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.)

Bessie Devlin, in not believed to be a member of the military service of the United States of America for that the death certificate of her deceased husband, James H. Devlin, indicated that she was occupying a civilian address in North Little Rock, Arkansas. It is further believed that in view of the date of death and age of the said James H. Devlin, his widow would have been past the age required by the Military Service.

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this seventh day of January, 1960.

Notarial Seal

Mary Harrison
Notary Public

My Commission will expire on: May 1, 1961.

Filed,

BOOK 158 PAGE 513

A. DANNY BISOGNE	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
BESSIE DEVLIN	:	IN EQUITY
and	:	
		No. 13,114
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	:	

- : - : - : - : - : -

DECREE PRO CONFESSO

The Respondents, Bessie Devlin, and any and all unknown heirs, devisees and next of kin of James, H. Devlin, deceased, after order of publication duly published, having failed to appear to the bill of complaint and answer same according to the command of the said order of publication.

IT IS THEREUPON, this 11th day of January, 1960, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said bill of complaint be, and the same is hereby, taken pro confesso against said Respondents.

AND IT IS FURTHER ORDERED that leave is hereby granted to the complainants 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 respondents above set forth, who are known to the complainants, of the time and place of taking of testimony.

Matthew S. Crowe
Judge

A. DANNY BISOGNE	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	*	ANNE ARUNDEL COUNTY
	*	EQUITY #13,114
DEFENDANTS	*	

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

TESTIMONY ON BEHALF OF THE COMPLAINANT

JULY 15, 1964

Present:

John S. Collins, Solicitor for Complainant

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

Conchita D. Tuers, Court Reporter

Witnesses:

A. Danny Bisogne, pages 2 - 7

H. Warren Crawford, pages 8 - 10

Henry M. Bachman, pages 11 - 13

Eliot Siskind, pages 14 - 16

FILED

1964 AUG -6 PM 4: 12

MR. ROUSE: Exhibit #1 is a letter from the attorney for the Complaint to to the Defendant, Bessie Devlin at her last known address to which are attached the envelope in which the letter was sent showing it was returned "Addressee Unknown".

(LETTER, ENVELOPE AND RETURN RECEIPT FILED AND MARKED AS EXAMINER'S EXHIBIT #1)

MR. ROUSE: Exhibit #2 would be the death certificate of James H. Devlin.

(DEATH CERTIFICATE OF JAMES H. DEVLIN FILED AND MARKED AS EXAMINER'S EXHIBIT #2)

A. DANNY BISOGNE. a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Collins)

1 Mr. Bisogne, state your name and address, please?

A My name is A. Danny Bisogne and I reside at 207 Monterey Ave., Odenton, Maryland.

2 Mr. Bisogne, you are the complaint in this action for a partition sale or a sale in lieu of partition thereof, is that correct?

A That is right.

3 Andyou have alleged in your bill of complaint that you are the 4/5 owner of an undivided interest in common with others of a parcel of land located in Anne Arundel County in the Fourth Election District, is that correct?

A That is correct.

4 Is that land generally described in a deed dated September 27,

1919 by and between Susanne A. Bowie and Sylvia Owens, Gilbert Owens, Franklin Owens, Dora C. Devlin and James Devlin?

A Yes.

5 Is this a copy of that deed as you know it?

A That is correct.

(DEED DATED SEPTEMBER 27, 1919 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER W.N.W 15, FOLIO 488 FILED AND MARKED AS EXAMINER'S EXHIBIT #3)

6 In that copy the land is described by metes and bounds, is that correct?

A That is right.

7 Now, how did you acquire your 4/5 interest in this land, Mr. Bisogne?

A I bought it from three couples and the deeds would show who they were.

8 Now I show you here a deed from Frank P. Owens and Edith Owens, his wife, also known as Franklin Owens unto Danny Bisogne and it is dated September 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T. C. 965 Folio 300 and ask you if this is one of the deeds?

A That is correct.

(PHOTOSTATIC COPY OF DEED DATED SEPTEMBER, 1955 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.T.C. #965 FOLIO #300 FILED AND MARKED AS EXAMINER'S EXHIBIT #4)

9 And now I show you a deed December 10, 1954 from Sylvia Owens Eccard, formerly Sylvia Owens, and her husband, William G. Eccard unto A. Danny Bisogne and recorded among the Land Records of Anne Arundel County in Liber J. H. H. #982 Folio 1 and ask you

if this is one of the deeds to the property?

A That is right.

(PHOTOSTATIC COPY OF DEED DATED DECEMBER 10, 1954 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 892 FOLIO 1 FILED AND MARKED AS EXAMINER'S EXHIBIT #5)

10 I now show you a deed dated February 17,1956 from Gilbert H. Owens and Dorothea E. Owens unto A.Danny Bisogne which is recorded among the Land Records of Anne Arundel County in Liber G.T. C. #1004 Folio 61 and ask you if this is a deed which you received on the property?

A That is correct.

(PHOTOSTATIC COPY OF DEED DATED FEBRUARY 17, 1956 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G.T.C. 1004 FOLIO 61 FILED AND MARKED AS EXAMINER'S EXHIBIT #6)

11 And to your knowledge, these three deeds comprise a 4/5 interest in common with others of the land that you purchased?

A That is correct.

12 Which is, as you understand it, 8 acres of land, is that correct?

A That is right.

13 Now can you give a general description of this land, Mr. Bisogne?

A Well, this land is known as an 8 acre tract that lies in Annapolis Junction area. And it is adjoining the Cedar Knoll School and it is known as the "Jolly Acre Tract". This school is a delinquent school for children run by the District of Columbia. It also borders Jolly Acres Avenue. There is only one entrance there to this property and it wouldn't be of any value to anyone else.

14 Do you feel that this land could be divided in kind without

damage to the remainder of the property?

A No sir.

15 And why do you say that?

A Because of that one entrance and bordering that Cedar Knoll delinquent school.

16 And it is your feeling that if you made a square foot division that one property may be more valuable than another because of the location of the parcels?

A That is correct.

17 Now what do you know concerning the 1/5 interest that you don't own?

A Would you repeat that question?

18 What do you know about the 1/5 interest that you don't own?

A Well, when I first purchased this land I talked to the family about it and they explained to me that the man was shot in a dice game about 25 years ago and they felt that he had no connection with the property after all of these years.

19 Were you then, subsequently, advised by competent attorneys, that the interest of James Devlin was outstanding and that you did not own that?

A That is correct.

20 Is that the reason you brought this suit?

A That is right.

21 And, of course, you were aware then that in chain of title, Mr. Devlin did not join in any of the previous deeds, is that correct?

A That is correct.

22 Now did you subsequently determine a more exact method and time and place of the death of James Devlin?

A I believe we have. My attorney --

23 Is it not correct that this man -- James H. Devlin was killed on June 5, 1930 in Arkansas?

A Yes and we are submitting this photostatic copy.

24 This establishes that this is correct?

A Right.

25 Now were you able to determine whether James H. Devlin had any heirs or next of kin?

A From what my attorney told me, he has made every effort to locate these heirs and he has had no success.

26 Did you also have occasion to discuss the possibility of heirs of Devlin with the Owens peope?

A Yes, they told me that they can't locate them and they can't be located.

27 Was it their opinion that he had any issue or children surviving him?

A No, they told me he didn't.

28 Did not?

A No.

29 Do you recall which one of the Owens that you discussed it with?

A It was Franklin Owens.

30 Have you and your attorney made a diligent search for any possible heirs of James H. Devlin?

A Yes.

31 Has they had any success, to your knowledge?

A Not to my knowledge.

32 Now you also allege in your bill of complaint that you have continued to pay the taxes on this property without any contribution from anybody else, is that correct?

A That is correct.

33 And do you know the amount of the taxes thatyou have paid?

A I believe the last one I paid was, according to this real estate copy was $67.13.

34 And that was for the year 1964, is that correct?

A Yes.

35 Andyou have paid taxes from what time on the property?

A From the time I purchased the property.

36 And that was back in 1954?

A '54 or '55.

37 You have been paying taxes from 1955 on?

A From the time I purchased the property.

38 Are you able to prepare a list of the taxes you have paid since 1955 on this property?

A Yes.

39 And you would like to submit it as part of these proceedings?

A Yes.

(LIST OF TAXES PAID FILED AND MARKED AS EXAMINER'S EXHIBIT #7)

40 And is it now your opinion, Mr. Bisogne, that this property is not -- that the title to this property is not merchantable unless the land is sold either public or private sale to clear up the title of this one-fifth interest?

A That is correct.

41 Now Mr. Bisogne, why does the name Bessie Devlin appear as a party to this action?

A Because her name appears on the death certificate as the widow of James H. Devlin.

(Mr. Rouse)

42 And her address, according to the death certificate, was 122½ Maple Ave., North Little Rock, Arkansas.

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]

H. WARREN CRAWFORD, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Collins)

1 Would you identify yourself, Mr. Crawford?

A H. Warren Crawford.

2 And what is your occupation and advocation?

A Real estate broker and Vice President of Charles H. Steffey Company.

3 And are you engaged in active buying and selling of real estate?

A I am.

4 And are you qualified to make appraisals of real estate for purposes of court proceedings?

A I feel that I am.

5 What background do you have in making appraisals?

A Approximately 18 years experience as a real estate salesman and broker.

6 Have you made previous recommendations and appraisals in court proceedings?

A Yes, I have, including this particular court.

7 Including Anne Arundel County Court?

A Right.

8 You said that you have been actively engaged for approximately 18 years in the real estate profession?

A That is right.

9 Now were you employed by Mr. A. Danny Bisogne, the petitioner--the complainant in this action, to make an appraisal of a certain 8 acre tract in Anne Arundel County, Fourth Election District?

A Yes, I was.

10 And can you, therefore, describe this property?

28

A It is a property located in the Fourth Election District immediately contigous to the Cedar Knoll School. It is approximately 500 foot frontage on Jolly Acres Road. And it has an average depth of 600 feet. The rear line of the property is likewise 500 feet. It is heavily wooded and it is improved by two ruins, one of which appears to have been a stable and the other a barn type structure. Both of which, in my opinion, detract from the value of the property as being an expense in removing them. Do you want any further description of the property?

11 Did you mention what road or what access there is?

A Jolly Acres Road.

12 And does this property have any actual frontage on Jolly Acres Road?

A Approximately 500 feet.

13 And what is the nature of that road?

A The road is a rather limited access, I believe it is approximately 18 feet of paving, at present, and is somewhat limited beeause of the grades in the road.

14 Now did you, also, have an occasion to inspect the neighborhood of the property surrounding this?

A I, personally, walked over this property and the adjoining properties and this is a very undeveloped area of Anne Arundel County.

15 Were you able to make an appraisal as to approximate value of this property?

A Yes, I ascertained the value from comparable sales and from my personal experience and with salesmates, through our office, that this property would have a value -- fair market value, between $3200 and $3400 in tote. Therefore, I'd say $3300. I arrived

at this on the basis of sales that would indicate value being between $400 and $425 per acre.

16 And you, therefore, discounted any possible value for the improvements?

A Absolutely.

17 As having no value?

A Nothaving any value but they will probably cost something for having them removed.

18 Also, were you able to determine whether, in fact, a division in kind so as to divide this property into five individual lots was possible without loss or damage to the remainder of the property in value?

A This would be practically impossible. A division would be practically impossible.

19 And can you state why?

A Well, the very size and nature of the terrain. In addition, its proximity to the entrance to the institution immediately to the north of the property.

20 In your opinion, Mr. Crawford, what would this land be suitable for, at the present time?

A For an extension of the institution or some other institutional use probably would be the best use for theproperty at the present time. It certainly does not lend itself to development in the forseeable future.

21 Is that because, largely, of its remoteness to other areas?

A Not only its remoteness but its proximity to the institution.

QUESTION BY THE EXAMINER:

Do you know or can you state any other matter or thing that may be of benefit or advantage to the parties to this suit or either of them or that may be material to the subject of this your examination or the matters in question between the parties? No

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

Answer No

Signature

HENRY M. BACHMAN, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Collins)

1 Mr. Bachman, would you kindly state your name and address?

A Henry M. Bachman, Severna Park, Maryland. I am a realtor.

2 Now when you say "Realtor", that means that you are engaged in the sales and purchasing of property?

A I have been engaged in the real estate business fo 27 years.

3 In any particular area?

A In and around Severna Park and Anne Arundel County.

4 And you say for 20 some years you have been engaged, have you made prior appraisals for the benefit of court proceedings?

A Yes, I have. I have appraised property for the Board of Education, Baltimore Gas & Electric Company, numerous banks, individuals.

5 Now did you have an occasion, at the request of Mr. A. Danny Bisogne, the complainant in this action here, to make an appraisal of a certain 8 acre tract in the Fourth Election District of Anne Arundel County?

A I did.

6 Can you, therefore, describe the property that you appraised?

A The property is an 8 acre tract lying in the Fourth Election District of Anne Arundel County on Jolly Acres Road fronting on said road 500 feet and it has a depth of 697 feet on each side and the rear line is 500 feet. It is contiguous with the Cedar Knoll School. It is unimproved except for an old barn which, in my opinion, adds nothing to the property. It was apparently a homesite at one time. I believe the building has burned or has been destroyed. It is just a little above road

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grade on the County Road, Jolly Acres Road, and falls to the rear just a little bit allowing good drainage.

