BOOK 160 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES DAVID WITT AND CHARLOTTE R. WITT, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

No. 16,674

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 James David Witt and Charlotte R. Witt, his wife to Baltimore Federal Savings and Loan Association, dated June 22nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1307 folio 190.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

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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 160 PAGE 2

BOOK 1307 PAGE 190

MARYLAND

No. 16,674 Equity

MORTGAGE

THIS MORTGAGE, made this 22nd day of June, A. D. 19 59, by and between JAMES DAVID WITT and CHARLOTTE R. WITT, 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 THIRTEEN THOUSAND FOUR HUNDRED NINETY and 00/100 Dollars ($13,490.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and three-quarters per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at sueh other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy and 37/100 Dollars ($ 70.37), commeneing on the first day of August, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of prineipal and interest, if not sooner paid, shall be due and payable on the first day of June, 19 89. 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 seeure future advanees 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 eonsideration of the premises and the sum of One Dollar ($1) this day paid, the reeeipt whereof is hereby aeknowledged, the Mortgagor does hereby grant, eonvey, 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. 28 Block N Section 1, as shown on "Plat No. 1, Country Club Manor" dated May 1958 by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 53. The improvements thereon being known as 1420 Oakdale 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 herein Mortgagors.

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* 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 [illegible]

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred twenty ($120.00) Dollars payable half-yearly on the 9th days of January and July 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

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: Edmund M. Ward

James David Witt [SEAL]
James David Witt

[SEAL]

Charlotte R. Witt [SEAL]
Charlotte R. Witt

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 22nd day of June, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~, personally appeared James David Witt and Charlotte R. Witt, 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.

11:06 Edmund M. Ward
EDMUND M. WARD Notary Public.

Rec'd for record June 25, 1959 at 1:13 P.M.
Mailed to The Colonial Title Guarantee Co.

51083

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
JAMES DAVID WITT AND
CHARLOTTE R. WITT, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JAMES DAVID WITT AND CHARLOTTE R. WITT, HIS WIFE	:	In Equity - No. 16,674

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the Mortgage from James David Witt and Charlotte R. Witt, his wife to Baltimore Federal Savings and Loan Association dated the 22nd day of June 19 59 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1307 Folio 190

Amount of Mortgage	$13,490.00
Less - amount paid on principal	874.04
	12,615.96
Plus - interest to 9/16/64	276.26
	12,892.22
Less - balance in expense account	17.13
	12,875.09

12,615.96 / 17.13 / 12,875.09

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October 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

Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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BOOK 160 PAGE 7

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR
JAMES DAVID WITT and CHARLOTTE R. WITT, his wife	*	ANNE ARUNDEL COUNTY In Equity - No. 16,674

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of October, 1964, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of Law that James David Witt, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Charlotte R. Witt, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by the Adjutant General of the Army.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Charles E. Williams

Charles E. Williams, Vice President
Affiant

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

Robert F. Vavrina

Robert F. Vavrina, Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

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1964 OCT 20 AM 10: 27

7

BOOK 160 PAGE 8

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
JAMES DAVID WITT and CHARLOTTE R. WITT, his wife	*	In Equity - No. 16,674
	*	

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Walter S. Calwell, Attorney Named in Mortgage, Plaintiff, in this cause, by his Solicitors, Callahan, Calwell and Laudeman, respectfully represents:

1. That James David Witt and Charlotte R. Witt, his wife, the Defendants herein are now the record title owners of leasehold property situate in Anne Arundel County, known as 1420 Oakdale Road, having purchased said property by deed dated June 22, 1959 from The Bedford Holding Company duly recorded among the Land Records of Anne Arundel County for the purchase price of $13,490.00 which total purchase price was financed by a purchase money mortgage for $13,490.00, executed, dated and delivered on June 22, 1959 to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County In Liber G.T.C. 1307 folio 190, and filed among the papers in this cause as "Plaintiff's Exhibit 'A' ".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from May, 1964 to October, 1964, a period of six months, representing a total arrearage of $624.00, and the present unpaid principal indebtedness due on said mortgage is $12,615.96, and the said property has been abandoned by the Defendants and the security of said mortgage is therefore in jeopardy of deterioration and vandalism.

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3. That the payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to James David Witt, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration on said mortgage in connection with the claim procedure of the Veterans Administration.

4. That foreclosure proceedings on the aforementioned mortgage were instituted on behalf of your Petitioner on October 15, 1964 in this Honorable Court, and there has been filed with the Clerk, as Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said James David Witt, RA 52 064 802, whose rank is Sergeant, is now in the Military Service of the United States Army, stationed with Company A, 19th Engineer Battalion, Fort George G. Meade, Maryland, and that James David Witt was in the Military Service of the United States Army on June 22, 1959, the date of which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said James David Witt is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, certified by the Adjutant General of the Army, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said James David Witt is in the military service of the United States.

9

6. That an act of Congress known as the "Soldiers' and Sailors' Civil Relief Act of 1940, as amended," U. S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Attorney Named in Mortgage, Petitioner

Callahan, Calwell and Laudeman, Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of October, 1964, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Walter S. Calwell, Attorney named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Robert F. Vavrina, Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE CO., MD.

16

ORDER

It is this 21st day of October, 1964, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that Richard G. Anderson, be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause by shown to the contrary on or before the 11th day of November, 1964, provided a copy of this Petition and Order be served on the Defendants or on Richard G. Anderson, Attorney for the Defendants, on or before the 28th day of October, 1964.

C. Brian Cuchett
Judge

Copy of this Petition, Affidavit, & Order of Court received this 21st day of October, 1964.
Richard G. Anderson

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11

Plaintiff's Exhibit 'B'

AGPF-RS jml

BOOK 160 PAGE 12

CERTIFICATE I[illegible] USE UNDER SOLDIERS' AND SAIL[illegible]' CIVIL RELIEF ACT

TO ALL WHOM IT MAY CONCERN:

LAST NAME - FIRST NAME - MIDDLE NAME AND SERVICE NUMBER OR OTHER IDENTIFYING DATA

WITT, James David RA 52 064 802 (See reverse side)

CERTIFICATE A [X] — The above named individual is currently in the Military Service of the United States Army.

DATE AND PLACE OF ENTRY INTO SERVICE: 21 December 1960, Fort George G. Meade, Maryland, for a period of six (6) years

GRADE ON ENTRY: Sergeant First Class

HOME ADDRESS AT TIME OF ENTRY: RFD #4, Jonesville, Virginia

CURRENT MONTHLY BASE PAY: $275.00

CURRENT GRADE AND DUTY ASSIGNMENT: Sergeant, Company A, 19th Engineer Battalion, Fort George G. Meade, Maryland 20755

CERTIFICATE B [ ] — The above named individual was in the Military Service of the United States Army.

PLACE OF ENTRY INTO SERVICE

DATES IN SERVICE — FROM / TO

GRADE ON ENTRY

LAST GRADE AND DUTY ASSIGNMENT

HOW ENTERED SERVICE (*Induction, enlistment, etc.*)

HOME ADDRESS AT TIME OF ENTRY

HOW RELEASED FROM SERVICE

[ ] DISCHARGED [ ] DEATH

[ ] OTHER (*Specify*)

PLACE OF SEPARATION

CERTIFICATE C [ ] — The above named individual(s) is/are not currently in the Military Service of the United States Army.

CERTIFICATE D [ ] — The above named individual(s) has/have not been in the Military Service of the United States Army since 27 August 1940.

CERTIFICATE E [ ] — The above named individual(s) was/were not in the Military Service of the United States Army from to

REMARKS

CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT(S) SET FORTH IN *CERTIFICATE* A XXX/ARE CORRECT CONCERNING THE MILITARY SERVICE OF THE ABOVE NAMED INDIVIDUAL(S) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 601, ACT OF CONGRESS APPROVED MARCH 8, 1918, AS EXTENDED AND AMENDED BY SECTION 4, ACT OF AUGUST 27, 1940 (*Public Resolution No. 96 - 76th Congress*); AND SECTION 13, ACT OF SEPTEMBER 16, 1940 (*Public Law No. 783 - 76th Congress*); OR SECTION 601, ACT OF OCTOBER 17, 1940 (*Public Law No. 861 - 76th Congress*).

GIVEN AT [XX] WASHINGTON, D.C., [ ] ST. LOUIS, MO., OFFICE OF THE ADJUTANT GENERAL, THIS 6th DAY OF October

ONE THOUSAND NINE HUNDRED AND sixty-four.

ADJUTANT GENERAL

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1964 OCT 20 AM 10:27

TO: Callahan and Calwell
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore, Maryland 21202

TAGO FORM 183
1 APR 61

REPLACES EDITION OF 1 OCT 60, WHICH IS OBSOLETE.

GPO 910602

12

Prior Service

Dates of Entry	Dates of Separation
11 Oct 50	8 Jul 53
9 Jul 53	20 Dec 54
21 Dec 54	20 Dec 60

12 A

BOOK 160 PAGE 14

WALTER S. CALWELL Attorney Named in Mortgage	*	NO. 16,674 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
JAMES DAVID WITT and CHARLOTTE R. WITT, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

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

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Richard G. Anderson, Attorney for the Defendants in this cause, and in answer to the petition heretofore filed, respectfully shows:

1. That he was appointed by Order of this Honorable Court on the 21st day of October, 1964, to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 22nd day of October, 1964;

2. That immediately thereafter, on October 22, 1964, he advised both of the Defendants of these proceedings by registered mail, return receipts requested, a copy of this letter being attached hereto, and that he has received a return receipt, a copy of which is attached hereto as evidence thereof, for the letter addressed to the Defendant, James David Witt, but that the letter addressed to the Defendant, Charlotte R. Witt, was returned marked "no record" and that he has no knowledge of any other address for the said Defendant, Charlotte R. Witt;

3. That neither of the said Defendants has answered the aforesaid letter nor has the said Attorney had any communication with the said Defendants whatsoever.

4. That the said Defendants neither admit nor deny the allegations of the Petition for foreclosure, but submit their rights to the Decision of this Honorable Court.

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Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

13

And, as in duty bound, etc.

Richard G. Anderson
Attorney for Defendants

I HEREBY CERTIFY that on this 10th day of November, 1964, I mailed a copy of the aforegoing Answer to Walter S. Calwell, Esquire, Petitioner, Callahan , Calwell & Laudeman, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

14

BOOK 160 PAGE 16

October 22, 1964

Sergeant James David Witt
RA 52 064 802
Company A, 19th Engineer Battalion
Fort George G. Meade, Maryland

Re: 1420 Oakdale Road
Anne Arundel County, Md.

Dear Sergeant Witt:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you mortgaged to the Baltimore Federal Savings & Loan Association on June 22, 1959. Unless this property is redeemed, or you have a defense to the foreclosure proceedings, this property will be sold by the Attorney conducting the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or you plan to redeem, please communicate with me at once. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

Your prompt reply is urgently solicited so that I can offer any defense you might have or I can file your consent if you have no objections.

Yours very truly,

Richard G. Anderson

RGA/ljr
cc: Mrs. Charlotte R. Witt

REGISTERED MAIL
RETURN RECEIPT REQUESTED

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1964 NOV 10 PM 2:32

15

REGISTERED NO. 2812

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 5 ☐ Airmail

POSTMARK ANNAPOLIS OCT 22 1964 MD

Postmaster, By

From Anderson & Anderson
PO Box 64

To Mrs James David Witt
90 Company A - 19th Eng Bat
Ft George Meade, Md

POD Form 3806—Oct. 1960

REGISTERED NO. 2813

Value $ NV Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $

Postage $ 5 ☐ Airmail

POSTMARK ANNAPOLIS OCT 22 1964 MD

Postmaster, By

From Anderson & Anderson
PO Box 94

To Sgt James David Witt
5A22 064 802 Co A 19 Eng Bat
Ft George Meade, Md

POD Form 3806—Oct. 1960

Mrs. James David Witt
~~c/o Company A~~
~~19th Engineer Battalion~~
~~Fort George G. Meade~~
~~Maryland~~

Fwd to 3rd Recd Squad 4th Armd Cav Rgt APO 25, San Francisco Calif 23/10/64 JD

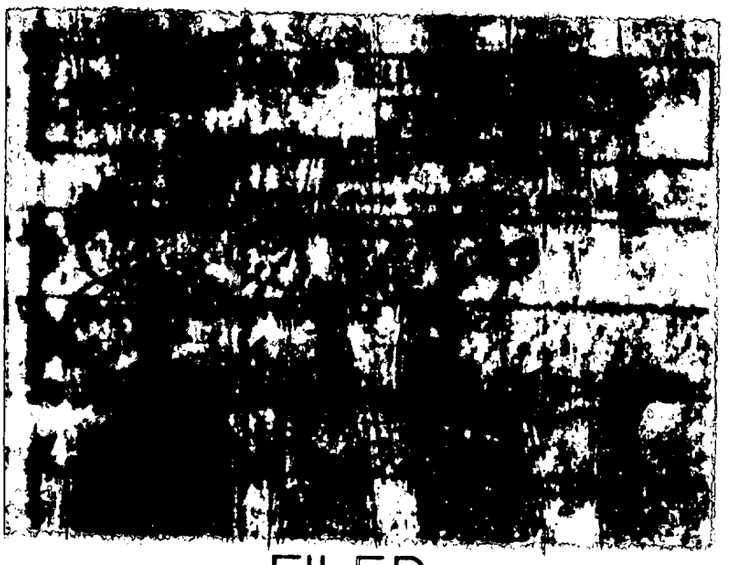
REASON CHECKED
Unclaimed ... Refused ...
Unknown ...
Insufficient address ...
Moved, Left no address ...
No such office in state ...
Do not remail in this envelope
POSTAGE DUE 2 CENTS

REGISTERED MAIL
RETURN RECEIPT REQUESTED

REGISTERED NO. 2812

FILED
1964 NOV 10 PM 2:33

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.



FILED
1964 NOV 10 PM 2:32

17

CALLAHAN and CALWELL
Solic
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 James David Witt and Charlotte R. Witt, his wife, to Baltimore Federal Savings and Loan Association, dated June 22, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.L.B. No. 1307 folio 190 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on,

TUESDAY,
JANUARY 5th, 1965
AT 2:15 P.M.

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

BEING known and designated as Lot No. 28 Block N. Section 1, as shown on "Plat No. 1, Country Club Manor" dated May 1958 by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 53. The improvements thereon being known as 1420 Oakdale Road.

Together with the buildings thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging or in anywise appertaining

No. 18

Subject to an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a frame ranch type dwelling containning 6 rooms (3 bedrooms) 1 bath

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other assessments and public charges to be adjusted to date of sale.

Cost of 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

D-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

16674

BOOK 1650 PAGE 18

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30 1964

We hereby certify, that the annexed

Attorney's Sale

James David Witt

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 5th day of January, 1965. The first insertion being made the 17th day of December, 1964

FILED
1964 DEC 30 PM 1:39

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighman

Equit 16,674

Mortgagee and Attorney's Bond.

I-369

BOOK 160 PAGE 19

BOOK 13 PAGE 12

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 0466-0370-2456-64

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 TWELVE THOUSAND NINE HUNDRED AND NO/100 - - - - - ($12,900.00) - - - - - - - - - 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 29th day of December 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 James David Witt and Charlotte R. Witt, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 22nd day of June nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1307, Folio 190 xxx and

1420 Oakdale 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 31st day of December, 19 64

Laura N. Phelps, Clerk

FILED

1964 DEC 31 AM 11:15

19

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of January, 1965, 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

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

William M. White
Notary Public

FILED
1965 JAN -7 AM 9:16

20

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES DAVID WITT AND CHARLOTTE R. WITT, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 16,674

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 22nd, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1307 folio 190 from said James David Witt and Charlotte R. Witt, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County [illegible], Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 5th day of January, 1965 at 2.15 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. 28, Block N, Section 1, as shown on "Plat No. 1, Country Club Manor" dated May 1958 by John W. Boutwell, Jr., Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 51, the improvements whereon are known as No. 1420 Oakdale Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 JAN -7 AM 9:16

21

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 James David Witt and Charlotte R. Witt, his wife, to Baltimore Federal Savings and Loan Association, dated June 22, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.L.B. No. 1307 folio 190 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, JANUARY 5th, 1965 AT 2:15 P.M.

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

BEING known and designated as Lot No. 28 Block N. Section 1, as shown on "Plat No. 1, Country Club Manor" dated May 1958 by John W. Boutwell, Jr., Surveyor, recorded among the Plat Records of Anne Arundel County in Plat Book 30 folio 53. The improvements thereon being known as 1420 Oakdale 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 $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of a frame ranch type dwelling containning 6 rooms (3 bedrooms) 1 bath

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other assessments and public charges to be adjusted to date of sale.

Cost of 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

D-29

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, subject to the payment of an annual ground rent of $120.00, at and for the sum of Eleven Thousand nine Hundred ($11,900.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 6th day of January, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

42

ORDER NISI

BOOK 160 PAGE 23

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

JAMES DAVID WITT AND
CHARLOTTE R. WITT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,674 Equity

Ordered, this 7th day of January v, 19 65, 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 15th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

The report states that the amount of sale was $11,900.00.

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland Gazette (Jan. 14th Edition)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

JAMES DAVID WITT AND
CHARLOTTE R. WITT, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of February, 1965 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
1965 FEB 16 PM 2:10

23

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES DAVIT WITT AND CHARLOTTE R. WITT, HIS WIFE	:	In Equity - No. 16,674

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. 1420 Oakdale 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
1965 JAN -7 AM 9:16

24

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 7th day of January 1965

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. 1420 Oakdale Road
County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

FILED
1965 JAN -8 AM 10: 23

25

BOOK 160 PAGE 26

WALTER S. CALWELL, Attorney Named in Mortgage	*	NO. 16,674 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
JAMES DAVID WITT and CHARLOTTE R. WITT, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

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

PETITION FOR FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard G. Anderson respectfully represents unto this Honorable Court:

1. That he was appointed by this Honorable Court to represent the Defendants in the above entitled cause by Order dated October 21, 1964.

2. That after notification of his appointment, your Petitioner wrote to both Defendants advising them of the proceedings in this cause, by registered mail, return receipt requested, copies of said letters being heretofore filed with the Answer in this cause.

3. That your Petitioner filed an Answer in these proceedings on behalf of the Defendants.

4. That your Petitioner believes he is entitled to a reasonable fee for services rendered as Attorney for the Defendants in the above entitled cause, and that such fee should be allowed as part of the court costs in this matter.

And, as in duty bound, etc.

Richard G. Anderson

Richard G. Anderson
Attorney for Defendants

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1965 JAN 14 AM 11:45

26

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 14th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard G. Anderson, Petitioner and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and seal Notarial.

Myrtle Sturm

My Commission Expires:
May 3, 1965

Myrtle Sturm --------- Notary Public

FILED
1965 JAN 19 AM 10:34

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 18th day of January, 1965, by the Circuit Court for Anne Arundel County ORDERED that Richard G. Anderson, be and he is hereby allowed a fee for his services in this matter in the amount of $ 25.00, and it is further ORDERED that the said fee shall be taxed as part of the court costs in this cause.

O'Brien Duckett
Judge

I HEREBY CERTIFY that I have this 20th day of January, 1965, mailed a copy of the aforegoing Petition, Affidavit, and Order to Walter S. Calwell, Esquire, Attorney named in Mortgage, Callahan & Calwell, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson
Richard G. Anderson
Attorney for Defendants

~~FILED~~
~~1965 FEB 16 PM 12:~~ 11

27

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,674 Equity

WALTER S. CALWELL
Attorney Named in Mortgage
versus
JAMES DAVID WITT and CHARLOTTE R. WITT, his wife

Ordered, this 7th day of January, 1965, 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 15th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

The report states that the amount of sale was $11,900.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
F-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 160 PAGE 28

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,674 James David Witt.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of February, 1965. The first insertion being made the 14th day of January, 1965.

FILED
1965 FEB -8 PM 1:26

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

28 No. M.G. 8163

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

JAMES DAVID WITT, AND CHARLOTTE R. WITT, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,674 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.