7 And is it unimproved except for this item you just mentioned and it is a wooded nature, you say?

A It is wooded, grown up with weeds.

8 And did you inspect some of the adjoining neighborhood properties?

A I have.

9 And were you able to make an appraisal of the approximate or fair market value of this property?

A Based on seven sales in the immediate area, I have arrived at a figure of $450 an acre or $3600 for the value of the entire 8 acre tract.

10 Did you have occasion to write up your appraisal and report yet?

A I did.

11 I ask you if this is a copy of your report dated July 13, 1964?

A Yes.

12 This is the date that you wrote up the report but you actually appraised it earlier than that date, did you not?

A Yes.

(APPRAISAL AND REPORT OF HENRY M. BACHMAN FILED AND MARKED AS EXAMINER'S EXHIBIT #8)

13 And this report which has been submitted, reflects your entire appraisal, is that correct?

A That is correct.

14 In your opinion, is this property suitable for sub-division or division in kind without damage to the remainder of the property?

A It is my considered opinion that it would be impossible to subdivide it equally due to the fact that you wouldn't have the same road frontage, it would be in a different location and the

rear line could be different on each parcel.

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 Henry M. Bachman

ELIOT SISKIND, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Collins)

1 Kindly state your name and address?

A Eliot Siskind, 1 Baldridge Road, Annapolis, Maryland.

2 And what is your profession and/or occupation?

A Attorney-at-law.

3 And where do you practice, Mr. Siskind?

A 23 Baltimore-Annapolis Blvd., N. W., Glen Burnie, Maryland.

4 How long have you been practicing law?

A Over nine years.

5 Now in connection with this particular case, namely A. Danny Bisogne vs Devlin etal, did you have an occasion to do certain inspection and search of the Land Records and Court Records of Anne Arundel County?

A Yes, I did.

6 Did you have occasion to search the records in regard to a divorce action brought by Dora C. Devlin against James H. Devlin?

A Yes, I did.

7 And did you find such a divorce action?

A Yes.

8 In the Circuit Court for Anne Arundel County, Divorces #558, a divorce action was brought by one Dora C. Devlin vs James H. Devlin. The bill of complaint in that divorce action recites that James H. Devlin abandon and deserted Dora C. Devlin on or about March 29, 1920. It also recites that the Respondent, James H. Devlin, was a non-resident of the State of Maryland and his whereabouts were unknown. The divorce action proceeded through publication and a final decree of divorce a vinculo

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matrimonii was signed bythe Judge of the Circuit Court for Anne Arundel County on November 17, 1923. There is a further allegation in the bill of complaint that the Oratrix and the Defendant, James H. Devlin, HAD NO CHILDREN born to them from their marriage.

9 Now did you also have occasion to inspect the Land Records in regard to a deed signed by Dora C. Devlin in regard to this property? Did you happen to inspect a deed dated September 27, 1919 (strike that) Did you have an occasion to inspect a deed dated May 4, 1935 wherein Dora C. Devlin and others conveyed their interest in this property to Nellie D. Watts?

A Yes, I did.

10 Can you give the recording data and the contents of the deed and particulars of the deed?

A In a deed dated May 4, 1935 and recorded September 10,1935, one Dora C. Delvin, who signed said deed as Dora C. Devlin, was indicated as a widow in said deed. She, along with others, conveyed their interest in said property to one Nellie D. Watts. Said deed was recorded in Liber F.A.M. 143 Folio 279. James H. Devlin did not join in said deed. Subsequently, Nellie D. Watts in a deed dated May 4, 1935 and recorded September 10, 1935 in Liber F.A.M. 143 page 280 Nellie D. Watts, unmarried, conveyed to Dora C. Devlin and Sylvia Owens as Joint Tenants that property conveyed to her immediately prior thereto from Dora C. Delvin, etal to said Nellie D. Watts. The name Delvin, D-e-l-v-i-n, is an obvious misspelling and it is presumed that Devlin was intended. Thereafter, Dora C. Devlin, unmarried, in a deed dated May 3, 1947 and recorded May 9, 1947 in Liber JHH 404 Folio 439 conveyed her interest to Franklin P. Owens and Gilbert H. Owens as Tenants in Common. Her interest in said

property acquired from Nellie D. Watts in deed recorded in Liber F. A.M. 143 Folio 280.

COLLINS: In Paragraph 3 of the Bill of Complaint, Doris C. Devlin is mentioned as being in chain of title. This, obviously, is a typographical error since there is no other reference to any party of a similar name other than Dora Devlin. Possibly that record shouldbe corrected to read Dora instead of Doris Devlin.

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 Elis Siskind

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

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

Witness my hand and seal this 5th day of ~~July~~ August, 1964

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

J. R. $25.00
C. T. $16.00 Pd. C. T.

HERBERT L. COHEN
JOHN S. COLLINS

BOOK 158 PAGE 535

PHONE
SOUTHFIELD 6-1877

LAW OFFICES
COHEN AND COLLINS
22 BALTIMORE-ANNAPOLIS BLVD., N. E.
GLEN BURNIE, MARYLAND

June 15, 1959

Mrs. Bessie Devlin
122½ Maple Avenue
North Little Rock
Little Rock, Arkansas

Dear Mrs. Devlin:

Please be advised that I am the attorney for A. Danny Bisogne in a purchase of land in which your late husband, James H. Devlin, had an interest. I am enclosing herewith a copy of the order of publication which was placed in the Maryland Gazette in Anne Arundel County, Maryland.

I request that you communicate with me at your earliest opportunity.

Sincerely yours,

John S. Collins

JSC:MH
Sent: CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Examiner's Exhibit No. 1 Eq. No. 13,114
Bisogne v. Devlin, et al.
[illegible]

FILED
1964 AUG -6 PM 4:12

41 [illegible]

BOOK 158 PAGE 536

LAW OFFICES
COHEN AND COLLINS
22 BALTIMORE - ANNAPOLIS BLVD., N.E.
GLEN BURNIE, MARYLAND

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

680940

CERTIFIED MAIL
No. 680940

Mrs. Bessie Devlin
122½ Maple Avenue
North Little Rock
Little Rock, Arkansas

Returned to Writer
REASON CHECKED
Unclaimed.....
Unknown.....Refused.....
Insufficient address.....
Moved, Left no address.....
No such office in state.....
Do not remail in this envelope

NOTICE OF ARRIVAL OF CERTIFIED MAIL | NUMBER 680940

For [illegible]

The mail is now held at ⟹

YOU MAY
- BRING this notice and get the mail
- SEND notice with person you name on the other side (Identification Required)
- PHONE us or ask carrier to redeliver article

RECEIVED (Signature of addressee)

(By)

POD Form 3870
June 1955

DATE DELIVERED | BY

POSTMARK

GPO 1955 O 349278

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER John S. Collins
CERTIFIED NO. 680940	STREET AND NO. OR P. O. BOX 22 Baltimore-Annapolis Blvd., NE
INSURED NO.	CITY, ZONE AND STATE Glen Burnie, Maryland

POD Form 3811 Jan. 1958

C55—16—71548-4

August 17, 1959

Mrs. Bessie Devlin
122½ Maple Avenue
North Little Rock
Arkansas

Dear Mrs. Devlin:

Please be advised that I am the attorney for A. Dann, Bisogne in a purchase of land in which your late husband, James H. Devlin, had an interest. I am enclosing herewith a copy of the order of publication which was placed in the Maryland Gazette in Anne Arundel County, Maryland.

I request that you communicate with me at your earliest opportunity.

Sincerely yours,

John S. Collins

JSC:MH
Sent CERTIFIED MAIL
RETURN RECEIPT REQUESTED

45 + 44

LAW OFFICES
COHEN AND COLLINS
22 BALTIMORE - ANNAPOLIS BLVD., N. E.
GLEN BURNIE, MARYLAND

Returned to Writer

REASON CHECKED
Unclaimed.....Refused....
Unknown.....
Insufficient address.....
Moved, Left no address.....
No such office in state.....
Do not remail in this envelope

8-19-59
EINO

MD.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Bessie Devlin
122½ Maple Avenue
North Little Rock
Arkansas

CERTIFIED
Nº 680941
MAIL

FINAL NOTICE
DATE

SEP 4 - 1959

BOOK 158 PAGE 538

Nº 680941

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Mrs. Bessie Devlin	POSTMARK OR DATE
STREET AND NO. 122½ Maple Avenue	mailed
CITY AND STATE North Little Rock, Ark.	8-17-59
If you want a return receipt, check which ☑ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered If you want restricted delivery, check here ☐ 50¢ fee FEES ADDITIONAL TO 20¢ FEE	

POD Form 3800
Jul 1957

SEE OTHER SIDE

BOOK 158 PAGE 539

ARKANSAS STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS

ARKANSAS STATE BOARD OF HEALTH
Bureau of Vital Statistics
CERTIFICATE OF DEATH

File No. 1696

1 PLACE OF DEATH
County: Van Buren
Township: Clinton
Registration District No. 6948
Primary Registration District No. ____ Registered No. ____
Inc. Town or City: Greenland (No. ____ St.: ____ Ward)

2 FULL NAME: Sellers Jas H.

If death occurred in a hospital or institution, give its NAME instead of street and number.

(a) Residence. No. 303 East 12 St., ____ Ward. No. Little Rock
(Usual place of abode) (If nonresident give city or town and State)
Length of residence in city or town where death occurred ____ yrs. ____ mos. ____ ds. How long in U. S., if of foreign birth? ____ yrs. ____ mos. ____ ds.

PERSONAL AND STATISTICAL PARTICULARS

3 SEX: Male
4 COLOR or RACE: W.
5 Single, Married, Widowed, or Divorced (write the word): Married
6 If married, widowed, or divorced HUSBAND of (or) WIFE of: Bessie
7 DATE OF BIRTH: Month: Aug Day: 24 Year: 1881
8 AGE: Years: 49 Months: 1 Days: 11 If LESS than 1 day, ____ hrs. or ____ min.
9 OCCUPATION OF DECEASED: Trade, profession, or particular kind of work: Civil Engineer
General nature of industry, business or establishment in which employed (or employer):
Name of employer:
10 BIRTHPLACE (city or town): New York
(State or country):
11 NAME OF FATHER: Dont know
12 BIRTHPLACE OF FATHER (city or town): " "
(State or country):
13 MAIDEN NAME OF MOTHER: Dont know
14 BIRTHPLACE OF MOTHER (city or town): " "
(State or country):
15 Informant: Dodge Nelson
(Address): 1222 Maple N.L.R.
16 Filed: ____ Registrar
Burial or Removal Permit issued by ____ Date of Issue ____

MEDICAL CERTIFICATE OF DEATH

13 DATE OF DEATH: June Month 5 Day, 30 Year
I HEREBY CERTIFY, That I attended deceased from ____ 19__ to ____, 19__
that I last saw him alive on ____ 19__ and that death occurred, on the date stated above, at about 7 a.m.
The CAUSE OF DEATH was as follows:
State the DISEASE CAUSING DEATH, or in deaths from VIOLENT CAUSES, state (1) MEANS AND NATURE OF INJURY, and (2) whether ACCIDENTAL, SUICIDAL, or HOMICIDAL. (See reverse side for additional space.)

Homicide by firearms
14 M (duration) 1 yrs. ____ mos. ____ ds.
CONTRIBUTORY (Secondary) ____ (duration) ____ yrs. ____ mos. ____ ds.
18 Where was disease contracted if not at place of death?
Did an operation precede death? ____ Date of ____
What operation performed? ____
Was there an autopsy? ____
What test confirmed diagnosis? Inquestion
(Signed) Samuel S. Bayne Coroner M. D.
June 6 1930 (Address) Little Rock

19. PLACE OF BURIAL, CREMATION, or REMOVAL: Oakland Cemy
DATE OF BURIAL: 6/7 1930
20 UNDERTAKER: Owens & Co
ADDRESS: N.L.R.

THIS IS TO CERTIFY, That the above is a full, true and correct copy of the original certification which is on file in this office and of which I am legal custodian.
IN TESTIMONY WHEREOF, witness my hand and seal of office at Little Rock, Arkansas.

FILED
June 10, 1959
8 PM 4:12

State Registrar J. T. Herren, M.D. S. C. ca

BOOK 158 PAGE 540

ARKANSAS STATE BOARD OF HEALTH

BUREAU OF VITAL STATISTICS

REVISED UNITED STATES STANDARD CERTIFICATE OF DEATH

[Approved by
U. S. Census and American Public Health Association]

95808
6-10-
SEP 11 1953

STATEMENT OF OCCUPATION.—Precise statement of occupation is very important, so that the relative healthfulness of various pursuits can be known. The question applies to each and every person, irrespective of age. For many occupations a single word or term on the first line will be sufficient, e. g., *Farmer or Planter, Physician, Compositor, Architect, Locomotive engineer, Civil engineer, Stationary fireman*, etc. But in many cases, especially in industrial employments, it is necessary to know (*a*) the kind of work and also (*b*) the nature of the business or industry, and therefore an additional line is provided for the latter statement; it should be used only when needed. As examples: (*a*) *Spinner*, (*b*) *Cotton mill;* (*a*) *Salesman*, (*b*) *Grocery;* (*a*) *Foreman*, (*b*) *Automobile factory*. The material worked on may form part of the second statement. Never return "Laborer," "Foreman," "Manager," "Dealer," etc., without more precise specification, as *Day laborer, Farm laborer, Laborer—Coal mine*, etc. Women at home, who are engaged in the duties of the household only (not paid *Housekeepers* who receive a definite salary), may be entered as *Housewife, Housework*, or *At home*, and children, not gainfully employed, as *At school* or *At home*. Care should be taken to report specifically the occupations of persons engaged in domestic service for wages, as *Servant, Cook, Housemaid*, etc. If the occupation has been changed or given up on account of the DISEASE CAUSING DEATH, state occupation at beginning of illness. If retired from business, that fact may be indicated thus: *Farmer* (*retired*, 6 *yrs.*). For persons who have no occupation whatever, write *None*.

STATEMENT OF CAUSE OF DEATH.—Name, *first*, the DISEASE CAUSING DEATH (the primary affection with respect to time and causation), using always the same accepted term for the same disease. Examples: *Cerebrospinal fever* (the only definite synonym is "Epidemic cerebrospinal meningitis"); *Diptheria* (avoid use of "Croup"); *Typhoid fever* (never report "Typhoid pneumonia"); *Lobar pneumonia; Bronchopneumonia* ("Pneumonia," unqualified, is indefinite); *Tuberculosis of lungs, meninges, peritoneum*, etc., *Carcinoma, Sarcoma*, etc., of..... (name origin; "Cancer" is less definite; avoid use of "Tumor" for malignant neoplasms); *Measles; Whooping cough; Chronic valvular heart disease; Chronic interstitial nephritis*, etc. *The contributory* (secondary or intercurrent) affection need not be stated unless important. Example: *Measles* (disease causing death), 29 *ds.; Bronchopneumonia* (secondary), 10 *ds.* Never report mere symptoms or terminal conditions, such as "Asthenia," "Anemia" (merely symptomatic), "Atrophy," "Collapse," "Coma," "Convulsions," "Debility" ("Congenital," "Senile," etc), "Dropsy," "Exhaustion," "Heart failure," "Hemorrhage," "Inanition," "Marasmus," "Old age," "Shock," "Uremia," "Weakness," etc., when a definite disease can be ascertained as the cause. Always qualify all diseases resulting from childbirth or miscarriage, as "PUERPERAL *septicemia*," "PUERPERAL *peritonitis*," etc. State cause for which surgical operation was undertaken. For VIOLENT DEATHS state MEANS OF INJURY and qualify as ACCIDENTAL, SUICIDAL, OR HOMOCIDAL, or as *probably* such, if impossible to determine definitely. Examples: *Accidental drowning; Struck by railway train—accident; Revolver wound of head—homicide; Poisoned by carbolic acid—probably suicide.* The nature of the injury, as fracture of skull, and consequences (e. g., *sepsis, tetanus*) may be stated under the head of "Contributory." (Recommendations on statement of cause of death approved by Committee on Nomenclature of the American Medical Association).

Note.—Certificates may be returned for additional information which give any of the following diseases, without explanation, as the sole cause of death: Abortion, cellulitis, childbirth, convulsions, hemorrhage, gangrene, gastritis, meningitis, miscarriage, necrosis, peritonitis, phlebitis, pyemia, septicemia, tetanus.

ADDITIONAL SPACE FOR FURTHER STATEMENTS BY PHYSICIAN.

Deced from Gunshot wound of left leg near Scotland in Van Buren County

No coroner available at place of death. Body tenured over to Owens & Co by sheriff of Van Buren Co and removed to N Little Rock. Inquest held by coroner, Pulaski Co

Homicide admission to Sheriff of Van Buren Co by assailant

DEC 27

THIS IS TO CERTIFY, that the above is a full, true and correct copy of the original certification which is on file in this office and of which I am legal custodian.
IN TESTIMONY WHEREOF, witness my hand and seal of office at Little Rock, Arkansas.

June 10, 1959 State Registrar J. T. Herman, M.D. S. C. [illegible]

4

BOOK 158 PAGE 541 W.N.W. 15, folio 488.

THIS DEED, made this twenty-seventh day of September in the year one thousand nine hundred and nineteen by and between Susanna A. Bowie, widow of the late T. John Bowie of the first part, and Dora C. Devlin, and James H. Devlin, her husband Sylia Owens, Gilbert H. Owens and Franklin Owens, of the second part, all of Anne Arundel County in the State of Maryland

WITNESSETH, that for and in consideration of the sum of Thirty Three Hundred Dollars in hand paid to Susanna A. Bowie widow as aforesaid the receipt whereof is hereby acknowledged the said Susanna A. Bowie, doth hereby grant, bargain, sell and convey unto the said Dora C. Devlin, James H. Devlin, Sylvia Owens, Gilbert H. Owens and Franklin Owens, as tenants, in common their heirs and assigns in fee simple, All that tract, piece or parcel of land situate lying and being in the Fourth Election District of Anne Arundel County; known as the "Cottage Lot" and described as follows, to wit:

BEGINNING for the same in the center of the county road at or near the end of the 7th line of the whole tract of land conveyed by William Anderson (father of the said Susanna) to the said Susanna C. Bowie by deed dated the 10th day of February 1872 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 6, folio 364 and running thence with the centre of said road north 51½ - West 500 feet thence North 28 3/4° East 697 feet to a stake thence South 51½° East 500 feet to the Seventh line of the whole tract thence with said seventh line South 28 3/4° West 697 feet to the place of beginning, containing eight acres of land andknown as "Cottage Lot" as aforesaid See reservation in deed dated the 13th day of January 1903 and recorded among the Land Records of said County in Liber G.W. No. 24, folio 247 &c. as by reference there to will more fully appear. Being also the identical lot of ground described in a deed from Wm. H. H. Anderson Attorney to the said Susanna A. Bowie dated the 9th day of September 1911 and recorded among the said Land Records in Liber G.W. No. 8[illegible], folio 204 &c.

Together with the rights, roads, ways, waters, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said land and premises above described with all the rights, thereto belonging or in anywise appertaining unto and to the proper use and benefit of the said Dora C.Devlin and James H. Devlin, Sylvia Owens, Gilberg H. Owens and Franklin Owens, as tenants in common, their heirs and assigns forever in fee simple.

And the said Susanna A. Bowie widow as aforesaid doth hereby covenant and agree to warrant the property specially, hereby conveyed, and that she will execute such further and other assurances of said land and premises ad may be requisite.

WITNESS: the hands and seal of said grantor
Signed and sealed and delivered in the presence of J. Roland Brady.

SUSANNA A. BOWIE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS

I HEREBY Certify that on this 27th day of September in the year one thousand nine hundred and nineteen before the sbuscriber a Notary Public of the State of and County aforesaid personally appeared Susanna A. Bowie, widow, as aforesaid and acknowledged the foregoing deed to be her act and deed.

Witness my hand and seal Notarial

(Notary seal*

J. Roland Brady
Notary Public

Recorded 29th September 1919

Examiner's Exhibit No. 3
v. Devlin, et al Equity No 13114
J. Rowe C. Evans

FILED
1964 AUG -6 PM 4:12

47

FEE-SIMPLE DEED—CODE—City or County—40

BOOK 158 PAGE 542

LIBER 965 PAGE 300

This Deed, Made this day of September

in the year one thousand nine hundred and fifty five, by and between

FRANK P. OWENS AND EDITH OWENS, His wife
ALSO KNOWN AS FRANKLIN OWENS

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

A Danny Bisogne

of the second part.

Witnesseth, that in consideration of the sum of Five Dollars in hand paid the Receipt of which is hereby acknowledged

the said FRANK P. OWENS AND EDITH OWENS his wife

do grant and convey unto the said A DANNY BISOGNE

heirs and assigns, in fee simple, all THEIR INTEREST in the lot of / of ground, situate, lying and being in Anne Arundel County, aforesaid, and described as follows, that is to say:—

Beginning for the same in the centre of the County Road at or near the end of the seventh line of the whole tract of land conveyed by William Anderson father of Susanna Bowen to the said Susanna Bowen by deed dated the tenth day of Februrary, 1872 recorded among the land records of said County in Liber S. H. No 6 Folio 364, running thence with the center of said Road North 51 ¼ degrees West five hundred feet, thence North twenty eight and three quarters degrees East 697 feet to a stake Thence South fifty one and one half Degrees East five hundred feet to the Seventh line of the Whole Tract thence South twenty eight and three quarter degrees West 697 feet to the place of Beginning.

Containing eight acres of Land

FOR TITLE see Susanna A Bowen deed to FranklinOwens Et Al which deed is dated September 27th 1919 and which is recorded in Liber W. W/ W. No. 15 Folio 488

IT IS UNDERSTOOD AND AGREED that the said Franklin Owens is selling his interest or twenty five per cent of the property

Examiner's Exhibit No. 4
Bisogne v. Devlin et al. Eq. 13114
[illegible]

FILED
1964 AUG -6 PM 4:13

48

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

[illegible]

his heirs and assigns, in fee simple.

And the said part ies of the first part hereby covenant that the y ha ve not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that t he y will warrant specially the property granted and that t he y will execute such further assurances of the same as may be requisite.

Witness the hand s and seal s of said grantor s

TEST:

Franklin P. Owens (SEAL)
Frank P. OWENS also known as Franklin P. Owens

Edith Owens (SEAL)
Edith Owens

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this day of September in the year one thousand nine hundred and Fifty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Frank P. Owens also known as Franklin Owens and Edith Owens his Wife

the above named grantor s, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Rec'd for record Sept. 19, 1955, at 3:15 P. M.
Per George T. Cromwell, Clerk.
Mailed to [illegible]

Alberta Fisher
Notary Public.
Balto. Co.
5/6/57
ALBERTA FISHER

49

THIS DEED, made this tenth day of December, in the year one thousand, nine hundred and fifty-four, by Sylvia Owens Eccard, formerly Sylvia Owens and her husband, William G. Eccard, of Prince George's County in the State of Maryland:

WHEREAS, the said Sylvia Owens Eccard acquired, with others, as Tenants in Common, an undivided interest in that certain lot or parcel of ground lying in the Fourth Election District of Anne Arundel County, Maryland, known as "The Cottage Lot" and more particularly described as follows: That is to say, Beginning for the same in the center of the County road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to the said Susanna Bowie, by deed dated the 10th day of February, 1872, recorded among the Land Records of said County in Liber S. H. 6 at folio 364, and running thence with the center of said road, (1) North 51½° West five hundred feet; thence (2) North 28 3/4° East 697 feet to a stake; thence (3) South 51½° East 500 feet to the seventh line of the whole tract; thence with the said 7th line, (4) 28 3/4° West 697 feet, to the place of beginning, CONTAINING eight acres, more or less; and,

WHEREAS, one A. Danny Bisgone of Washington, D. C., has offered, for a consideration of Two Thousand Dollars, to purchase that interest or such other interest in the said lot or parcel of ground as the said Sylvia Owens Eccard may now be seized and possessed of;

NOW, THEREFORE, this deed witnesseth that, for and in consideration of the premises and the sum of Two Thousand Dollars ($2,000.00), the said Sylvia Owens Eccard and William G. Eccard, her husband, do hereby grant, convey, assign, release and forever quitclaim unto the said A. Danny Bisgone, all of her or their right, title, interest and estate whatsoever, in law or in equity, in, to or over the said parcel as hereinbefore described.

AS WITNESS our hands and seals the day and year first above written.

WITNESS: Jean G. Hughes (as to each)

Sylvia Owens Eccard (SEAL)
Sylvia Owens Eccard

William G. Eccard (SEAL)
William G. Eccard

FILED
1964 AUG -6 PM 4:13

Examiner's Exhibit No. 5
Bisgone v. Dorlin, et al Eq 13114
JHS Room 1, Exam

50

FEE-SIMPLE DEED—CODE—City or County—40

BOOK 158 PAGE 545

LIBER 1004 PAGE 61

This Deed, Made this 17th day of February

in the year one thousand nine hundred and fifty-six, by and between

GILBERT H. OWENS and DOROTHEA E. OWENS, His wife

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

A Danny Bisogne

of the second part.

Witnesseth, that in consideration of the sum of ~~Ten~~ one thousand D&O Dollars and other Valuable considerations. Receipt of which is hereby acknowledged

the said GILBERT H. OWENS and DOROTHEA E. OWENS his wife

do grant and convey unto the said A. DANNY BISOGNE

heirs and assigns, in fee simple, all THEIR INTEREST in the lot of of ground, situate, lying and being in Anne Arundel County, aforesaid, and described as follows, that is to say:—

Beginning for the same in the centre of the County Road at or near the end of the seventh line of the whole tract of land conveyed by William Anderson father of Susanna Bowen to the said Susanna Bowen by deed dated the tenth day of February, 1872 recorded among the land records of said County in Liber S.H. No. 6 Folio 364, running thence with the center of said Road North 51¼ degrees West five hundred feet, thence North twenty eight and three quarters degrees East 697 feet to a stake Thence South fifty one and one half Degrees East five hundred feet to the Seventh line of the Whole Tract thence South twenty eight and three quarter degrees West 697 feet to the place of Beginning.