1965 FEB 26 PM 1:41

FILED

FINAL ORDER

ORDERED BY THE COURT, this 16th day of March, 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: Constance B. Tillard, deputy

FILED

1965 MAR 16 AM 8:45

29

Dr. Mortgaged Real Estate of James David Witt and
Charlotte R. Witt, his wife

BOOK 160 PAGE 30

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

				Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			11,900 00	
By	Interest 6% on deferred payment $11,400.00 from 1/5/65 to 2/17/65			83 30	
					11,983 30
To	Attorney, for fee, viz	50 00			
To	Attorney for commission, viz	387 00			
				437 00	
To	Attorney, for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Defendant's Solicitor appearance fee	10 00			
	Clerk, court costs	47 50			
	Richard G. Anderson, counsel fee as per Order of Court 1/18/65	25 00			
	Auditor, this account	35 00			
				127 50	
To	Attorney for expenses, viz				
	Capital-Gazette Press, Inc. Advertising & Nisi - Sale	75 39			
	New Amsterdam Casualty Co. - bond	52 00			
	E. T. Newell & Co., Inc. auctioneer's fee	35 00			
	Adjustment, ground rent, from 7/9/64 to 1/5/65	58 68			
	Adjustment, taxes, from 1/1/65 to 1/5/65	2 78			
	Notary fee	1 25			
				225 10	
To	Baltimore Federal Savings & Loan Assoc., Mortgagee on account of mortgage claim	11,193 70			
				11,193 70	
					11,983 30
	Balance due on Mortgage as per claim filed	12,875 09			
	Interest, 4 3/4% on principal balance $12,598.83 from 9/17/64 to 3/17/65	299 22			

	13,174	31
Credit amount allowed above	11,193	70
This amount subject to decree in personam	1,980	61

BOOK 1501 PAGE 32

THEODORE G. BLOOM, Substituted Trustee 156 South Street Annapolis, Moryland	:	NO. 16822 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT
JOSEPH W. HOAL, Devisee of Edword Anthony Hoal, deceased 3543 Kentucky Avenue Norfolk, Virginia	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

Mr. Clerk:

Pleose docket the obove-entitled suit to foreclose a deed of trust from Edward Anthony Hool, deceosed, doted April 18, 1963, and recorded omong the Lond Records of Anne Arundel County in Liber G.T.C. No. 1652, folio 243; and record the ottoched appointment of substituted trustee; ond file the same, together with the originol deed of trust and stotement of debt with offidavit.

Theodore G. Bloom

Theodore G. Bloom, Substituted Trustee
156 South Street
Annopolis, Moryland 21404
263-2400

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED
1964 DEC -9 AM 11:06

Maryland BOOK 1652 PAGE 243 BOOK 160 PAGE 33

DO NOT INDEX IN CHATTELS (wsm)

No. 16,822 Equity

DEED OF TRUST

MADE April 18, 1963, by EDWARD ANTHONY HOAL, single of 20 A Street, N.W., Glen Burnie, Maryland, (herein called "GRANTORS") to James F. Lowery, 315 East Lancaster Avenue, Wayne, Pennsylvania (herein called "TRUSTEE"):

10404

W I T N E S S E T H:

WHEREAS, Grantors stand bona fide indebted unto MAIN LINE HOMES, INC., a Pennsylvania corporation in the principal sum of TWENTY THREE THOUSAND FOUR HUNDRED TWENTY ONE AND 25/100 - Dollars ($23421.25) and have executed and delivered to said Main Line Homes, Inc. a certain Deed of Trust Note (herein called the "Note") of even date herewith in the said principal sum, and have provided therein for payment of said principal sum and any other sums owing by Grantors to Main Line Homes, Inc., in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference.

NOW, THEREFORE, to secure the payment of said principal sum according to the terms of the Note or any extensions or renewals thereof as well, the performance of the other covenants and conditions herein, and in consideration of the sum of One ($1.00) Dollar and for other valuable consideration, receipt whereof is hereby acknowledged, Grantors hereby grant and convey unto Trustee, his successors and assigns, All That Lot or those lots of ground SITUATE in Anne Arundel County, State of Maryland, and more fully described in Deed dated April 13, 1963, and recorded in Anne Arundel County, Maryland, in Deed book 1647, page 196.

TOGETHER with the improvements thereupon and all the rights, easements, profits and appurtenances thereunto belonging, all fixtures, and household appliances described above, which shall be deemed fixtures and are a portion of the security hereby transferred; (Trustee is authorized to type in or otherwise insert a legal description of said premises in the following space if Trustee deems the same necessary:
That lot of ground at Bayside Beach, in the Third Election District of Anne Arundel County, State of Maryland, described as follows: Beginning for the same on the northwest side of Bayside Road at the distance of 578.70 feet southwesterly from the corner formed by the intersection of the northwest side of Bayside Road with the southwest side of Lake Avenue and running thence southwesterly on the northwest side of Bayside Road 50 feet to the dividing line between lots numbers (29) and (3), section B; running thence northwesterly binding on the dividing line between lots numbers (29) and (30), 150 feet to the southeasternmost boundary line of lot number six (6); and running thence northeasterly binding on the southeasternmost line of lot number (6), 50 feet to the dividing line between lots numbers (29) and (28) and running thence southeasterly binding on the dividing line between lots numbers (29) and (28), 150 feet to the place of beginning. Being lot number twenty nine (29), section "B", as shown on the Plat of Bayside Beach recorded among the land records of Anne Arundel County in plat book no. 1, page 46.

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

TO HAVE AND TO HOLD the said lot or lots of ground with improvements and other property and rights described above (all of which is hereinafter called the said property) unto the Trustee and his successors and assigns in fee simple;

IN TRUST, NEVERTHELESS, to permit Grantors to have possession of the said property and the rents and profits thereof until default in any of the covenants or conditions of this Deed of Trust or the Note, but not thereafter; and

FILED

1964 DEC -9 AM 11:05

to release and reconvey the said property unto Grantors, at Grantor's cost, at any time before the sale hereinafter provided for, upon the full payment of the Note and any other sums owing to the holder of the Note or to the Trustee, including moneys advanced, costs, charges, expenses, commissions and half-commissions;

But upon a default in the payment of any indebtedness hereby secured or in the performance of any of the covenants and conditions of this Deed of Trust or the Note, the Trustee shall have the power and the duty to sell, and in case of default of any purchaser to resell, the said property at public auction, either as an entirety or in such separate parcels, on such terms, and after such previous public advertisement, as the Trustee may deem advisable; and to convey said property, upon compliance with the terms of sale, to, and at the cost of, the purchaser, who shall not be requires to see to the application of the purchase money; and to apply the proceeds of sale as follows: first, to the payment of all expenses incident to said sale, including an attorney's fee of Eighty Dollars ($80.00) and also compensation to the Trustee equal to the commission allowed trustees for making sales of property under degrees of the equity courts having jurisdiction; second, to pay whatever may then remain unpaid of the Note, whether matured or not by the terms thereof, it being agreed that the Note shall become due in full upon said sale being made, and pay all other amounts owing the holder of the Note and the Trustee under the provisions hereof; and third, to pay the balance, if any, to the Grantors or to any person or persons entitled thereto, upon the surrender of the said property to the purchaser, less any expense incurred in obtaining possession.

Grantors hereby covenant and agree as follows:

1. To pay the said principal sum and to pay, when due, all ground rents, taxes, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the said property and on the said principal sum, and not to permit any lien or encumbrance on the said property superior to the lien of this Deed of Trust.

2. To keep all buildings subject hereto in good and substantial repair and not to permit or suffer any waste thereof; and not to tear down or materially change, nor to permit to be torn down or materially changed, the improvements on the said property, without the written consent of the holder of the Note; to comply promptly with all laws, ordinances and regulations affecting said property or its use; to warrant generally the said property and to execute such further assurances thereof as may be requisite; to provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as the holder of the Note may from time to time require upon the buildings and improvements now or hereafter erected upon the said property, with loss payable clauses in favor of Grantors and the holder of the Note as their respective interests may appear.

3. To The extent permitted by law:

(a) The holder of the Note may maintain a policy of life, health and accident insurance upon Grantors, or either or any of them, in favor of the holder of the Note for the purpose of securing the said principal sum, and Grantors agree to pay to the holder of the Note the amount of the premium upon such policy of insurance at such times as the holder of the Note may direct,

(b) In the event any installment on account of said principal sum or said insurance premiums is not paid within ten (10) days after due date, Grantors shall pay to the holder of the Note a late charge of five per cent (5%) of the delinquent amount simultaneously with the payment of such amount to cover extra expenses in handling delinquent payments.

4. Grantors shall erect or cause to be erected, within six (6) months from date hereof, a house upon the said property, incorporating in its construction all of the materials purchased by Grantors from said Main Line Homes, Inc. together with foundation, grading, paving, carpentry, plumbing, heating and electrical work, decoration and utility services, in conformity with the requirements of any and all conditions and restrictions in the line of title as well as any building, zoning and other applicable regulations of any municipal or governmental authority within whose jurisdiction the said property is situate.

5. That in the event of any default in any covenant of this Deed of Trust or of the Note, or in the event a receiver or trustee is appointed for the property of Grantors, or any of them, either in bankruptcy or in equity, or in case Grantors, or any of them, execute a deed of trust of their property for the benefit of creditors, then the whole principal sum shall at the option of the holder of the Note be and become due and payable.

4

6. That immediately upon the first insertion of the advertisement or notice of sale there shall be and become due and owing by the Grantors, and each of them, to the Trustee, all expenses incident to said advertisement or notice, all court costs, and all expenses incident to the proceedings under this Deed of Trust, and a commission on the total principal sum then due, equal to one-hald the percentage allowed as commission on such sum to trustees making sale under orders or decrees of equity courts in Maryland, and the holder of the Note shall not be required to receive the principal sum only in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

7. That should Grantors fail or neglect to pay any ground rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the said property or on the principal sum, when due, or to keep the said property insured as agreed herein, the holder of the Note may make such payments or insure said property against such loss in such an amount as may be necessary to secure the principal sum, and such amount or amounts so paid shall be added to the principal sum, interest to run thereon at the rate of six (6%) per cent per annum.

8. That should all or any part of the said property be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the holder of the Note in its sole discretion may require, shall be paid to the holder of the Note and applied to the payment of the principal sum hereby secured.

9, That the holder of the Note may at any time renew it; extend the time for payment of the principal sum or any part thereof; waive any of the covenants or conditions hereof or of the Note, whether at the request of Grantors, at the request of any other person having an interest in the said property, or otherwise; take or release other security; release any person primarily or secondarily liable; grant extensions, renewals or indulgences in the provisions hereof or in regard to other security; to enforce this Deed of Trust without regard to other security; all without releasing Grantors from their obligations hereunder and without releasing the right of the Trustee and the holder of the Note to enforce this Deed of Trust in regard to the said property.

10. That upon default in any of the covenants or conditions of this Deed of Trust or of the Note, the holder of the Note shall be entitled without notice to Grantors, or any of them, to the immediate appointment of a receiver of the said property to operate the same, without regard to the adequacy thereof as security for the principal sum, and upon any default, whether or not a receiver be appointed, the rents and profits of the said property are hereby assigned to the holder of the Note as additional security.

11. That the holder of the Note shall be entitled to remove, substitute, or add a trustee or trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the Land Records of the city or county in the State of Maryland where this Deed of Trust is recorded.