Containing eight acres of Land

For TITLE see Susanna A. Bowie deed to Franklin Owens Et Al which deed is dated September 27th 1919 and which is recorded in Liber W. W/W. No. 15 Folio 488

IT IS UNDERSTOOD AND AGREED that the said Gilbert H. Owens is selling his interest or twenty five per cent of the property

Examiner's Exhibit No 6
Bisogne v. Devlin, et al. Equity No 13114
Joh S. Rowe L. Exam.

FILED
1964 AUG -6 PM 4:13

51

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

A. DANNY BISOGNE

his 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:

B. EUGENE COLLINS

Gilbert H. Owens (SEAL)
Gilbert H. Owens

Dorothea E. Owens (SEAL)
Dorothea E. Owens

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

I HEREBY CERTIFY, That on this 17th day of February in the year one thousand nine hundred and Fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for County of Anne Arundel aforesaid, personally appeared Gilbert H. Owens and Dorothea E. Owens, His wife

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Rec'd for record Feb 27 1956 at 1:00 p.M.
Mailed to A. Danny Bisogne

B. EUGENE COLLINS Notary Public.

52

BOOK 158 PAGE 547

~~1955~~.

County -		State -	
1955 -	7.91	.47	
1956 -	8.08	.47	
1957 -	8.08	.61	
1958 -	18.05	1.35	
1959 -	18.34	1.27	
1960 -	19.95	1.31	
1961 -	19.95	143	Fire Tax.
1962 -	19.86	1.43 -	.38
1963 -	20.81	143 -	-38
1964	62.38	3.75 -	1.50

Taxes pd by
A Danny Bisogne
since 1955 To 64

Examiner's Exhibit No 1
Bisogne v Devlin et al
Equity No 13.11,7
[illegible]

Please return Treasurer's Copy previously mailed to you, if available, or this copy with your remittance.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR. ANNAPOLIS, MARYLAND

066039

REAL ESTATE 1964

SECOND NOTICE

LAND	BUILDINGS	TOTAL ASSESSMENT	SPECIAL TAX CODES	INDEX NO.
2,400	100	2,500	A B 1 C D E	4 000 00432600
BILL NO.	STATE TAX	COUNTY TAX	SPECIAL TAX TOTAL	TOTAL TAX DUE
R 066039	3.75	62.38	1.00	$ 67.13

DISREGARD THIS NOTICE, IF TOTAL TAX DUE HAS BEEN PAID

SOURCE:

DATE:

INTEREST

PAYMENT

SEE

CLOSED TAX

RATES AND

INTEREST SCHEDULE

ANNAPOLIS JUNCTION
8 ACRES IMPS
GTC 1004 44

A DANNY BISOGNE
BOX 95
ODENTON MD

MAKE ALL CHECKS PAYABLE TO TREASURER, ANNE ARUNDEL COUNTY

SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
WALTER W. BOSWELL, ASSOCIATE
SEVERNA PARK, MARYLAND
PHONES: OFFICE MITCHELL 7-2000
RESIDENCE MITCHELL 7-2424

13 July 1964

Mr. A. Danny Bisogno
Odenton, Maryland

Dear Mr. Bisogne :

Pursuant to your request I have carefully examined the real este located in the Fourth Election District of Anne Arundel County, Maryland, described as being 8 Acres of land on Jolly Acres Road.

The subject property lies on the East side of Jolly Acres Road and adjoins the property known as Cedar Knoll School. The property is unimproved except for an old stable, which stable adds nothing to the value of the property. The property consists of 8 Acres fronting 500 feet on Jolly Acres Road, with a depth of 697 feet on both sides and the rear line is 500 feet. The property is just a little abouve road grade and gently falls to the rear line, affording good drainage. The property was the home site and the home has been destroyed, it is now grown up in weeds and small trees.

The property is zoned for agricultural use on the Anne Arundel County Zoning Map of the Fourth District.

The purpose of this appraisal is to estimate the Fair Market Value.

It is my considered opinion based on the recent sales , attached that the subject property is worth today $450 per acre or 8 acres $3600.00

Thirty-Six Hundred Dollars ($3600.00)---

I, the undersigned, do hereby certify that to the best of my knowledge and belief, the statements and opinions contained in this report are correct and that I have no present or contemplated interest in the property herein appraised.

FILED
1964 AUG -6 PM 4:13

Respectfully submitted,

Henry M. Bachman

Henry M. Bachman
Realtor, Appraiser

Examiner's Exhibit No 8
Bisogne v. Derbi, et al
Equity No 13114
54 [illegible]

SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
WALTER W. BOSWELL, ASSOCIATE
SEVERNA PARK, MARYLAND
PHONES: OFFICE MITCHELL 7-2000
RESIDENCE MITCHELL 7-2424

Recent Sales

1. Elsie Hansler to John H. Bright 1962 G T C 1593 folio 42
6 Acres unimproved land
Located on South Side of Brock Bridge Road within 2 miles of subject property
Stamps indicate the sale price to be $1200 or $200 per acre

2. James BrightSr. to Bowie Reval Co. Feb 1958 G T C 1186 folio 131
24 acres unimproved land with known gravel deposits
Located 1000 feet South Side of Brock Bridge Road
Stamps indicated sale price to have been $11,500 or $479 per acre

3- Near Montevideo- Irvin S. Marks to Cardine Thiele G T C 1595 Folio 128 (1962)
14. acres assessed value $2695.00 Improvements Dwelling Outbuildings Assessed value $2510.00 Indicating the land value to be $5980.00 or $427.00 per acre
Sale price $11,000.00 as indicated by the stamps

4- Near Montevideo- Albert Menach to Eva B. Griffin etal April 1962 GTC 1555 Folio 116 Sale price $10,500.00 mortgage $8400.00 --10.426 acres
Assessment Dwelling and out buildings $2695.00 Land $1440.00
Indicating the land cost to have been $511.00 per acre

5- See J H H 892 Folio 1 Dated 10 December 1954 Sale price $2,000.00
Sylvia Owens to A. Danny Bisogne
In this deed Sylvia just deeded her interest- no indicating as to percentage of the whole parcel

6- Frank P. Owens and wife to A. Danny Bisogne J H H 965 Folio 301 Sale Price $500.00 for 25% interest in the subject property indicating the value of the whole to have been $2,000.00 or $400.00 per acre

7- Gilbert H. Owens and wife to A. Danny Bisogne G T C 1004 Folio 61 dated Feb, 1956 for the sum of $1,000.00 for 25% of the property indicating the value of the whole to have been $4,000.00 or $500.00 per acre.

Note - Sales Nos. 5, 6, and 7 cover the subject property.

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SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
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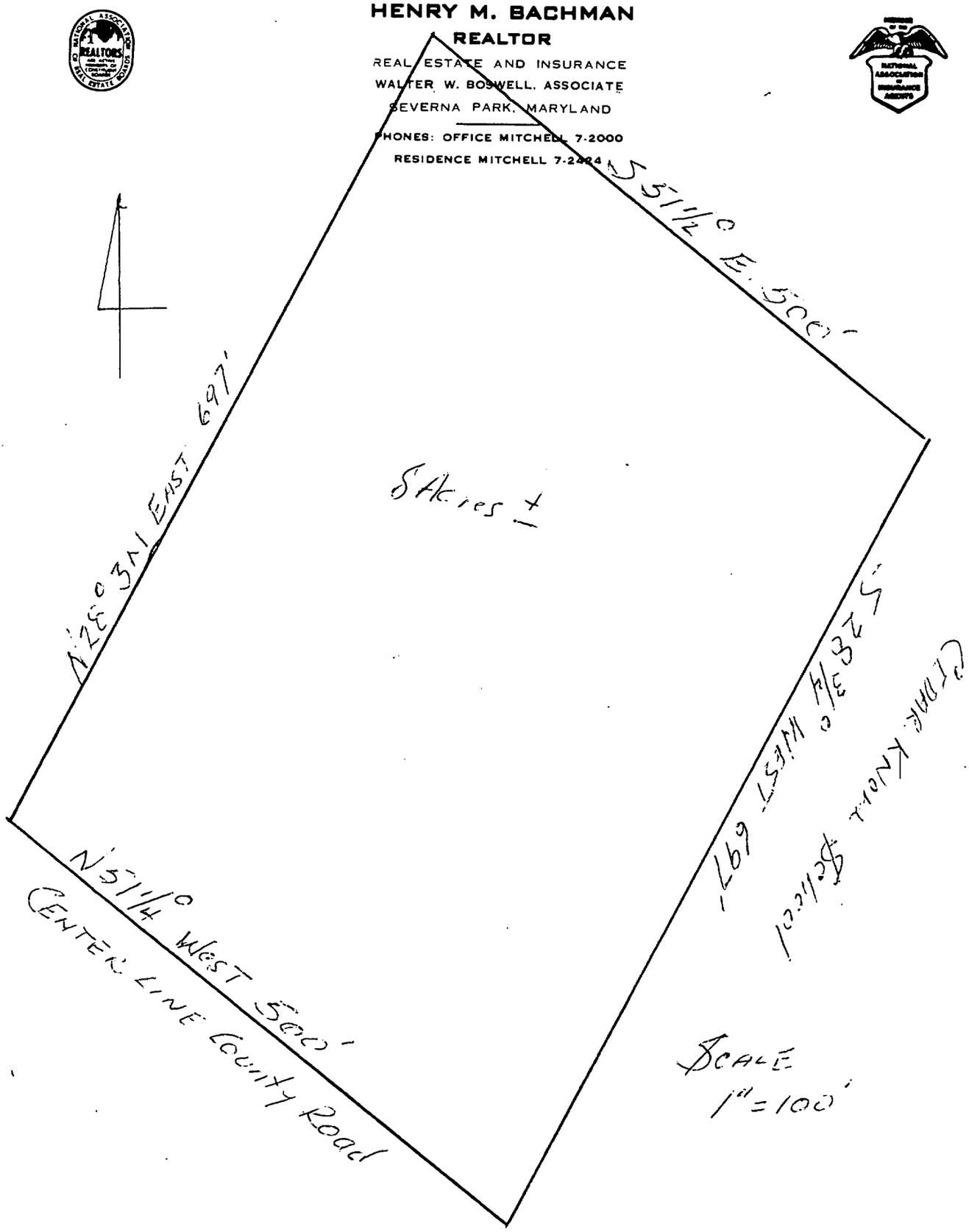
WALTER W. BOSWELL, ASSOCIATE
SEVERNA PARK, MARYLAND
PHONES: OFFICE MITCHELL 7-2000
RESIDENCE MITCHELL 7-2424



56

SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
WALTER W. BOSWELL, ASSOCIATE
SEVERNA PARK, MARYLAND

PHONES: OFFICE MITCHELL 7-2000
RESIDENCE MITCHELL 7-2424

DEFINITION OF FAIR MARKET VALUE

As defined by the Courts, is the highest price estimated in terms of money which a property will bring if exposed for sale in the open market allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

Frequently, it is referred to as the price at which a willing seller would sell and a willing buyer would buy, neither being under abnormal pressure.

It is the price expectable if a reasonable time is allowed to find a purchaser and if both seller and prospective buyer are fully informed.

Appraised Value --- The price fixed by an Appraiser as his opinion of the value of a piece of property.

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SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
WALTER W. BOSWELL, ASSOCIATE
SEVERNA PARK, MARYLAND

PHONES: OFFICE MITCHELL 7-2000
RESIDENCE MITCHELL 7-2424

THIS APPRAISAL IS SUBJECT TO THE FOLLOWING LIMITING CONDITIONS

The legal description is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered with respect to the title. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear under responsible ownership and competent management.

The information contained in this report and identified as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of Henry M. Bachman or the applicant and in any event only with the proper qualification.

The appraiser herein by reason of this appraisal is not required to give testimony or attendance in court, or at any governmental hearing with reference to the property in question, unless arrangements have been previously made therefor.

Henry M. Bachman has no present or contemplated future interest in the property appraised. Employment of Henry M. Bachman to make this appraisal is in no matter contingent upon the value reported therein. The distribution of the total valuation in this report between the land and the improvements applies only under the existing program of utilization. The separate valuations for land and improvements should not be used in conjunction with any other appraisal and are invalid if so used.

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SPECIALIZING IN WATERFRONT REAL ESTATE

HENRY M. BACHMAN
REALTOR
REAL ESTATE AND INSURANCE
WALTER W. BOSWELL, ASSOCIATE
SEVERNA PARK, MARYLAND

PHONES: OFFICE MITCHELL 7-2000
RESIDENCE MITCHELL 7-2424

QUALIFICATIONS OF APPRAISER

1 - I have been engaged in the Real Estate business since 1946.

2 - I have specialized in Anne Arundel County Real Estate since 1946.

3 - I have been a member of the National Association of Real Estate Boards since 1954.

4 - I have maintained a Real Estate office in Severna Park, Maryland since 1954.

5 - I have been a member of the Anne Arundel County Real Estate Board since 1953; serving two terms as President.

6 - I am a member of the Maryland Real Estate Association.

7 - I have made appraisals for The Board of Education of Anne Arundel County, The City of Annapolis, The Baltimore Gas and Electric Company, inheritance tax cases and income tax cases. The Department of Public Improvements of The State of Maryland, The Baltimore National Bank, The Farmers National Bank, Fairview Federal Savings and Loan Association.

8 - I have been accepted by courts as a qualified appraiser in giving testimony.

A. DANNY BISOGNE 1716 Kilbourne Place, N.W. Washington, D. C., Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	No. 13,114
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	:	IN EQUITY

- : - : - : - : - : -

ORDER OF PUBLICATION

The object of this suit is to obtain a decree ordering the sale in lieu of partition of an 8-acre tract of land in the Fourth Election District of Anne Arundel County, of which one A. Danny Bisogne, is 4/5ths owner, and James H. Devlin, deceased, was the owner of the remaining one-fifth interest.

The bill of Complaint alleges that the Complainant owns a four-fifths undivided interest in common with others of the said 8-acre tract of land, and the bill also recites that the said James H. Devlin, now deceased, has a remaining one-fifth undivided interest in the said land, and that the said James H. Devlin was killed in an automobile accident on or about June 6, 1930, and that the Complainant has made a diligent search for the survivors of James H.Devlin but has been unable to locate them, that the Complainant has paid the taxes on the said property to preserve it from being sold at tax sale, and that the land is not suitable of division in kind without material loss or injury.

It is thereupon ORDERED this 4th day of March, 1959, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Complainant give notice to any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased, by causing a copy of this Order to be inserted in some newspaper

published in Anne Arundel County, Maryland, once a week for four successive weeks before the 13th day of April, 1959, advising the defendants above named of the object and substance of the Bill and warning them to appear in this Court in person or by solicitor, on or before the 13th day of May, 1959, to show cause, if any they may have, why a decree should not be passed as prayed.

A. DANNY BISOGNE	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS.	*	FOR
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	*	ANNE ARUNDEL COUNTY
	*	EQUITY # 13,114
DEFENDANTS	*	

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

REPORT OF MASTER AND EXAMINER

3/4/59	Bill for Sale of Land in lieu of Partition filed.
8/6/59	Petition filed for Leave to file Amended Bill.
8/7/59	Leave granted by Order of Court.
8/10/59	Amended Bill for Sale of Land in lieu of Partition filed. The Bill alleges that the Claimant is the owner of a 4/5 undivided interest of land therein described. The Bill further alleges that one James H. Devlin owned the remaining 1/5 interest; that he died 6/5/30 in Arkansas survived by a widow, Bessie Devlin, one of the Defendants named in this proceeding. The other named Defendants are "any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased". The Bill prays the Court to Order and Decree that the land described be sold at public or private sale and if at private sale, for not less than the appraised value, and for an appointment of Trustee to make the sale, etc. and to require an accounting of funds received from said sale, etc.
9/10/59	Certificate of Publication of Order of Publication directed to the aforementioned Defendants filed.
1/7/60	Affidavit filed showing that notice was attempted to be sent to the Defendant, Bessie Devlin, at her last known address in Arkansas, by registered mail, which letters were returned "Unknown".
1/11/60	Decree Pro Confesso entered after prior filing of military affidavit.
7/15/64	Testimony taken before Examiner.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1964 AUG -6 PM 4: 13

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Substance of Testimony:

Two qualified real estate appraisers. In the opinion of one, the fair market value of the property in toto was $3,300.00. In the opinion of the other appraiser the fair market value was $3,600.00 for the entire tract. (See Transcript and Exhibit #8). Both appraisers testified that the property could not be divided in kind.

The testimony and exhibits establish that the Complainant has acquired and is the owner of a 4/5 undivided interest in the property described in the Amended Bill. (See Exhibits #3, 4, 5, and 6 and Transcript Pages 15 and 16) The proof also shows that James H. Devlin and Dora C. Devlin, his wife, were divorced by a decree of the Circuit Court of Anne Arundel County in 1923. [redacted] The Bill filed in that case by his wife recites that James H. Devlin was a non resident and his whereabouts were unknown. It also recites that no children were born to the parties as a result of that marriage. The death of James H. Devlin on 6/5/30 in Arkansas is established by the death certificate (Exhibit #2). The death certificate also indicates that Devlin was survived by his wife, Bessie Devlin, whose address was given as 122 1/2 Maple Avenue, North Little Rock, Arkansas. The proof establishes reasonable efforts to locate the wife of James H. Devlin. (Exhibit #1).

Bessie Devlin and "any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased" were all duly served by publication and a Decree Pro Confesso entered against them. It appears that the statutory requirements and the requirements of the Maryland Rules of Procedure have been complied with. Accordingly, it is recommended that the Court enter a Decree as prayed.

Case ready for decree August 18, 1964.
Attached form of decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

A. DANNY BISOGNE	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS.	*	FOR
ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED	*	ANNE ARUNDEL COUNTY
	*	EQUITY #13,114
	*	

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

D E C R E E

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

It is thereupon this 18th day of August, 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 Three Thousand Six Hundred Dollars ($3,600.00), the appraised value thereof, as testified to by the appraisers, and that John S. Collins and Eliot Siskind be, and they are hereby, appointed Trustees to make such sale and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court in the penalty of Three Thousand Six Hundred Dollars ($3,600.00) conditioned for the performance of the trust reposed in them by this Decree, or to be reposed in them by any future Order or Decree in the premises; they 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 they may think proper, the terms of which said sale shall be as follows: A deposit

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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%.

And as soon as may be convenient after said sale, the Trustees 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 Trustees, 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 Trustees 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 Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

Judge

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1964 AUG 18 AM 10: 35

BOOK 158 PAGE 560

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

BOND NO.
449784

A STOCK COMPANY

BOOK 12 PAGE 519

B O N D

No. 13,114 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN S. COLLINS and ELIOT SISKIND ------- **of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** THIRTY-SIX HUNDRED ($3,600.00) 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, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this** 31st **day of** August **, 19**64.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled A. Danny Bisogne vs. Heirs of James H. Devlin, etc. **dated** August 18, 1964, the said John S. Collins and Eliot Siskind ----- **were appointed Trustees to make sale of the property described in said proceedings, and the said** John S. Collins and Eliot Siskind ---------- **are about to execute said power and make sale of the property described in said proceedings.**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

[signature] **(SEAL)**
John S. Collins

WITNESS:
[signature]
Ethel M. Carle

[signature] **(SEAL)**
Eliot Siskind

GLOBE INDEMNITY COMPANY, a body corporate

By [signature]
John H. Hopkins, IV, Attorney-in-fact

SURETY

Bond approved this 1st day of September 1964
[signature], Clerk

FILED
1964 SEP 14 PM 12:00

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BOOK 158 PAGE 561

A. DANNY BISOGNE 1716 Kilbourne Place, NW Washington, D. C. Complainant vs. BESSIE DEVLIN 122½ Maple North Little Rock, Arkansas and ANY AND ALL UNKNOWN HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED, Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 13,114

* * * * *

REPORT OF SALE

The Report of Sale of John S. Collins and Eliot Siskind, Trustees, respectfully shows:

That under and by virtue of the Decree of this Honorable Court, dated the 18th day of August, 1964, John S. Collins and Eliot Siskind were appointed Trustees to make sale of the hereinafter described property. After having complied with the requisites of the said Decree and filing a Bond with the Clerk of this Honorable Court in the amount of $3,600.00, and all other requisites of said Decree, all right, title and interest to the hereinafter described property was sold to A. Danny Bisogne at a private sale on the 10th day of September, 1964 for the amount of $3,600.00, said property being the following:

All that parcel of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same in the center of the County road, at or near the end of the seventh line of the whole tract of land conveyed by William Anderson, father of Susanna Bowie, to the said Susanna Bowie, by deed dated the 10th day of February, 1872, recorded among the Land Records of said County in Liber S.H. 6 at folio 364, and running thence with the center of said road, (1) North 51½° West five hundred feet; thence (2) North 28 3/4°

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1964 SEP 18 PM 2:00

East 697 feet to a stake; thence (3) South 51½° East 500 feet to the seventh line of the whole tract; thence with the said 7th line, (4) South 28 3/4° West 697 feet, to the place of beginning, containing eight acres, more or less.

BEING property described in Deed dated December 10, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, folio 1, from Sylvia Owens Eccard and William G. Eccard, her husband, to A. Danny Bisogne.

BEING property described in Deed dated September, 1955 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 965, folio 300, from Frank P. Owens and Edith Owens, his wife, unto A. Danny Bisogne.

BEING property described in Deed dated February 17, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1044, folio 61, from Gilbert H. Owens and Dorothea E. Owens, his wife, unto A. Danny Bisogne.

The aforesaid deeds comprising the 4/5ths interest in the parcel of land described above.

The remaining 1/5th interest in the parcel of land described above was acquired by James H. Devlin in a Deed from Susanna A. Bowie, Widow, dated September 27, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 15, folio 488.

And the said Trustees further report that they have received from the Purchaser a check in the full amount of $3,600.00 and have executed a Purchaser's Agreement, a copy of the same is attached hereto and made a part hereof.

And the said Trustees further state that said sale was fairly made and is in accordance with the Decree of this Honorable Court dated the 18th day of August, 1964.

Respectfully submitted,

Eliot Siskind, Trustee

John S. Collins, Trustee
22 Baltimore-Annapolis Blvd., NE
Glen Burnie, Maryland 766-1877

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of September, 1964, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John S.Collins and Eliot Siskind, Trustees, and made oath in due form of law that the matters and things in the aforegoing Report of Sale are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

AGREEMENT OF SALE

THIS AGREEMENT Made this 16 day of September, 1964, by and between John S. Collins and Eliot Siskind, Trustees and Sellers, and A. Danny Bisogne, Purchaser.

WITNESSETH, the said John S. Collins and Eliot Siskind, Trustees, agree to sell to A. Danny Bisogne, Purchaser, who agrees to purchase the hereinafter referred to property for the sum of Thirty-six Hundred Dollars ($3,600.00). The aforesaid Trustees acknowledge the receipt of the sum of Thirty-six Hundred Dollars ($3,600.00) from the Purchaser in full payment of the hereinafter referred to property.

This sale is made subject to the terms of the Decree of the Circuit Court for Anne Arundel County, dated the 18th day of August, 1964 in Equity No. 13,114.

The property included in this sale is a tract of land located in the Fourth Election District containing eight (8) acres more or less and referred to and described in the aforesaid Equity Proceedings in the Circuit Court for Anne Arundel County, Equity No. 13,114.

Upon ratification of the herein sale by the Circuit Court for Anne Arundel County, the Trustees herein agree to deliver to the Purchaser a Deed to the aforesaid property in accordance with the Decree of the Court.

The money arising from this sale is to be distributed under the direction of the Circuit Court for Anne Arundel County all in accordance with the Decree dated the 18th day of August, 1964.

WITNESS THE hands and seals of the parties hereto on the date first above written.

Witness:

Joan Vogelman — (Seal)
JOHN S. COLLINS, Trustee, Seller

Joan Vogelman — (Seal)
ELIOT SISKIND, Trustee, Seller

Joan Vogelman — (Seal)
A. DANNY BISOGNE, Purchaser

(Exhibit)

FILED
1964 SEP 18 PM 2:00

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ORDER NISI

BOOK 158 PAGE 565

A. DANNY BISOGNE

versus

BESSIE DEVLIN and
ANY AND ALL UNKNOWN HEIRS, DEVISEES
AND NEXT OF KIN OF JAMES H. DEVLIN,
DECEASED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 13,114 Equity

Ordered, this 18th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by John S. Collins and Eliot Siskind, 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 $ 3,600.00

Clerk.

True Copy,

TEST: Clerk.

John S. Collins, Atty.
(Final Order)

The Star (for Sept. 24, Oct. 1,8,15 editions)

A. DANNY BISOGNE

versus

BESSIE DEVLIN and
ANY AND ALL UNKNOWN HEIRS, DEVISEES
AND NEXT OF KIN OF JAMES H. DEVLIN,
DECEASED.

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.

George Sachse
JUDGE.

FILED
1964 OCT 27 AM 8:54

ORDER NISI

A. DANNY BISOGNE
versus
BESSIE DEVLIN and
ANY AND ALL UNKNOWN
HEIRS, DEVISEES AND NEXT
OF KIN OF JAMES H. DEVLIN,
DECEASED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,114 Equity

Ordered this day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by John S. Collins and Eliot Siskind, 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 $3,600.00.

LOUIS N. PHIPPS, Clerk.
TRUE Copy, TEST:
LOUIS N. PHIPPS, Clerk.
John S. Collins, Atty.

Oct. 15.

BOOK 158 PAGE 566

OFFICE OF

THE STAR

GLEN BURNIE, MD., October 15, 1964

THIS IS TO CERTIFY, that the annexed advertisement of

Order NiSi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 26th day of October 1964, that is to say the same was inserted in the issues of September 24, October 1, 8,15, 1964

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED
1964 OCT 16 AM 10: 18

72

BOOK 158 PAGE 567

In the Case of

A. DANNY BISOGNE

VS.