12. That the rights, powers, privileges and discretions specifically granted to the Trustee and to the holder of the Note under this Deed of Trust are not in limitation of but in addition to those to which they are entitled under any general or local law relating to deeds of trust and mortgages in the State of Maryland, now or hereafter existing.

The covenant, agreements, conditions and limitations of or imposed upon Grantors herein shall be binding upon their respective heirs, personal representatives or assigns. The rights, powers, privileges and discretions to which the Trustee and the Grantors may be entitled herein shall inure to the benefit of their successors and assigns. The plural forms, wherever used herein, shall be deemed to include the singular should the context require.

IN WITNESS WHEREOF said Grantors have hereunto set their hands and seals this day and year first above written.

Gerald L. White
Gerald L. White

X Edward Anthony Hoal (SEAL)
Edward Anthony Hoal

_____ (SEAL)

b

MD. Mtg. 4

BOOK 160 PAGE 36

BOOK 1652 PAGE 246

STATE OF MARYLAND :
ANNE ARUNDEL COUNTY SS.

On April 18, , 1963 , before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Edward Anthony Hoal known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within Deed of Trust and acknowledged that ~~they~~/he/~~she~~ executed the same for the purposes therein contained.

Gerald L. White
Notary Public

9.00

Rec'd for record May 3, 1963 at 9:05 A.M.

Mailed to W. D. Martinez

GERALD L. WHITE, Notary Public

My Commission Expires May 6, 1963

BOOK 160 PAGE 37

BOOK 1818 PAGE 392

KNOW THAT The Philadelphia National Bank, a corporation, having its principal office in Philadelphia, Pennsylvania, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by ~~Midway~~ Main Line Homes Inc., Assignee, hereby assigns unto the Assignee, its successors and assigns, a certain Mortgage made by Edward Anthony Hoal, single, given to secure payment of the sum of $23,421.25, dated April 18, 1963, and recorded on ,, in the office of the Clerk of the County of Anne Arundel, Maryland, in Liber 1652, of mortgages, at page 243, etc. covering premises SITUATE in the Third Election District of Anne Arundel County ~~etc.~~ State of Maryland

TOGETHER with the Note or obligation described in said Mortgage, and the moneys due and to grow due thereon;

to have and to hold the same unto the Assignee, its successors, legal representatives and assigns forever.

IN WITNESS WHEREOF, the Assignor has duly executed this assignment on November 23, 1964.

18714

attest Michael F. Dunn
Michael F. Dunn, Assistant Cashier

by John J. O'Connor
John J. O'Connor, Assistant Cashier

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On the 23rd day of November, A. D. 1964, before me personally came John J. O'Connor, to me known, who, being by me duly sworn, did depose and say that he resides at 1009 Taylor Drive, Folcroft, Pennsylvania, that he is the Assistant Cashier of

The Philadelphia National Bank, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

300

Albert C. Romano
Albert C. Romano
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 6, 1968.

FILED Rec'd for record Dec. 7, 1964 at 11:11 A.M.
~~Mailed~~ to Filed in Equity

1964 DEC -9 AM 11:05

8

BOOK 160 PAGE 38

BOOK 1818 PAGE 393

THIS APPOINTMENT OF A SUBSTITUTED TRUSTEE, made this 23rd day of November, 1964, by MAIN LINE HOMES, INC., a body corporate of the Commonwealth of Pennsylvania, WITNESSETH:

WHEREAS, by deed of trust dated April 18, 1963, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1652, folio 243, Edward Anthony Hoal, single, did grant and convey certain property therein described to James F. Lowery, Trustee, to secure a certain debt evidenced by a deed of trust note from said grantor to said Main Line Homes, Inc.; and

WHEREAS, said deed of trust provides that the holder of said note shall be entitled to remove, substitute or add a trustee or trustees at its option, with or without cause or notice, by instrument duly executed, acknowledged, and recorded among the Land Records of the city or county in the State of Maryland where said deed of trust is recorded.

NOW, THEREFORE, by virtue of the authority vested in it by the aforementioned provision of said deed of trust, MAIN LINE HOMES, INC., a body corporate of the Commonwealth of Pennsylvania, the legal holder of the note described in said deed of trust, hereby appoints and substitutes THEODORE G. BLOOM, of Anne Arundel County and State of Maryland, as trustee instead and in the place of James F. Lowery, the trustee named in said deed of trust.

IN WITNESS WHEREOF, MAIN LINE HOMES, INC., has caused these presents to be executed on its behalf by its president, its corporate seal affixed, attested by its secretary, the day and year first above written.

ATTEST:

Leonard Dubin
Asst Secretary

MAIN LINE HOMES, INC.

By Ralph K. Madway
Ralph K. Madway, President

MAIN LINE HOMES, INC. CORPORATE SEAL 1950 PENNSYLVANIA

FILED
1964 DEC -9 AM 11:05

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

187122

9

BOOK 160 PAGE 39

-2-

BOOK 1818 PAGE 394

COMMONWEALTH OF PENNSYLVANIA, DELAWARE COUNTY, TO WIT:

On this, the 23rd day of November, 1964, before me, the undersigned officer, personally appeared RALPH K. MADWAY, who acknowledged himself to be the President of Main Line Homes, Inc., a corporation, and that he, as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as president.

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

Notary Public

WILLIAM I. MARTINEZ, Notary Public
Township of Radnor, Delaware Co., Pa.
My Commission Expires September 25, 1968

Rec'd for record Dec. 9, 1964 at 11:11 A.M.
~~Mailed to~~ Filed in Equity

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

10

BOOK 160 PAGE 40

THEODORE G. BLOOM, Substituted Trustee : NO. 16,822 EQUITY

: IN THE CIRCUIT COURT

VS.

: FOR

JOSEPH W. HOAL, Devisee of Edward Anthony Hoal, deceased : ANNE ARUNDEL COUNTY

: : : : : : :

STATEMENT OF DEBT
WITH AFFIDAVIT THERETO
AND MILITARY AFFIDAVIT

The statement of claim of Main Line Homes, Inc., a body corporate of the Commonwealth of Pennsylvania, holder of the note secured by the deed of trust from Edward Anthony Hoal, single, to James F. Lowery, Trustee, dated April 18, 1963, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1652, folio 243, the said Edward Anthony Hoal having departed this life testate and having devised the property described in said deed of trust to Joseph W. Hoal, and Theodore G. Bloom having been appointed substituted trustee in the place and stead of the said James F. Lowery by instrument duly recorded among said Land Records:

Principal debt		23,421.25
Payments applied	116.29	
Prepayment credit	10,064.64	10,180.93
Balance as of October 30, 1964		13,240.32

COMMONWEALTH OF PENNSYLVANIA, DELAWARE COUNTY, TO WIT:

I hereby certify that on this 20th day of November, 1964, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for Delaware County, personally appeared RALPH A. MADWAY, President of Main Line Homes, Inc., a body corporate, and made oath in due form of law that the above statement of debt is true to the best of his knowledge and belief; and he further made oath that the maker of the aforementioned deed of trust note, Edward Anthony Hoal, is deceased, and that the sole legatee under the will of said decedent, Joseph W. Hoal, is a civilian residing in Norfolk, Virginia, and is not in the Military Service of the United States to the best of his knowledge and belief.

As witness my hand and Notarial seal.

WILLIAM I. MARTINEZ, Notary Public
Township of Radnor, Delaware Co., Pa.
My Commission Expires September 26, 1968

William I. Martinez
Notary Public

FILED
1964 DEC -9 AM 11:06

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

11

GOODMAN & BLOOM
156 SOUTH STREET
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE OF VALUABLE, IMPROVED REAL ESTATE LOCATED AT BAYSIDE BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a deed of trust from Edward Anthony Hoal dated April 18, 1963, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1652, folio 243, default having occurred thereunder, the undersigned, substituted trustee in said deed of trust, will offer for sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday,
January 12, 1965
At 11 A.M.

All that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Being Lot No. 29, Section B, as shown on the Plat of Bayside Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, page 46.

Being the same property which was conveyed to Edward Anthony Hoal by William M. Hindman, Jr., and wife by deed dated April. 13, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1647, folio 196.

This property is improved by an unfinished split level dwelling house of frame construction, containing three bedrooms, living room, dining room, kitchen, and bath, with asphalt shingle roof, oil-fired hot air heat, available water and electricity.

TERMS OF SALE: A deposit of 10 per cent of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

Theodore G. Bloom,
Substituted Trustee
156 South Street
Annapolis, Maryland
Robert H. Campbell, Auctioneer

Jan. 7

12

BOOK 160 PAGE 41

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

THE STAR

GLEN BURNIE, MD., January 8, 1965

THIS IS TO CERTIFY, that the annexed advertisement of Trustee's Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 8th day of January 1965, that is to say the same was inserted in the issues of December 24,31, 1964 and January 7, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 JAN -8 AM 10: 51

By Edith Greenwood

BOOK 150 PAGE 42

THEODORE G. BLOOM, Substituted Trustee	:	NO. 16,822 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
JOSEPH W. HOAL, Devisee of Edward Anthony Hoal, deceased	:	ANNE ARUNDEL COUNTY

: : : : : : :

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that~~x~~ (we) have purchased at public auction from Theodore G. Bloom, Substituted Trustee, the property described in the advertisement attached hereto for the sum of NINE THOUSAND---------- DOLLARS ($9,000.00------); and ~~x~~ (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~xxx~~ (our) hand(s) and seal(s) this 12th day of January, 1965.

WITNESS:

Grace R. Hartge

MAIN LINE HOMES, INC. (SEAL)

By Ronald M. Nachlas (SEAL)
Agent for Purchaser

THIS IS TO CERTIFY that I have this day sold at public auction for Theodore G. Bloom, Substituted Trustee, the property described in the advertisement attached hereto to MAIN LINE HOMES, INC.---------- at and for the sum of NINE THOUSAND---------- DOLLARS ($9,000.00---), (t)he(y) being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 12th day of January, 1965.

WITNESS:

Grace R. Hartge

Robert H. Campbell (SEAL)
Auctioneer

FILED
1965 JAN 12 PM 12:56

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

1-2

BOOK 160 PAGE 43

THEODORE G. BLOOM,
Substituted Trustee

VS.

JOSEPH W. HOAL,
Devisee of Edward Anthony Hoal,
deceased

NO. 16,822 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ADVERTISEMENT OF SALE

GOODMAN & BLOOM
156 SOUTH STREET
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE OF VALUABLE, IMPROVED REAL ESTATE LOCATED AT BAYSIDE BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a deed of trust from Edward Anthony Hoal dated April 18, 1963, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1652, folio 243, default having occurred thereunder, the undersigned, substituted trustee in said deed of trust, will offer for sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday,
January 12, 1965
At 11 A.M.

All that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Being Lot No. 29, Section B, as shown on the Plat of Bayside Beach recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, page 46.

Being the same property which was conveyed to Edward Anthony Hoal by William M. Hindman, Jr., and wife by deed dated April 13, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1647, folio 196.

This property is improved by an unfinished split level dwelling house of frame construction, containing three bedrooms, living room, dining room, kitchen, and bath, with asphalt shingle roof, oil-fired hot air heat, available water and electricity.

TERMS OF SALE: A deposit of 10 per cent of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale.

For further particulars, apply to:

Theodore G. Bloom,
Substituted Trustee
156 South Street
Annapolis, Maryland
Robert H. Campbell, Auctioneer

Jan. 7

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

14

BOOK 160 PAGE 44

THEODORE G. BLOOM, Substituted Trustee	:	NO. 16,822 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
JOSEPH W. HOAL, Devisee of Edward Anthony Hoal, deceased	:	ANNE ARUNDEL COUNTY

: : : : : : :

SUBSTITUTED TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Theodore G. Bloom, substituted trustee of the deed of trust filed in these proceedings, authorized to make sole of the property therein mentioned in the event of default thereunder, respectfully shows:

That the note secured by the deed of trust being in defoult, soid substituted trustee, in accordance with the Moryland Rules of Procedure, hoving given bond with surety which was duly opproved, ond hoving given three weeks' notice of the time, ploce, manner, and terms of sole by odvertisement in "The Stor," o newspaper printed ond published in Anne Arundel County, did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, Januory 12, 1965, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in soid deed of trust, to wit:

All thot lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, Marylond, and described as follows:

Being Lot No. 29, Section B, as shown on the Plat of Bayside Beoch recorded omong the Plot Records of Anne Arundel County in Plat Book No. 1, page 46.

Being the same property which was conveyed to Edward Anthony Hool by Williom M. Hindmon, Jr., ond wife by deed doted April 13, 1963, and recorded omong the Land Records of Anne Arundel County in Liber L.N.P. No. 1647, folio 196.

Soid property being sold to MAIN LINE HOMES, INC.----------

FILED
1965 JAN 12 PM 12:56

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

13

at and for the sum of NINE THOUSAND DOLLARS ($9,000.00), it----------
being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser , certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Theodore G. Bloom, Substituted Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared THEODORE G. BLOOM, Substituted Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Norma R. Ford, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

16

ORDER NISI

BOOK 160 PAGE 46

THEODORE G. BLOOM, SUBSTITUTED TRUSTEE

versus

JOSEPH W. HOAL, DEVISEE OF EDWARD ANTHONY HOAL, DECEASED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,822 Equity

Ordered, this 12th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by Theodore G. Bloom, substituted trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February 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 February next.

The report states that the amount of sale was $ 9,000.00

Louis N. Rhyne Clerk.

True Copy,

TEST: Clerk.

Theodore G. Bloom, Atty.

FOR: THE STAR Jan. 21st Edition

(Final Order)

THEODORE G. BLOOM, SUBSTITUTED TRUSTEE

versus

JOSEPH W. HOAL, DEVISEE OF EDWARD ANTHONY HOAL, DECEASED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of February, 1965 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

1965 FEB 25 PM 2:48

17

BOOK 160 PAGE 47

THEODORE G. BLOOM, Substituted Trustee	:	NO. 16,822 EQUITY
VS.	:	IN THE CIRCUIT COURT
JOSEPH W. HOAL, Devisee of Edword Anthony Hool, deceosed	:	FOR ANNE ARUNDEL COUNTY

: : : : : : :

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th doy of Jonuory, 1965, before me, the subscriber, o Notary Public of the Stote of Maryland, in and for the county aforesaid, personally appeared RONALD M. NADITCH ond mode oath in due form of low that he is the ogent for the purchoser ot the obove-mentioned foreclosure sale and that he purchased the same as agent for MAIN LINE HOMES, INC., and that he has not, directly or indirectly, discouroged anyone from bidding for the soid property mentioned in the report of sale.

Ronald M. Naditch

Ronold M. Naditch, Agent for
Main Line Homes, Inc., Purchaser

Normo R. Ford

Normo R. Ford, Notory Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED

1965 JAN 12 PM 3:21

BOOK 160 PAGE 48

THEODORE G. BLOOM, Substituted Trustee	:	NO. 16,822 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
JOSEPH W. HOAL, Devisee of Edward Anthony Hoal	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO FILE BOND NUNC PRO TUNC
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Theodore G. Bloom, Substituted Trustee, respectfully represents unto Your Honors:

That through inadvertence, the bond of the trustee was not filed in these proceedings prior to the day of sale; and that he wishes to file a surety bond in the amount of $14,000.00 dated December 9, 1964, at this time.

Wherefore, your petitioner prays that an order may be passed permitting him to file said bond in these proceedings nunc pro tunc as of December 9, 1964.

AND AS IN DUTY BOUND, ETC.

Theodore G. Bloom, Substituted Trustee

ORDER OF COURT

Upon the foregoing petition, it is hereby ordered by the Circuit Court for Anne Arundel County in Equity, that the bond of the substituted trustee in the amount of $14,000.00 be filed nunc pro tunc as of December 9, 1964.

Judge

FILED
1965 JAN 12 PM 4:19

FILED
1965 JAN 13 PM 3:44

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Sale of Real Estate—Md.

A STOCK COMPANY

BOOK 160 PAGE 49

BOOK 13 PAGE 20

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

THEODORE G. BLOOM,
Substituted Trustee

VS.

JOSEPH W. HOAL,
Devisee of Edward Anthony Hoal

NO. 16,822 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Know All Men by these Presents:

THAT WE, THEODORE G. BLOOM, Substituted Trustee,

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOURTEEN THOUSAND ($14,000.00) ---------- Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 9th day of December, nineteen hundred and sixty-four.

Whereas, by virtue of a power of sale contained in a ~~mortgage from~~ deed of trust from Edward Anthony Hoal to James F. Lowery, Trustee, on which the said Theodore G. Bloom was subsequently named as substituted trustee, bearing date on or about the 18th day of April, nineteen hundred and sixty-three, the said Theodore G. Bloom 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 of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, ~~and the said~~ ~~by duly recorded assignment assigned said mortgage to the said Principal for the purpose of foreclosure~~ and the said Prineipal is about to execute said power and make sale of the property described as aforesaid in said ~~mortgage~~ deed of trust;

Now the Condition of the above Obligation is such, That if the above bounden Theodore G. Bloom, Substituted Trustee, 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 such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Theodore G. Bloom (SEAL)
Theodore G. Bloom, Substituted Trustee

(SEAL)

GLENS FALLS INSURANCE COMPANY

By Albert J. Goodman Attorney

Nunc Pro Tunc as of Dec. 9, 1964

Bond approved this 13th day of January, 1965

Louis N. Phipps, Clerk

Form 15182

FILED

1965 JAN 13 PM 4:20

20

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

BOOK 160 PAGE 50

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

IN THE

ORDER NISI

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 16,822 Equity

THEODORE G. BLOOM,
SUBSTITUTED TRUSTEE
versus
JOSEPH W. HOAL,
DEVISEE OF
EDWARD ANTHONY HOAL,
DECEASED

Ordered, this 12th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by Theodore G. Bloom, substituted trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of February 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 February next.

The report states that the amount of sale was $9,000.00.

LOUIS N. PHIPPS
CLERK.

True Copy, TEST:
LOUIS N. PHIPPS
Clerk.

Theodore G. Bloom, Atty.
Feb. 11

OFFICE OF

THE STAR

GLEN BURNIE, MD., February 11, 1965

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 23rd day of February 1965, that is to say the same was inserted in the issues of January 21,28, February 4,11, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED

1965 FEB 15 AM 9:40

By Edith Greenwood

21

In the Case of

Theodore G. Bloom, Substituted Trustee

VS.

Joseph W. Hoal, Devisee of Edward Anthony Hoal, deceased.

In the

Circuit Court

For

Anne Arundel County

No. 16,822 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.

[redacted]

[redacted]

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All of which is respectfully submitted.
February 26, 1965

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th day of March, 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: Constance B. Talbert, deputy

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22

Dr. Theodore G. Bloom, Substituted Trustee, vs
Joseph W. Hoal, Devisee of Edward Anthony Hoal, deceased.

In Acct. with Theodore G, Bloom, Substituted Trustee

					Cr.	
1965, January 12						
Proceeds of Sale	9,000	00				
Interest on deferred payment of $8,100.00						
from 1/12/65 to 2/24/65	58	05	9,058	05		
					9,058	05
To Substituted Trustee for fee, viz:	80	00				
To Substituted Trustee for Commissions, viz:	301	74	381	74		
To Substituted Trustee for Court Costs, viz:						
Plaintiffs Solicitors Appearance fee	10	00				
Clerk of Courts - Court Costs	31	25				
Auditor - Stating this Account	35	00	76	25		
To Substituted Trustee for Expenses, viz:						
The Star - Advertising Sale	51	75				
The Star - Order nisi, Sale	17	00				
Glen Falls Insurance Co. - Bond Premium	56	00				
Robert H. Campbell - Auctioneers Fee	50	00				
1964 County and State Taxes	13	37				
1965 Taxes, Adjusted 1/1/65 to 1/12/65 (97.33)	6	49				
One half cost documentary Stamps	14	85				
Norma R. Ford - Notary Fees	1	00	210	46		
To Main Line Homes, Inc. this balance						
on Account of Claim filed	8,389	60	8,389	60		
					9,058	05

Amount of Deed of Trust Claim filed	13,240	32
Interest on principal debt of $13,240.32		
from 10/30/64 to 3/15/65 - 136 days @ 6%	296	61
	13,536	93
Credit - Amount allowed above	8,389	60
Balance Subject to Decree in Personam	5,147	33

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD N. WINES and SUSAN T. WINES, his wife	*	NO. 16,746. EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

ORDER TO DOCKET CASE

Mr. Clerk:

Please record the assignment of mortgage, docket the above case, file the original mortgage and assignment thereon, the statement of mortgage claim and non-military affidavit, and enter our appearance.