ANY AND ALL UNKNONW HEIRS, DEVISEES AND NEXT OF KIN OF JAMES H. DEVLIN, DECEASED

In the

Circuit Court

For

Anne Arundel County

No. 13,114 Equity

To the Honorable, the Judges of said Court:

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

1964 DEC 23 AM 10:45 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th day of January, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: Alice Jankowski, deputy

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1965 JAN -8 PM 2:47

73

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Dr. A. Danny Bisogne VS Bessie Devlin and any and all unknown heirs, devisees and next of kin of James H. Devlin, deceased

In Acct. with John S. Collins and Eliot Siskind, Trustees

						Cr.	
By	Amount of Sale as per Trustees' Report of Sale filed			3,600	00		
						3,600	00
To	Trustees for commission, viz	138	00				
				138	00		
To	Trustees for court costs, ivz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	104	25				
	Auditor, this account	60	00				
				174	25		
To	Trustees for expenses, ivz						
	Capital-Gazette Press, Inc.						
	Order of Publication	117	56				
	Globe Indemnity Co. - bond	14	00				
	H. Warren Crawford, appraiser's fee	100	00				
	Henry M. Bachman, appraiser's fee	100	00				
	The Star - Nisi - Sale	17	00				
	Real Estate taxes 1955 to 1963	152	56				
	Adjustment, taxes from 1/1/64 to 9/16/64	53	32				
				554	44		
	BALANCE FOR DISTRIBUTION $2,733.31						
	DISTRIBUTION						
To	A. Danny Bisogne, 4/5	2,186	64				
To	Bessie Devlin and any and all unknown heirs, devisees and next of kin of James Devlin, deceased subject to further Order of Court	546	67				
				2,733	31		
						3,600	00

BOOK 158 PAGE 569

BEATRICE TURNER Cherry Hill Apt. 3001 Seabury Road Baltimore, Maryland 21225	+	IN THE CIRCUIT COURT
	+	FOR
Complainant	+	ANNE ARUNDEL COUNTY
V:		
	+	NO. 15,950 EQUITY
RODEL TURNER Route 1, Box 86 Marley Neck Road Glen Burnie, Maryland	+	
Respondent	+	

++++++++++++++++++++

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

BEATRICE TURNER, by her attorneys, Smith and Wohlgemuth, and John Demyan, Jr., respectfully shows:

FIRST: That by Deed dated June 30, 1944, by and between Marvin I. Anderson, Trustee, and RODEL TURNER and BEATRICE TURNER, his wife, said parties to the within action, became seized, as tenants by the entirety, in fee simple, of that lot in the Third Election District of Anne Arundel County, containing two (2) acres of ground, more or less, as more particularly described in a copy of the aforesaid Deed attached hereto and intended to be made a part hereof, said Deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 309, folio 274.

SECOND: That said real estate is free and clear of all liens and encumbrances.

THIRD: That your Complainant and Respondent were divorced a vinculo matrimonii on November 9, 1962, by the Circuit Court for Baltimore City, as is indicated by a copy of the Decree of Divorce attached hereto and intended to be made a part hereof.

FOURTH: That upon the divorce of the parties as aforesaid, the title to the property herein described vested in the Complainant and the Respondent, as tenants in common.

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1963 OCT 25 PM 3:43

LAW OFFICES
ITH & WOHLGEMUTH
ANNAPOLIS, MD.

FIFTH: That the parties hereto are unable to come to any agreement respecting disposition of the said property and that said real estate is not susceptible of division in kind without material loss and injury to the parties entitled to interests therein, as above stated; and that in order to make a division of said interests it will be necessary that said real estate be sold and the proceeds divided among the parties according to their respective interest and estate therein.

WHEREFORE, Your Complainant prays this Honorable Court:

(1) That a Decree may be passed for the sale of said property;

(2) That the proceeds of said sale may be distributed between the parties in interest according to their respective rights;

(3) That your Complainant may have such other and further relief as the nature of her case may require.

AND AS IN DUTY BOUND, etc.

SMITH AND WOHLGEMUTH

BY: Thomas J. Wohlgemuth

THOMAS J. WOHLGEMUTH
Four Church Circle
Annapolis, Maryland 21404
Telephone: COlonial 3-2646

Attorneys for Complainant

Beatrice Turner

BEATRICE TURNER
Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of October, 1963, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BEATRICE TURNER, and she made oath in due form of law that she has read the aforegoing Bill of Complaint for Partition, and that the same is true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal:

Dorothy W. Cronin, NOTARY PUBLIC

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

Equity No. 15,950

BOOK 158 PAGE 571

* * SHOW CAUSE ORDER * *

UPON the aforegoing Bill of Complaint for Partition sale, and Affidavit, it is ORDERED, by the Circuit Court for Anne Arundel County, this 28th day of October, 1963, that the defendant RODEL TURNER show cause on or before the 20th day of November, 1963, why the relief prayed in the aforegoing Bill of Complaint for Partition Sale should not be granted; provided a copy of the Bill of Complaint for Partition Sale and Order to Show Cause be served on the said RODEL TURNER, on or before the 8th day of November, 1963.

George Sachse
JUDGE

LAW OFFICES
ITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1963 OCT 29 PM 3:17

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 11th day of December 1963, 19 63, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, BEATRICE TURNER

Beatrice Turner

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.)

RODEL TURNER

~~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 11th day of December, 19 63.

Notarial Seal

Charles Pearson
Notary Public.

My Commission will expire on:
May 3, 1965

Filed,

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1963 DEC 16 PM 1:27

BOOK 158 PAGE 573

BEATRICE TURNER	+	IN THE CIRCUIT COURT FOR
Complainant	+	ANNE ARUNDEL COUNTY
V:		
RODEL TURNER	+	NO. 15,950 EQUITY
Respondent	+	

++++++++++++

PETITION FOR
DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, BEATRICE TURNER, by her attorneys, Smith and Wohlgemuth, and John Demyan, Jr., respectfully shows:

FIRST: That the Defendant, RODEL TURNER, was served on October 29, 1963, with Summons, copy of the Bill of Complaint, and Show Cause Order dated October 28, 1963.

SECOND: That the time for filing an answer or other pleading by the said Defendant has expired.

THIRD: That the Defendant has not filed an answer or other pleading in response to service of process.

WHEREFORE, the Complainant prays this Honorable Court to grant her a Decree Pro Confesso, and that the action may proceed ex parte against the Defendant, RODEL TURNER.

AND AS IN DUTY BOUND, etc.

SMITH AND WOHLGEMUTH

BY: THOMAS J. WOHLGEMUTH

JOHN DEMYAN, JR.

Attorneys for Complainant

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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1963 DEC 16 PM 1:25

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++ ORDER OF COURT ++

UPON consideration of the aforegoing Petition for Decree Pro Confesso, it is, this 16th day of December, 1963, by the Circuit Court for Anne Arundel County, ORDERED: That the within action be taken Pro Confesso against the Defendant, RODEL TURNER; and that THOMAS J. WOHLGEMUTH be, and he is hereby, appointed Trustee to make sale of the property referred to in the Bill of Complaint herein filed; and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of Five Thousand DOLLARS ($5,000), 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 notice thereof by advertisement inserted in such newspaper or newspapers published in Anne Arundel County at least once each week for three (3) successive weeks, of the time, place, manner and terms of such sale, the first such publication to be not less than fifteen (15) days prior to said sale, and the last such publication to be not more than one (1) week prior to said sale; terms shall be all cash, and as soon as may be convenient after such sale, and in no event more than thirty (30) days after the date thereof, the said Trustee shall return to this Court a full and particular report of his proceedings, relative to such sale with an annexed affidavit of the truth thereof, and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and upon payment of the whole purchase money, the said Trustee shall by a good and sufficient Deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them, free and clear and discharged from all claims of the parties hereto, Plaintiff and Defendant, and those claiming by, from, or under them, or either of them; and the said

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

6

Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

JUDGE

I HEREBY CERTIFY that on this 31 day of December, 1963, I mailed a copy of the aforegoing Petition and Order to Mr. Rodel Turner, Route 1, Box 86, Marley Neck Road, Glen Burnie, Maryland, the Defendant in this case.

Attorney for Complainant

LAW OFFICES
ITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1963 DEC 17 PM 3:03

SMITH AND WOHLGEMUTH
Attorneys
Four Church Circle
Annapolis, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Two Acres of ground improved by one dwelling house located in Third Election District, Anne Arundel County, Maryland.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity No. 15,950, Beatrice Turner versus Rodel Turner, the undersigned Trustee will sell at public auction, at the Court House door in Annapolis, Maryland, on

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

All that lot of ground improved by one dwelling house consisting of two bedrooms, living room, kitchen, porch, as well as a half-finished block dwelling 36' by 48' with subflooring and partitioning; situated in the Third Election District of Anne Arundel County and described as follows:

BEGINNING for the outlines thereof at a post planted at a point in the Third Election District of Anne Arundel County, State of Maryland, at the end of the first line of Lot No. 3 in the Plat and Survey made by John Duvall, Surveyor, April 19, 1857, in the division of the real estate of William Turner (deceased) and the beginning point of Lot No. 4 on the same Plat; thence No running with the first line of said Lot No. 4 S 24 degrees East 295 feet; thence N 66-½ degrees East 295 feet 5"; thence N 24 degrees West 295 feet to Lot No. 3; thence with the same Lot No. 3 on the third line thereof, reversely, S 66-½ degrees West 295 feet 5" to the place of beginning, containing two acres of land, more or less; it being part of the same allotted to Charlotte Spencer in the division of her father's real estate as by reference thereon being known as Box 86, Route 1, Marley Neck Road, Glen Burnie, Maryland; BEING the same property conveyed to Richard A. Turner by Charlotte Spencer and William Spencer, her husband, by Deed dated November 16, 1898, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 427.

TERMS OF SALE: Cash. A deposit of $300.00 at time of sale, balance in cash upon the 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 taxes, if any, to be adjusted to date of sale. Cost of all documentary stamps, recordation tax and transfer tax to be borne by purchaser.

THOMAS J. WOHLGEMUTH
Trustee,
GEORGE SCIBLE
Auctioneer

M-26

OFFICE OF 15950

Maryland Gazette

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

BOOK 158 PAGE 576

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1964

We hereby certify, that the annexed

Trustee's Sale

Rodel Turner

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 3rd day of April, 1964. The first insertion being made the 12th day of March, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 MAR 30 PM 4:22

By [illegible]

GEORGE W. SCIBLE . . . . . Auctioneer

SMITH & WOHLGEMUTH, Attorneys
FOUR CHURCH CIRCLE
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

Two Acres of ground improved by one dwelling house located in Third Election District, Anne Arundel County, Maryland.

By virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity No. 15,950, Beatrice Turner versus Rodel Turner, the undersigned Trustee will sell at public auction, at the Court House door in Annapolis, Maryland, on

Friday, April 3, 1964

AT 2:00 O'CLOCK P.M.

All that lot of ground improved by one dwelling house consisting of two bedrooms, living room, kitchen, porch, as well as a half-finished block dwelling 36' by 48' with sub-flooring and partitioning; situated in the Third Election District of Anne Arundel County and described as follows:

BEGINNING for the outlines thereof at a post planted at a point in the Third Election District of Anne Arundel County, State of Maryland, at the end of the first line of Lot No. 3 in the Plat and Survey made by John Duvall, Surveyor, April 19, 1857, in the division of the real estate of William Turner (deceased) and the beginning point of Lot No. 4 on the same Plat; thence running with the first line of said Lot No. 4 S 24° East 295 feet; thence N 66½° East 295 feet 5"; thence N 24° West 295 feet to Lot No. 3; thence with the same Lot No. 3 on the third line thereof, reversely, S 66½° West 295 feet 5" to the place of beginning, containing two acres of land, more or less; it being part of the same allotted to Charlotte Spencer in the division of her father's real estate as by reference thereon being known as Box 86, Route 1, Marley Neck Road, Glen Burnie, Maryland; BEING the same property conveyed to Richard A. Turner by Charlotte Spencer and William Spencer, her husband, by Deed dated November 16, 1898, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 427.

TERMS OF SALE: Cash. A deposit of $300.00 at time of sale, balance in cash upon the 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 taxes, if any, to be adjusted to date of sale. Cost of all documentary stamps, recordation tax and transfer tax to be borne by purchaser.

THOMAS J. WOHLGEMUTH
Trustee

I, ~~XXXXXXXX~~ RODEL R. TURNER hereby certify that I purchased at public auction on the 3rd day of April, 1964, at the Court House door at Annapolis, Maryland, from Thomas J. WOHLGEMUTH, Trustee, all that lot or parcel of ground and improvements described on the reverse side hereof at and for the sum of TWENTY-TWO HUNDRED DOLLARS ($2200), of which sum I have this day paid THREE HUNDRED DOLLARS ($300), and I hereby promise and agree to pay the balance of the said purchase price with adjustments in accordance with the stated terms of sale upon final ratification of said sale ~~upon final ratification of said sale~~ by the Circuit Court for Anne Arundel County.