ANDERSON & ANDERSON

By: Richard G. Anderson

Richard G. Anderson
Solicitors for Roger A. Clapp, Assignee
92 Franklin Street
Annapolis, Maryland
COlonial 8-5035

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BOOK 160 PAGE 54

BOOK 1574 PAGE 554 No. 16,746 Equity

BOOK 1610 PAGE 55

FIRST PURCHASE MONEY

THIS MORTGAGE, Made this 27th day of June in the year One thousand nine hundred and Sixty-two by BERNARD N. WINES and SUSAN T. WINES, his wife, both of Prince George's County, in the State of Maryland (hereinafter sometimes called "the Mortgagors"), parties of the first part, and THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, a corporation duly organized and existing under the laws of the State of Maryland (hereinafter sometimes called "the Mortgagee"), party of the second part.

WHEREAS, the Mortgagors, being members of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY and as such members sharing and participating in the profits of the same, have received therefrom an advance of SEVEN THOUSAND FIVE HUNDRED ---------- Dollars ($7,500.00), on the seventy-five (75) shares of stock held and owned by the Mortgagors in their own right, being the par value of the same, at its maturity; and

WHEREAS, it is hereby expressly understood and agreed by and between the parties hereto that the Mortgagors shall have the right to prepay, in whole or in part, the indebtedness secured hereby at any time prior to maturity; provided, however, that in the event of any such prepayment they shall be obligated to pay the full amount of the interest and premium due for the calendar month in which such prepayment is made and the Mortgagee shall not be obligated to make any adjustment of interest or of premium for the period from the date of such prepayment to the last day of that calendar month and provided, further, that in the event that prepayment is made in full within one year from the date of this Mortgage, the Mortgagee may, at its election, require the Mortgagors to pay a premium charge of one percent (1%) of the original principal amount hereof; and

WHEREAS, it has been agreed by and between the Mortgagors and the Mortgagee that the payment of dues, interest, premiums and fines and of all other sums, as hereinafter provided, and the performance of all the covenants and conditions herein contained should be secured by a good and effectual Mortgage on the property hereinafter described and the execution of such Mortgage is a condition precedent to said advance;

* WHEREAS, the said sum of $7500.00 has been applied as a part of the purchase money for the property hereinafter described.

7055

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, in consideration of the premises and the sum of one dollar ($1.00) this day paid, the Mortgagors do grant and convey unto the Mortgagee, its successors and assigns, in fee simple, all that part of a lot, piece, lying and being in Fourth Election District of Anne Arundel County, in the State of Maryland, and which fronts on the North side of the County Road near Fort George G. Meade, now called Fifth Avenue, Extended, and which is more particularly described as follows, that is to say:

BEGINNING for the same at an iron pipe on the Northeast side of the County Road leading from Odenton to Fort George G. Meade, at the Southwesternmost corner of the property which was conveyed from William Lindemann and Sadie Lindemann, his wife, to Michael Miskanic and Evelyn Miskanic, his wife, by deed dated May 11, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 163, folio 289, and running thence North 32 degrees East 332.5 feet to an iron pipe located at the Northwesternmost corner of said property, thence running South 58 degrees East 32.75 feet to an iron pipe, thence running for a new line of division South 32 degrees West 332.5 feet to an iron pipe set on said mentioned County Road, thence running along said road, North 58 degrees West 32.75 feet to the point of beginning. Containing 0.25 of an acre of land, more or less.

BEING all of the same property which was conveyed by Jake Saii and Thelma Saiia, his wife, unto the said Bernard N. Wines and Susan T. Wines, his wife, the Mortgagors herein, by deed bearin even date herewith and recorded or intended to be recorded among the land records of Anne Arundel County immediately prior to the recordation of these presents.

* If this is to be a Purchase Money Mortgage, insert in this space appropriate WHEREAS clause.

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2

This Mortgage is made upon the express condition and 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 improvements thereon and all the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, with the improvements and appurtenances aforesaid, unto the Mortgagee, its successors and assigns, in fee simple.

PROVIDED, that if the Mortgagors shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the Mortgagors, for themselves, their heirs, executors, administrators and assigns, hereby covenant with the Mortgagee, its successors and assigns, as follows: (1) to pay to the Mortgagee, its successors or assigns, on or before the third Tuesday of each and every month, the sum of thirty cents (30¢) per share on each and every of said shares of stock as dues, the sum of Fifty Cents per share as interest on said advance and the sum of Ten Cents per share as a premium; (2) to pay all such fines as may by the Mortgagee, in conformity with its Certificate of Incorporation and By-Laws, be imposed upon the Mortgagors for any default made in the payment of said monthly dues and interest; (3) to keep the improvements now existing or hereafter erected on the mortgaged property in good repair; (4) to keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties and contingencies as may be required from time to time by the Mortgagee and in such amounts and for such period as may be required by the Mortgagee, and will promptly pay, when due, all premiums on such insurance provision for payment of which has not been made hereinbefore; it being expressly understood and agreed between the parties hereto that all such insurance shall be carried in companies approved by the Mortgagee, that the policies and renewals thereof shall be held by the Mortgagee and shall have endorsed thereon and attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, and that, in the event of loss, the Mortgagors will give immediate notice by mail to the Mortgagee, which may make proof of loss if not promptly made by the Mortgagors, and finally that each insurance company named in any such policy is hereby authorized and directed to make payment for such loss direct to the Mortgagee instead of to the Mortgagors and the Mortgagee jointly, and that 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; (5) to pay all taxes, all public dues, charges and assessments, water rents and all other governmental or municipal charges, fines or impositions for which the property hereby mortgaged has heretofore, or may hereafter, become liable, and in default of such payment that the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt secured hereby, shall be payable on demand, shall bear interest at the rate of 6% per annum and shall be secured by this Mortgage; (6) that it shall be deemed a default under this Mortgage if they shall sell, cease to own, transfer or dispose of the mortgaged property without the written consent of the Mortgagee; and (7) to obey the By-Laws of the Mortgagee now in force or hereafter to be adopted. All of said covenants shall continue in full force and effect until the whole amount of said advance, interest, premium and fines and all amounts paid for insurance, taxes, public dues, charges and assessments, with interest thereon as hereinabove provided, shall, by the payments made by the Mortgagors and dividends allowed by the Mortgagee, be paid in full.

AND it is agreed that until default is made in any agreement, covenant or condition of this Mortgage, the Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but in case the Mortgagors should fail to pay the dues, premiums, interest and fines, or either or any of them, or should fail to perform any one or more of the agreements, covenants or conditions of this Mortgage, then the whole mortgage debt hereby secured shall become due and payable forthwith, and the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of the mortgaged property, 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 be appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

AND it is further agreed that if at any time after the date of these presents the Mortgagee, its successors and assigns, shall become a party to any suit or legal proceeding either involving the title of the land hereby conveyed, or instituted for the condemnation of the same or any part thereof or of any right therein or affecting in any way the validity or integrity of the loan hereby secured, it is hereby expressly covenanted and agreed that the Mortgagee, its successors and assigns, shall have the right to employ an attorney or attorneys to represent it in such suit or legal proceeding and to pay such attorney or attorneys reasonable compensation for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee, its successors or assigns, shall become a part of the debt hereby secured and shall be payable on demand.

AND it is further agreed that if the property hereby conveyed or any part thereof be sold under the provisions of this Mortgage, all crops growing thereon on the day of sale shall pass with the title to said property so sold to the purchaser or purchasers thereof, his, her or their heirs, personal representatives and assigns.

AND the Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other Public General Laws or any Public Local Laws of the State of Maryland, relating to Mortgages, including any amendments, supplements or additions thereto, do hereby consent to the passage of a decree by the Circuit Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, for the sale of the herein described property at any time after the recording of this Mortgage (said sale to take place only after a default has occurred in any of the covenants or conditions of this Mortgage, as herein provided); or this Mortgage may be foreclosed, and the property herein sold, by the Mortgagee, or its successors or assigns, or by John S. Stanley, its duly constituted attorney, after any such default shall have occurred as aforesaid. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the

duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the County or City in which the land, or some portion thereof, is located; 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 ($75.00) ------ Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the trustee appointed by such decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such additional 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, with interest to the date of the final ratification of such sale; and, third, the balance, if any, to the Mortgagors, their heirs, personal representatives, successors or assigns, or to whomsoever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, their heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND the Mortgagors covenant to warrant specially the property hereby conveyed and to execute such further assurances thereof as may be requisite.

Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If more than one Mortgagor shall execute this Mortgage, any and all covenants on the part of the Mortgagors to be performed herein shall be joint and several.

WITNESS the hands and seals of the Mortgagors the day and year first above written.

TEST:

Eleanor Duval Lowery

Bernard N. Wines (SEAL)

Bernard N. Wines

TEST:

Susan T. Wines (SEAL)

Susan T. Wines

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, To Wit:

I HEREBY CERTIFY, that on this 27th day of June in the year One thousand nine hundred and Sixty-two, before me, the subscriber, a Notary Public in and for the State & County aforesaid, personally appeared Bernard N. Wines and Susan T. Wines, his wife, the Mortgagors named in the aforegoing Mortgage, and did each acknowledge the aforegoing Mortgage to be their respective act.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires
May 6, 1963

Eleanor Duval Lowery Notary Public

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit

I HEREBY CERTIFY, that on this 29 day of June in the year One thousand nine hundred and Sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Agent of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, the Mortgagee named in the aforegoing Mortgage, and made oath in due form of law that the consideration in the aforegoing Mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires
May 6, 1963

Myrtle Peterson Notary Public

Rec'd for record June 29 1962 at 4:12 P.M.

Mailed to The Laurel Bldg. Ass'n. of Prince George's County

4

RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1964 NOV 13 PM 1:00
& RECORDED IN LIBER LNP
NO. 517 FOLIO 557
LOUIS H. PHIPPS, CLERK

THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY hereby assigns the within Mortgage to Roger A. Clapp for purposes of foreclosure.

WITNESS the seal of said body corporate and the signature of James S. Brogan, Jr., Executive Vice President, this 4th day of November, 1964.

Attest:

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

By James S. Brogan, Jr.
James S. Brogan, Jr.
Executive Vice President

Louise A. Flester, Secretary

163390

Return to Equity

FIRST PURCHASE MONEY

MORTGAGE

FROM

BERNARD N. WINES and
SUSAN T. WINES, his wife

TO

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

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.

Cost of Record, $.....

Return to:

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY
Laurel, Maryland

For value received, THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY hereby releases the within Mortgage.

WITNESS the seal of the said body corporate and the signature of .....

....., President, this ..... day of ....., 19.....

ATTEST:

..... Secretary

..... President

BOOK 160 PAGE 59

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF BERNARD N. WINES and
SUSAN T. WINES, his wife

NO. 16,746 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

AFFIDAVIT OF NON-MILITARY SERVICE

PRINCE GEORGE'S
~~ANNE ARUNDEL~~ COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 11th day of November, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel~~ Prince George's County, James S. Brogan, Jr., Executive Vice-President of The Laurel Building Association,

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.)

Bernard N. Wines and Susan T. Wines, his wife, are residents of the State of Maryland ----------

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 11th day of November, 19 64.

Notarial Seal

Louise G. Fleeter
Notary Public

My Commission will expire on:
May 3, 1965

Filed,

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1964 NOV 13 PM 12:45

6

BOOK 160 PAGE 60

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

BERNARD N. WINES and SUSAN T. WINES, his wife

EQUITY NO. 16746

STATEMENT OF MORTGAGE CLAIM

Loan	$7,500.00
Real Estate Taxes and Insurance Premium Advanced	369.79
	$7,869.79
Less credit applicable to loan	74.93
	$7,794.86
Interest, premium and fines through October 31, 1964	297.65
Owing through October 31, 1964	$8,092.51

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of October 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANCES S. BEVERINA, who made oath in due form of law that she is the Treasurer of The Laurel Building Association of Prince George's County and that the above Statement of Mortgage Claim is true and correct and represents the amount due and owing to said The Laurel Building Association of Prince George's County as of October 31, 1964, under the loan secured by mortgage dated June 27, 1962, recorded among the Land Records of Anne Arundel County in Liber GTO 1574, Folio 554, and assigned to Roger A. Clapp for purposes of foreclosure.

AS WITNESS my hand and notarial seal.

Eleanor Duval Lowery, Notary Public

My commission expires: 3 May 1965

FILED

1964 NOV 13 PM 12:45

7

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

BOOK 160 PAGE 61

ASSIGNEE'S SALE
OF
VALUABLE IMPROVED FEE SIMPLE PROPERTY
ON NORTH SIDE OF FIFTH AVENUE EXTENDED, KNOWN AS
151 FIFTH STREET, ODENTON,
NEAR FORT GEORGE G. MEADE, FOURTH ELECTION
DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Bernard N. Wines and Susan T. Wines, his wife, dated June 27, 1962, to The Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 554, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SATURDAY, DECEMBER 12, 1964

at 11:00 o'clock A.M.

ALL that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the state of Maryland, which fronts on the North Side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows; that is to say:

BEGINNING for the same at an iron pipe on the Northeast side of the Country Road leading from Odenton to Fort George G. Meade, at the Southwesternmost corner of the property which was conveyed from William Lindemann and Sadie Lindemann, his wife, to Michael Miskanic and Evelyn Miskanic, his wife, by deed dated May 11,1937,

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1964 NOV 17 AM 11:44

and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 163, folio 289, and running thence North 32 degrees East 332.5 feet to an iron pipe located at the Northwestern-most corner of said property, thence running South 58 degrees East 32.75 feet to an iron pipe, thence running for a new line of division South 32 degrees West 332.5 feet to an iron pipe set on said mentioned County Road, thence running along said road, North 58 degrees West 32.75 feet to the point of beginning. Containing 0.25 of an acre of land, more or less.

BEING all of the same property which was conveyed by Jake Saii and Thelma Saiia, his wife, unto the said Bernard N. Wines and Susan T. Wines, his wife, the Mortgagors herein by deed dated June 27, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 551,

Subject to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said premises.

Improved by a one and one-half story frame dwelling containing seven rooms and bath.

TERMS OF SALE: One thousand ($1,000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six (6%) per centum from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and all other public charges to be adjusted to date of sale. Expense of conveyancing, recordation, and documentary stamps to be borne by purchaser.

For further particulars apply to the undersigned.

Roger A. Clapp
Hinkley and Singley

1600 First National Bank Building
Baltimore, Maryland 21201
Assignee

George Scible
Auctioneer

Anderson & Anderson
Attorneys for Assignee

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ROGER A. CLAPP, ASSIGNEE ;

vs. :

BERNARD N. WINES and :
SUSAN T. WINES, his wife

EQUITY NO. 16,746

: : : : : :

AMENDED
STATEMENT OF MORTGAGE CLAIM

Loan.	$ 7,500.00
Real estate taxes and insurance premiums advanced	369.79
	$ 7,869.79
Less credit applicable to loan.	76.81
	$ 7,792.98
Interest, premium and fines through December 1964.	406.35
Owing through December 1964.	$ 8,199.33

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared FRANCES S. BEVERINA, who made oath in due form of law that she is the Treasurer of The Laurel Building Association of Prince George's County and that the above statement of mortgage claim is true and correct and represents the amount due and owing to said The Laurel Building Association of Prince George's County as of December 31, 1964. under the loan secured by mortgage dated June 27, 1962, recorded among the Land Records of Anne Arundel County in Liber GTC 1574, Folio 554, and assigned to Roger A. Clapp for purposes of foreclosure.

AS WITNESS my hand and notarial seal.

Eleanor Duval Lowery, Notary Public
My commission espires: May 3, 1965.

FILED
1964 DEC -7 AM 10 33

//

BOOK 160 PAGE 64

IN THE MATTER OF	*	NO. 16,746 EQUITY
THE SALE OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF BERNARD N. WINES and	*	FOR
SUSAN T. WINES, his wife	*	ANNE ARUNDEL COUNTY

BOOK 12 PAGE 590

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Roger A. Clapp, as principal and the National Surety Corporation, a corporate, duly incorporated body under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Nine thousand ($9,000.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of December in the year Nineteen hundred sixty-four.

WHEREAS, the above bounden Roger A. Clapp, by virtue of the power contained in a mortgage from Bernard N. Wines and Susan T. Wines, his wife to the Laural Building Association of Prin ce George's County, dated June 27, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 554, and assigned to Roger A. Clapp for purposes of foreclosure on November 13, 1964; and,

WHEREAS, default having been made in the payment of said mortgage debt, interest and expenses, the said Roger A.Clapp, under said power, is about to sell said property.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Roger A. Clapp shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and

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Low Offices
ANDERSON & ANDERSON
Annapolis, Md.

12

shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of the 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 Roger A. Clapp has 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 above written.

Roger A. Clapp (SEAL)
Roger A. Clapp

Signed, sealed, and delivered in the presence of

Mary C. Tumser

NATIONAL SURETY CORPORATION

BY Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

As to Surety:

Richard G. Anderson

NATIONAL SURETY CORPORATION NEW YORK

Bond approved t. 7th day of December, 1964

Louis N. Phipps, Clerk

13

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

ON NORTH SIDE OF FIFTH AVENUE EXTENDED, KNOWN AS 151 FIFTH STREET, ODENTON, NEAR FORT GEORGE G. MEADE, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Bernard N. Wines and Susan T. Wines, his wife, dated June 27, 1962, to The Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 554, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SAT., DEC. 12, 1964
AT 11:00 O'CLOCK A.M.

ALL that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the state of Maryland, which fronts on the North Side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows; that is to say:

No. 14

BEGINNING for the same at an iron pipe on the Northeast side of the County Road leading from Odenton to Fort George G. Meade, at the Southwesternmost corner of the property which was conveyed from William Lindemann and Sadie Lindemann, his wife, to Michael Miskanic and Evelyn Miskanic, his wife, by deed dated May 11, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 163, folio 289, and running thence North 32 degrees East 332.5 feet to an iron pipe located at the Northwesternmost corner of said property, thence running South 58 degrees East 32.75 feet to an iron pipe, thence running for a new line of division South 32 degrees West 332.5 feet to an iron pipe set on said mentioned County Road, thence running along said road, North 58 degrees West 32.75 feet to the point of beginning. Containing 0.25 of an acre of land, more or less.

BEING all of the same property which was conveyed by Jake Saiia and Thelma Saiia, his wife, unto the said Bernard N. Wines and Susan T. Wines, his wife, the Mortgagors herein by deed dated June 27, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 551.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 66

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1964

We hereby certify, that the annexed

Assignee's Sale

No. 16,246 Eq

Bernard N. Wines

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of December, 1964. The first insertion being made the 19th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1964 DEC 15 PM 3:53
By M. Pilgrim

Subject to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said premises.

Improved by a one and one-half story frame dwelling containing seven rooms and bath.

TERMS OF SALE: One thousand ($1,000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six (6 per cent) per centum from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and all other public charges to be adjusted to date of sale. Expense of conveyancing, recordation, and documentary stamps to be borne by purchaser.

For further particulars apply to the undersigned.

ROGER A. CLAPP
HINKLEY AND SINGLEY
FIRST NATIONAL BANK
BUILDING
1600 First National Bank
Building
Baltimore, Maryland 21201
Assignee
ANDERSON & ANDERSON
Attorneys for Assignee

GEORGE SCIBLE,
Auctioneer

D-10

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 Franklin Street
Annapolis, Maryland

ASSIGNEE'S SALE
OF
VALUABLE IMPROVED FEE SIMPLE PROPERTY
ON NORTH SIDE OF FIFTH AVENUE EXTENDED, KNOWN AS
151 FIFTH STREET, ODENTON,
NEAR FORT GEORGE G. MEADE, FOURTH ELECTION
DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Bernard N. Wines and Susan T. Wines, his wife, dated June 27, 1962, to The Laurel Building Association of Prince George's County, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 554, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SATURDAY, DECEMBER 12, 1964
at 11:00 o'clock A.M.

ALL that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the state of Maryland, which fronts on the North Side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows; that is to say:

BEGINNING for the same at an iron pipe on the Northeast side of the County Road leading from Odenton to Fort George G. Meade, at the Southwesternmost corner of the property which was conveyed from William Lindemann and Sadie Lindemann, his wife, to Michael Miskanic and Evelyn Miskanic, his wife, by deed dated May 11, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 163, folio 289, and running thence North 32 degrees East 332.5 feet to an iron pipe located at the Northwesternmost corner of said property, thence running South 58 degrees East 32.75 feet to an iron pipe, thence running for a new line of division South 32 degrees West 332.5 feet to an iron pipe set on said mentioned County Road, thence running along said road, North 58 degrees West 32.75 feet to the point of beginning. Containing 0.25 of an acre of land, more or less.

BEING all of the same property which was conveyed by Jake Saiia and Thelma Saiia, his wife, unto the said Bernard N. Wines and Susan T. Wines, his wife, the Mortgagors herein by deed dated June 27, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 551.

Subject to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said premises.

Improved by a one and one-half story frame dwelling containing seven rooms and bath.

TERMS OF SALE: One thousand ($1,000.00) dollars in cash or by certified check will be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County, the unpaid purchase money to bear interest at the rate of six (6%) per centum from the date of sale to the date of settlement, or all cash at the time of sale. Taxes and all other public charges to be adjusted to date of sale. Expense of conveyancing, recordation, and documentary stamps to be borne by purchaser.