Rodel R. Turner (SEAL)

I, GEORGE W. SCIBLE, do hereby certify that I sold at public auction at the Court House door at Annapolis, Maryland, on the 3rd day of April, 1964, for THOMAS J. WOHLGEMUTH, Trustee, all that lot or parcel of ground and improvements described on the reverse side hereof to RODEL R. TURNER at and for the sum of TWENTY-TWO HUNDRED DOLLARS ($2200), which was the highest bid received at the said sale, and I further certify that to the best of my knowledge the sale as conducted was a fair sale.

GEORGE W. SCIBLE

AUCTIONEER

FILED

1964 MAY -1 PM 12:39

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 3rd day of April, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RODEL R. TURNER and he made oath in due form of law that he purchased the property described on the reverse side hereof, at public auction for the sum of TWENTY-TWO HUNDRED DOLLARS ($2200); that he was acting upon his own behalf and is the only party interested as principal; that he has not directly or indirectly discouraged anyone from bidding upon the said property.

Rodel R. Turner

Rodel R. Turner

AS WITNESS my hand and Notarial Seal:

Barbara L. Lee

, NOTARY PUBLIC

FILED

1964 MAY -1 PM 12:39

BEATRICE TURNER	+	IN THE CIRCUIT COURT FOR
Complainant	+	ANNE ARUNDEL COUNTY
V:		
RODEL TURNER	+	NO. 15,950 EQUITY
Respondent	+	

++++++++++++++

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of THOMAS J. WOHLGEMUTH, Trustee appointed by the prior Order of this Court dated December 16, 1963, to make sale of the property hereinafter mentioned, respectfully shows:

That under and by virtue of the aforesaid Decree of this Court dated December 16, 1963, after filing the bond required by said Order, and after having given due notice of the time, place, manner and terms of sale by advertisement in a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the aforesaid Decree, and of the law for such cases made and provided, your said Trustee offered the property mentioned in these proceedings for sale at public auction at the Court House door, in the City of Annapolis, on Friday, April 3, 1964, at two o'clock P.M., and then and there sold the said property to RODEL R. TURNER at and for the sum of TWENTY-TWO HUNDRED DOLLARS ($2,200.00), the said sum being the highest bid received therefor, and the said property being described as follows:

> BEGINNING for the outlines thereof at a post planted at a point in the Third Election District of Anne Arundel County, State of Maryland, at the end of the first line of Lot No. 3 in the Plat and Survey made by John Duvall, Surveyor, April 19, 1857, in the division of the real estate of William Turner (deceased) and the beginning point of Lot No. 4 on the same plat; thence running with the first line of said Lot No. 4, S 24° East 295

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED

1964 MAY -1 PM 12:39

12

feet; thence N 66-1/2° East 295 feet 5 inches; thence N 24° West 295 feet to Lot No. 3; thence with the same Lot No. 3 on the third line thereof, reversely, S 66-1/2° West 295 feet five inches to the place of beginning, containing two acres of land more or less; it being part of the same allotted to Charlotte Spencer in the division of her father's real estate as by reference thereon; being known as Box 86, Route 1, Marley Neck Road, Glen Burnie, Maryland.

And your said Trustee further reports that he has received from the said purchaser a deposit as required by the terms of the sale, and the purchaser has agreed to comply with the terms of the sale, which are as follows: A cash deposit of $300.00 at the time and place of sale, the balance of the purchase price to be paid in cash, upon final ratification of the sale by the Circuit Court for Anne Arundel County, the deferred balance to bear interest from the date of sale, all taxes and public charges to be adjusted to the date of sale.

AND AS IN DUTY BOUND, etc.

THOMAS J. WOHLGEMUTH

TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of April, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. WOHLGEMUTH, Trustee, and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true and correct to the best of his knowledge and belief, and that the sale herein reported was fairly made.

AS WITNESS my hand and Notarial Seal:

DOROTHY W. CRONIN, NOTARY PUBLIC

ORDER NISI

BOOK 158 PAGE 582

BEATRICE TURNER

versus

RODEL TURNER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,950 Equity

Ordered, this 1st day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Wohlgemuth, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June next.

The report states that the amount of sale was $ 2200.00

Louis N. Phipps Clerk.

True Copy,

Thomas J. Wohlgemuth, Atty

(Final Order)

TEST: Clerk.

For the Maryland Gazette(May 7th Edition)

BEATRICE TURNER

versus

RODEL TURNER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of June, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Duckett

JUDGE.

FILED

1964 JUN -9 PM 3:45

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,950 Equity
BEATRICE TURNER
VERSUS
RODEL TURNER

Ordered, this 1st day of May, 1964, That the sale of the property in these proceedings mentioned made and reported by Thomas J. Wohlgemuth, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of June next.

The report states that the amount of sale was $2200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 583

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 15,950 Rodel Turner 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 8th day of June, 1964. The first insertion being made the 7th day of May, 1964.

FILED
1964 JUN -1 PM 2:49

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 6595

15

BEATRICE TURNER	+	IN THE
Complainant	+	CIRCUIT COURT
V:	+	FOR
RODEL TURNER	+	ANNE ARUNDEL COUNTY
Respondent	+	No. 15,950 EQUITY

++++++++++++++++++++++++

PETITION TO FILE BOND NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Petitioner, THOMAS J. WOHLGEMUTH, Trustee, appointed by prior Order of this Court dated December 16, 1963, respectfully says:

1. That the property, the subject of this Partition Proceeding, was sold in accordance with the terms of the Court dated December 16, 1963 at public auction on April 3, 1964.

2. That the Petitioner inadvertently failed to file the bond required prior to said sale, although it was in his possession prior thereto.

WHEREFORE, may it please this Honorable Court to grant the Petitioner the right to file the said Trustee's Bond Nunc Pro Tunc as of April 2, 1964, the day prior to the aforesaid sale.

THOMAS J. WOHLGEMUTH
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of December 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS J. WOHLGEMUTH, Trustee, and he made oath in due form of law that the matters and things stated in the aforegoing Petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal:

Notary Public

My commission expires May 3, 1965

FILED
1964 DEC 15 PM 12:06

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

10

BOOK 158 PAGE 585

ORDER OF COURT

ORDERED this 15th day of December, 1964 that the Petitioner be allowed to file in the within proceedings Nunc Pro Tunc as of April 2, 1964, Trustee's Bond as required by Order of this Honorable Court dated December 16, 1963.

[signature]
JUDGE

LAW OFFICES
MITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1964 DEC 16 AM 11:08

17

Trustee—Md.

Bond 91-64-11

BOOK 158 PAGE 586

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

No. 15,950 Equity

BOOK 12 PAGE 599

Know All Men by These Presents:

THAT WE Thomas J. Wohlgemuth

4 Church Circle, Annapolis, Maryland

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 Five Thousand and No/100 - - - - - - - - - - - - - - - ($5,000.00) - - - - 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 16th day of December in the year nineteen hundred and sixty-three

WHEREAS, the above bounden Thomas J. Wohlgemuth by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, has been appointed trustee to sell land (Docket No. 15,950 Equity)

mentioned in the proceedings in the case of Beatrice Turner

vs.

Rodel Turner

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Thomas J. Wohlegemuth

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

[SEAL]

[SEAL]

GLENS FALLS INSURANCE COMPANY

By L. E. King Attorney [SEAL]

Nunc Pro Tunc as of April 2, 1964

Bond approved this 16 day of December, 1964

Louis N. Phipps, Clerk

FILED
1964 DEC 16 PM 3:48

Form 1195

18

BOOK 158 PAGE 587

In the Case of

BEATRICE TURNER

vs.

RODEL TURNER

In the

Circuit Court

For

Anne Arundel County

No. 15,950 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 22 PM 12:01

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of January, 1965, 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

1965 JAN -7 AM 11:30

Dr. Beatrice Turner VS Rodel Turner

In Acct. with Thomas J. Wohlgemuth, Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report						
	of Sale filed			2,200	00		
By	Interest 6% on deferred payment,						
	$1,700.00 from 4/3/64 to 12/10/64			90	00		
						2,290	00
To	Trustee for commission, viz	99	00				
				99	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	44	75				
	Sheriff,	2	00				
	Auditor, this account	35	00				
				91	75		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	84	57				
	Speer Publications Inc. - hand bills	18	03				
	Glens Falls Indemnity Co. - bond	50	00				
	George W. Scible, auctioneer's fee	25	00				
				177	60		
	BALANCE FOR DISTRIBUTION $1,921.65						
	Distribution						
To	Beatrice Turner, ½	960	83				
To	Rodel Turner, ½	960	82				
				1,921	65		
						2,290	00

Present Fair Market Value: $12,990.00

BOOK 158 PAGE 589

PETITION FOR FORECLOSURE

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC., ASSIGNEE

VS.

JOSEPH A. BOVA AND BETTY J. BOVA, HIS WIFE

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO. 16,505

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 4th day of September A. D. 1962 the defendant executed and delivered to Old Court Savings and Loan, Inc. a mortgage upon certain leasehold property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 12,990.00 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~~ which mortgage was assigned by Old Court Savings and Loan, Inc. unto Sequoia Savings and Loan Association, Inc., Plaintiff herein; all of which will appear from said mortgage and short assignment, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said mortgage is now in default.

And your petitioner pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Jacob L. Cardin, *Attorney for Plaintiff*

FILED
1964 AUG -4 AM 9:59

Petitioner's Exhibit No. 1

VA Form VB4-6818 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 158 PAGE 590

BOOK 1593 PAGE 124

MARYLAND

MORTGAGE

No. 16,505 Equity

THIS MORTGAGE, made this 4th day of September, A. D. 1962, by and between JOSEPH A. BOVA & BETTY J. BOVA, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and OLD COURT SAVINGS AND LOAN, INC., a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND NINE HUNDRED NINETY and 00/100 Dollars ($ 12,990.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one fourth per centum (5 1/4%) per annum until paid, principal and interest being payable at the office of OLD COURT SAVINGS AND LOAN, INC., in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-one and 76/100 ---------- Dollars ($ 71.76), commencing on the first day of September, 1962, 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 August, 1992. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being known and designated as lot #27, Block F, as designated and shown on Plat entitled "Plat #4, Suburbia" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 78, the improvements thereon now being known as #905 Princeton Terrace.

BEING the same lot of ground which by Deed of Assignment of even date, and recorded or inteded to be recorded immediately hereto among the Land Records of Anne Arundel County was assigned by Suburbia Construction Company, Inc. unto the within Mortgagors.

Randallstown, Maryland

February 21, 1963

FOR VALUE RECEIVED, Old Court Savings and Loan, Inc., hereby assigns all of its right, title, and interest, in and to the within Mortgage and indebtedness secured thereby, unto Sequoia Savings and Loan Association, Inc., WITHOUT RECOURSE.

AS WITNESS, the seal of the Corporation and the signature of William I. Weinstein, President thereof.

ATTEST:

Lillian D. Johnson

OLD COURT SAVINGS AND LOAN, INC.

BY: William I. Weinstein, President

FILED

1964 AUG -4

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to an annual ground rent of one hundred and fifty ($150.00) dollars payable in semi-annual installments on the 24th days of August and February 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 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or , 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

4

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 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:

William I. Weinstein

William I. Weinstein

Joseph A. Bova [SEAL]

[SEAL]

Betty J. Bova [SEAL]

[SEAL]

STATE OF MARYLAND, COUNTY OF BALTIMORE to wit: BOOK 1593 PAGE 128

I HEREBY CERTIFY, That on this 4th day of September, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared JOSEPH A BOVA AND BETTY J. BOVA, HIS WIFE the above named Mortgagors, and THEY acknowledged the foregoing mortgage to be THEIR act.

At the same time also personally appeared WILLIAM I WEINSTEIN the PRESIDENT of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

1100 Manley F. Gately
Notary Public.

MANLEY F. GATELY NOTARY PUBLIC BALTIMORE CO., MD.

...ed for record Sept. 6, 1962 at 11:07 A.M.
...ded to William I. Weinstein

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 FEB 25 AM 9:42
RECORDED IN LIBER LHP NO. 1593 FOLIO 128
LOUIS N. PHIPPS, CLERK

STATE OF MARYLAND

Mortgage

FROM Joseph A. Bova and Betty J. Bova, his wife

TO Old Court Savings and Loan, Inc.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 SEP - 7 AM 11:07
& RECORDED IN LIBER LHP NO. 1593 FOLIO 124
LOUIS N. PHIPPS, CLERK

Received for Record 19 at o'clock M.
Same day recorded in Liber No. Folio &c.,
one of the Land Records of
and examined per
Cost of Record, $ 1100 Clerk.

☆ U. S. GOVERNMENT PRINTING OFFICE: 1957—O-427789

William I. Weinstein
attorney at Law
8654 Liberty Road
Randallstown, Maryland

BOOK 158 PAGE 594

STATEMENT OF MORTGAGE CLAIM

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOSEPH A. BOVA and BETTY J. BOVA, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No 16,505 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage Loan	$12,990.00
Paid on Account	258.44
	$12,731.56
Interest	389.90
	$13,121.46
Credit Expense Account	39.39
TOTAL BALANCE-	$13,082.07

12,731.56
39.39
692.17

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 3rd 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 Solomon Lehman, Vice President of Sequoia Savings and Loan Association, Inc.,

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

FILED
1964 AUG -4 AM 9:59

As witness my hand and Notarial Seal,

Joann V. Field

Joann V. Field, *Notary Public.*

BOOK 158 PAGE 595

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

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOSEPH A. BOVA and BETTY J. BOVA, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,505 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 The City of Baltimore ~~said City~~ personally appeared Solomon Lehman, Vice President of Sequoia 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.

Affiant.
Solomon Lehman

Subscribed and sworn to before me

this 3rd day of August, 1964.

Notary Public
Joann V. Field

FILED

1964 AUG -4 AM 9:58

DECREE FOR SALE OF MORTGAGE PREMISES

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOSEPH A. BOVA and BETTY J. BOVA, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,505 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 4th day of August in the year nineteen hundred and SIXTY-FOUR, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Hersh Stein be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Thirteen Thousand ($13,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given ~~xxxxxxxxxxxxxx~~ notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County * ~~he shall think proper~~ of the time, place, manner and terms of sale, which shall be cash, deposit of $1,300.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

* at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale. (Md. Rule W 74 - 2 (i))

O. Bruce Duckett

FILED
1964 AUG -4 PM 2:47

BOOK 158 PAGE 597

BOOK 12 PAGE 533

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

No. 16,505 Equity

BOND NO: 0466-0349-1920-64

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Hersh Stein - 233 Equitable Building - Baltimore 2, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its chorter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTEEN THOUSAND AND NO/100 - - - - Dollars ($ 13,000.00 - - -), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and eoch of our heirs, executors, administrators, successors and ossigns, jointly and severally, firmly by these presents.

Sealed with our seals ond dated this 21st doy of September in the yeor of our Lord one thousand nine hundred and sixty-four.

WHEREAS, the above bounden Hersh Stein

by virture of a decree of the Honoroble the Judge of the Circuit Court of Anne Arundel County, Maryland

has been appointed trustee to sell property 905 Princeton Terrace - Glen Burnie, Maryland

mentioned in the proceedings in the case of

Sequoia Savings and Loan Association, Inc.

vs.

Joseph A. and Betty J. Bova

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Hersh Stein

does and shall well and faithfully perform the trust reposed in him by soid decree or that may be resposed in him by ony 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

Joann V. Field

Hersh Stein (Seal)
Hersh Stein

(Seol)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

Witness: J. McDuffie
J. McDuffie

By R. H. Nichols
R. H. Nichols, Attorney-in-fact

Bond approved this 29th day of September 1964

Louis N. Phipps Clerk

FILED 1964 SEP 29 AM 9:42

2-307-Md. Trustee—Receiver Ed. Date: 6-64

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

VS.

JOSEPH A. BOUA AND BETTY J. BOUA HIS WIFE

JACOB L. CARDIN
Solicitor
233 Equitable Building

Trustee's Sale
OF
VALUABLE MODERN LEASEHOLD DWELLING

905 PRINCETON TERRACE
Suburbia
Anne Arundel County, Maryland

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned, Trustee will sell at public auction on the premises, on

FRIDAY, OCT. 2, 1964
AT 2 O'CLOCK P.M.

ALL THAT LOT OF GROUND and the improvements thereon situate in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 27, Block F, as designated and shown on Plat entitled "Plat No. 4, Suburbia" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 78, the improvements thereon now being known as No. 905 Princeton Terrace. Subject to an annual ground rent of $150 and improved by a modern dwelling property.

Terms of Sale: Cash. A deposit of $1,300 will be required of the purchaser at time of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to date of settlement. Taxes, ground rent and all other expenses to be adjusted from date of sale. Documentary stamps and County transfer charges, if any, to be paid by the purchaser.

HERSH STEIN, Trustee

ALEX COOPER
AUCTIONEERS, INC.
Plaza 2-4868 212 N. Calvert St.
Baltimore 2, Maryland

O-1

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity
#16,505

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 2nd day of October 1964, sold the property described in the attached advertisement of sale at and for the sum of $12,250.00 to SEQUOIA SAVINGS AND LOAN ASSOCIATION, 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 2nd day of October 1964, purchased the property described in the attached advertisement of sale from Hersh Stein, Trustee at and for the sum of $12,250.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

SEQUOIA SAVINGS AND LOAN ASSOCIATION INC.
by: Jacob L. Cardin
Purchaser
JACOB L. CARDIN - PRES.

FILED
1964 OCT -5 AM 9:17

STATE OF MARYLAND, CIT OF BALTIMORE Sct:

BOOK 158 PAGE 599

I HEREBY CERTIFY, that on this 2ND day of OCTOBER, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, ~~Baltimore County~~, personally appeared JACOB L. CARDIN - PRES. OF SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC. purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, or he purchased same as agent and his principal is SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC., and that he has not directly or indirectly discouraged anyone from bidding for the said 905 WINCHESTER TERRACE mentioned in the said Report of Sale.

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.
by Jacob L. Cardin (SEAL)
Purchaser
JACOB L. CARDIN - PRES.

Purchaser

Joann W. Field
Notary Public
JOANN W. FIELD

FILED
1964 OCT -5 AM 9:17

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOSEPH A. BOVA and BETTY J. BOVA, HIS WIFE

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY [redacted] - IN EQUITY # 16,505

AUCTIONEER'S AFFIDAVIT

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

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A Cooper this 2nd Day of October, 1964

Bessie Kah
Notary Public

FILED
1964 OCT -5 AM 9:17

12

REPORT OF SALE

BOOK 158 PAGE 601

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

vs.

JOSEPH A. BOVA and BETTY J. BOVA, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

In Equity No. 16,505

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

The Report of Sale of Hersh Stein, ---------- Trustee appointed by the decree in the above entitled cause, to make sale of 905 Princeton Terrace in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of HIS trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Maryland Gazette

Anne Arundel County

daily newspaper published in ~~BALTIMORE CITY~~ for more than three successive weeks preceding the day of sale, said Trustee, Hersh Stein, did pursuant to said notice on Friday, the 2nd day of October, 19 64, at 2:00 o'clock P. M. attend on the premises and then and there sold property no. 905 Princeton Terrace, at and for the price of $12,250.00, subject to the annual rent of $150.00, to Sequoia Savings and Loan Association, Inc., it being the highest bidder.

Hersh Stein

Hersh Stein, Trustee

FILED
1964 OCT -5 AM 9:17

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 2ND day of October, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hersh Stein, ---------- ---------- Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Joann V. Field

Joann V. Field, *Notary Public.*

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ORDER NISI

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

versus

JOSEPH A. BOVA and BETTY J. BOVA, HIS WIFE

BOOK 158 PAGE 602

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,505 Equity

Ordered, this 5th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Hersh Stein, Trustee

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 $ 12,250.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Jacob L. Cardin, Atty.
(Final Order)

For the Maryland Gazette (Oct. 8th Edition)

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

versus

JOSEPH A. BOVA and BETTY J. BOVA, his wife

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 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 NOV 10 AM 11:01

14

BOOK 158 PAGE 603

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
JOSEPH A. BOVA and BETTY J. BOVA, his wife	:	ANNE ARUNDEL COUNTY
	:	
		In Equity
	:	
		No. 16,505
	:	

: : :

PETITION TO SUBSTITUTE PURCHASER

The Petition of Hersh Stein, Trustee, respectfully represents unto your Honor:

1. That your Petitioner, by Report of Sale filed in this proceeding on October 5, 1964, sold certain leasehold property situate in Anne Arundel County and known as No. 905 Princeton Terrace, and described in these proceedings to Sequoia Savings and Loan Association, Inc.

2. That said purchaser has requested your Petitioner to substitute as purchaser in its place and stead J. S. Gleason, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, his successors and assigns, whose address is Veterans' Administration, Washington, D. C. 20420, who has requested to be so substituted.

WHEREFORE, your Petitioner prays this Honorable Court to substitute J. S. Gleason, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, his successors and assigns, whose address is Veterans' Administration, Washington, D. C. 20420, as purchaser in the place and stead of Sequoia Savings and Loan Association, Inc.

Hersh Stein

Hersh Stein, Trustee
233 Equitable Building
Baltimore, Maryland 21202
SAratoga 7-3868

ARDIN AND CARDIN
ATTORNEYS AT LAW
233 EQUITABLE BLDG.
VERT AND FAYETTE STS.
BALTIMORE 2, MD.

FILED
1964 OCT -8 AM 9:47

15

ASSENT

Sequoia Savings and Loan Association, Inc., hereby assents to the substitution of J. S. Gleason, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, his successors and assigns, whose address is Veterans' Administration, Washington, D. C. 20420, as purchaser in its place.

SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.

By: _____
Jacob L. Cardin, President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hersh Stein, Trustee, and made oath in due form of law that the facts set forth in the within Petition are true and bona fide.

AS WITNESS my hand and Notarial seal.

_____
Joann V. Field, Notary Public

CARDIN AND CARDIN
ATTORNEYS AT LAW
SUITE 233 EQUITABLE BLDG.
CALVERT AND FAYETTE STS
BALTIMORE 2, MD.

16

BOOK 158 PAGE 605

ORDER

Upon the aforegoing Petition, Assents and Affidavit, it is this 8th day of October, 1964, ORDERED and DECREED by the Circuit Court of Anne Arundel County that J. S. Gleason, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, his successors and assigns, whose address is Veterans' Administration, Washington, D. C., 20420, is hereby substituted as the purchaser of 905 Princeton Terrace, in the same manner and to the same extent as if he had originally purchased the said property at said auction sale, provided, however, that the liability of the original purchaser is not hereby released.

Judge

ARDIN AND CARDIN
ATTORNEYS AT LAW
E 233 EQUITABLE BLDG.
VERT AND FAYETTE STS.
BALTIMORE 2, MD.

FILED
1964 OCT -8 PM 1:17

17

JACOB L. CARDIN
Solicitor
233 Equitable Building

Trustee's Sale

OF VALUABLE MODERN LEASEHOLD DWELLING

905 PRINCETON TERRACE
Suburbia
Anne Arundel County, Maryland

By Virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, the undersigned, Trustee will sell at public auction on the premises, on

FRIDAY, OCT. 2, 1964
AT 2 O'CLOCK P.M.

ALL THAT LOT OF GROUND and the improvements thereon situate in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 27, Block F, as designated and shown on Plat entitled "Plat No. 4, Suburbia" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 78, the improvements thereon now being known as No. 905 Princeton Terrace. Subject to an annual ground rent of $150 and improved by a modern dwelling property.

Terms of Sale: Cash. A deposit of $1,300 will be required of the purchaser at time of sale, balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity, and to bear interest from date of sale to date of settlement. Taxes, ground rent and all other expenses to be adjusted from date of sale. Documentary stamps and County transfer charges, if any, to be paid by the purchaser.

HERSH STEIN, Trustee

ALEX COOPER
AUCTIONEERS, INC.
Plaza 2-4868 212 N. Calvert St.
Baltimore 2, Maryland

O-1

No. 18

OFFIC OF

Maryland Gazette

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

BOOK 158 PAGE 606

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1964

We hereby certify, that the annexed Trustee's Sale 905 Princeton Terrace

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 October, 1964. The first insertion being made the 10th day of September, 1964.

FILED
1964 OCT 13 PM 2 17

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

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,505 Equity
SEQUOIA SAVINGS AND LOAN ASSOCIATION, INC.
versus
JOSEPH A. BOVA and BETTY J. BOVA, his wife

Ordered, this 5th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Hersh Stein, Trustee, 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 $12,250.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-29

FILED

1964 NOV -2 PM 2:47

No. M.C. 94-20

19

OFFIC OF

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 158 PAGE 607

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq 16,505
Joseph A. Bova

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 8th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Vilghman

In the Case of

SEQUOIA SAVINGS & LOAN ASSOC., INC.,
ASSIGNEE

VS.

JOSEPH A. BOVA, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,505 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 31 AM 11:37

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of January, 1965, 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
1965 JAN 18 PM 4:31

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Dr. Mortgaged Real Estate of Joseph A. Bova and Betty J. Bova, his wife

BOOK 158 PAGE 609

In Acct. with Hersh Stein, Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report of Sale filed			12,250	00		
By	Interest 6% on deferred payment, $10,950.00 from 10/2/64 to 11/12/64			73	00		
						12,323	00
To	Trustee in lieu of fee and commission, viz	250	00				
				250	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	25				
	Auditor, this account	35	00				
				74	25		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	78	00				
	New Amsterdam Casualty Co. - bond	52	00				
	Alex Cooper, Auctioneers Inc. - fee	35	00				
				165	00		
To	Sequoia Savings & Loan Assoc., Inc., Mortgagee on account of Mortgage claim	11,833	75				
				11,833	75		
						12,323	00
	Balance due on mortgage as per claim filed	13,082	07				
	Interest 5¼% on principal balance $12,692.17 from 8/3/64 to 1/15/65	295	88				
		13,377	95				
	Credit amout allowed above	11,833	75				
	This amount subject to decree in personam	1,544	20				