For further particulars apply to the undersigned.

Roger A. Clapp
Hinkley and Singley
1600 First National Bank Building
Baltimore, Maryland 21201
Assignee

George Scible
Auctioneer

Anderson & Anderson
Attorneys for Assignee

FILED

1964 DEC 18 AM 11:06

15

EXHIBIT "A" BOOK 160 PAGE 70

This is to certify that (I) (~~we~~) have this day purchased from Roger A. Clapp, Assignee, at public auction the property herein described at and for the sum of NINE THOUSAND FIVE HUNDRED DOLLARS ($ 9,500.00) and (I) (~~we~~) agree to comply with the terms of sale.

Witness (my) (~~our~~) hand (~~s~~) and seal (~~s~~) this 12th day of December, 1964.

Witness:

Richard V. Anderson

FRANK R. ABBO (SEAL)

(SEAL)

This is to certify that I have this day sold at public auction for Roger A. Clapp, Assignee, the property herein described to FRANK R. ABBO at and for the sum of NINE THOUSAND FIVE HUNDRED DOLLARS ($ 9,500.00), (~~it~~) (he) (~~she~~) (~~they~~) being at that price the highest bidder.

Witness my hand and seal this 12th day of December, 1964.

Witness:

Richard V. Anderson

George W. Scible, Auctioneer (SEAL)

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1964 DEC 18 AM 11:06

BOOK 160 PAGE 71

IN THE MATTER OF	*	NO. 16,746 EQUITY
THE SALE OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF BERNARD N. WINES AND	*	FOR
SUSAN T. WINES, his wife	*	ANNE ARUNDEL COUNTY

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

AFFIDAVIT

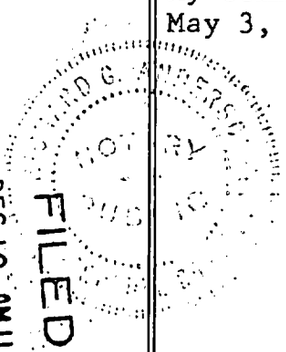
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that on this 12th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared _____ FRANK R. ABBO, who made oath in due form of law that (he) (~~she~~) (~~they~~) (is) (~~are~~) the purchaser (X) of the property described in these proceedings, that at the time (he) (~~she~~) (~~they~~) purchased the said property (he) (~~she~~) (~~they~~) (was) (~~were~~) not acting as agent (X) for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that (he) (~~she~~) (~~they~~) (has) (~~have~~) not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and seal Notarial.

Richard G. Anderson
Notary Public

My Commission Expires:
May 3, 1965



1964 DEC 18 AM 11:06 FILED

EXHIBIT "A"

17

BOOK 150 PAGE 72

IN THE MATTER OF	*	NO. 16,746 EQUITY
THE SALE OF THE	*	IN THE
MORTGAGED REAL ESTATE	*	CIRCUIT COURT
OF BERNARD N. WINES AND	*	FOR
SUSAN T. WINES, his wife	*	ANNE ARUNDEL COUNTY

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

ASSIGNEE's REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Roger A. Clapp, the assignee for the purpose of foreclosure, respectfully shows:

That after giving bond for the faithful discharge of his duties under the power of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in The Maryland-Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by hand bills posted upon the premises and also posted throughout Anne Arundel County, he did, pursuant to said notice, attend on the premises, in Odenton, Fourth Election District of Anne Arundel County, Maryland, on Saturday, December 12, 1964, at eleven o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot, part of a lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, in the State of Maryland, which fronts on the North Side of the County Road near Fort George G. Meade now called Fifth Avenue, Extended, and which is more particularly described as follows; that is to say:

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ANDERSON & ANDERSON
Annapolis, Md.

18

BEGINNING for the same at an iron pipe on the Northeast side of the County Road leading from Odenton to Fort George G. Meade, at the Southwesternmost corner of the property which was conveyed from William Lindemann and Sadie Lindemann, his wife, to Michael Miskanic and Evelyn Miskanic, his wife, by deed dated May 11, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 163, folio 289, and running thence North 32 degrees East 332.5 feet to an iron pipe located at the Northwesternmost corner of said property, thence running South 58 degrees East 32.75 feet to an iron pipe, thence running for a new line of division South 32 degrees West 332.5 feet to an iron pipe set on said mentioned County Road, thence running along said road, North 58 degrees West 32.75 feet to the point of beginning. Containing 0.25 of an acre of land, more or less.

BEING all of the same property which was conveyed by Jake Saiia and Thelma Saiia, his wife, unto the said Bernard N. Wines and Susan T. Wines, his wife, the Mortgagors herein by deed dated June 27, 1962, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1574, folio 551, subject to the covenants, agreements, conditions, limitation, easements and restrictions of record affecting said premises; improved by a one and one-half story frame dwelling containing seven rooms and bath, to Frank Abbo for the sum of Nine thousand five hundred ($9,500.00) dollars, he being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement and Auctioneer's Certificate is filed herewith, marked "Exhibit 'A'".

Roger A. Clapp, Assignee

Anderson & Anderson

Anderson & Anderson
Attorneys for Assignee

19

CITY OF BALTIMORE
STATE OF MARYLAND, ~~COUNTY OF ANNE ARUNDEL~~, 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 City aforesaid, personally appeared Roger A. Clapp, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

AS WITNESS my hand and seal Notarial.

Carrie M. Knight
CARRIE M. KNIGHT Notary Public

My Commission Expires:
May 3, 1965

28

ORDER NISI

BOOK 160 PAGE 75

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD N. WINES AND SUSAN T. WINES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,746 Equity

Ordered, this 18th day of December, 19 64, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, the assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of January next.

The report states that the amount of sale was $ 9,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Anderson and Anderson, Attys.
(Final Order)

For the Maryland Gazette Dec. 24th Ed.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD N. WINES AND SUSAN T. WINES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of February, 1965 that the sale made and reported by the assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the aggisnee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Matthew S. Evans
JUDGE.

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1965 FEB 10 PM 2:29

21

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,746 Equity

In the Matter of the Sale of the Mortgaged Real Estate of BERNARD N. WINES and SUSAN T. WINES, his wife

Ordered, this 18th day of December, 1964, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, the assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of January next.

The report states that the amount of sale was $9,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST;

LOUIS N. PHIPPS, Clerk

J-14

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

BOOK 150 PAGE 76

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,746

Bernard N. Wines

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of January, 1965. The first insertion being made the 22nd day of December, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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1965 JAN 19 PM 1:54

No. M. G. 33 279

BOOK 160 PAGE 77

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD N. WINES AND SUSAN T. WINES, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,746 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.
February 19, 1965

John H. Hopkins, IV Auditor.

1965 FEB 19 PM 2:55
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FINAL ORDER

ORDERED BY THE COURT, this 9th day of March, 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

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3

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF BERNARD N. WINES AND SUSAN T. WINES, HIS WIFE

In Acct. with ROGER A. CLAPP, ASSIGNEE

			Cr.
1964, December 12,			
Proceeds of sale	9,500 00		
Interest on deferred payment of $8,500.00 from December 12, 1964 to February 11, 1965	85 00	9,585 00	
Refund 1964 County and State taxes, adjusted 12/12/64 to 12/31/64 (157.17)	8 36	8 36	
			9,593 36
To Assignee for counsael fee, viz:	75 00		
To Assignee for commissions, viz:	317 55	392 55	
To Assignee for Court costs, viz:			
Plaintiffs Solicitors Appearance fee	10 00		
Clerk of Courts - court costs	31 00		
Auditor - stating this account	40 00	81 00	
To Assignee for expenses, viz:			
Capital-Gazette Press, Inc. - Advertising sale	129 52		
Capital-Gazette Press, Inc. - Order nisi, sale	15 00		
Barrett Printing Company, Inc. - Handbills	17 88		
National Surety Corp. - Bond Premium	36 00		
George W. Scible - Auctioneers fee	40 00		
Louis N. Phipps, Clerk - Recording Assignment	1 00		
Notary fees	2 50	241 90	
To Laurel Building Association, claim in full	8,199 33		
Interest on principal balance of $7,792.98 from 1/1/65 to 3/8/65 - 66 days @ 6%	84 63	8,283 96	
To Jake Saiia and Thelma Saiia, this balance on account of second mortgage claim filed	593 95	593 95	
			9,593 36

IN RE THE ESTATE OF	*	NO. 16954 EQUITY
ETHEL M. ADDIS,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

MR. CLERK:

Please docket the above case and file therein the attached Certified Copy of Docket Entries from the Estate of Ethel M. Addis, Incompetent, in the Orphans' Court of Montgomery County, Pennsylvania, and the attached Certified Copy of Appointment of The First Pennsylvania Banking and Trust Company as Guardian of the Estate of Ethel M. Addis, Incompetent.

Richard G. Anderson

Richard G. Anderson
Attorney at Law
92 Franklin Street
Annapolis, Maryland
CO 8-5035

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1965 JAN 26 PM 2:55

BOOK 160 PAGE 80

No. 16,954 Fam. Ct.

COOC 14-37

In the Orphans' Court of Montgomery Co., Pa.

Estate of ETHEL M. ADDIS, incompetent.

I HEREBY CERTIFY, that the following is a copy of the Docket Entries in the Estate of ETHEL M. ADDIS, incompetent:

"Pet. for Appt. Gdn OC 174 Jun 28 1963
Cita & Proof of Service OC 174 Jul 19 1963
Gdn's Inventory OC 174 Dec 23 1963
Pet. fr Allowance OC 174 Jan 15 1964 "

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Norristown this fifth day of January A. D. 1965.

Edith B. Custer
2nd Assistant Clerk of the Orphans' Court.

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1965 JAN 26 PM 2:55

COOC 14-45

No. 16,954 Equity

BOOK 160 PAGE 81

In the Orphans' Court of Montgomery County, Pa.

Estate of ETHEL M. ADDIS, incompetent.

WHEREAS, at a session of said Court held at Norristown, Pa., on the twenty-eighthday of June A. D. 19 63 before the Honorable Alfred L. Taxis, Jr., President Judge of said Court, the petition of Horsham Hospital, Inc., for appointment of guardian, was presented

WHEREUPON it was proceeded with, that the following order and decree was entered:—

AND NOW, this 22nd day of July 1963, upon consideration of the within Petition and after hearing in Open Court, upon motion of Smillie, Bean, Davis and Tredinnick, Esquires, and Saul, Ewing, Remick and Saul, Esquires, attorneys for Petitioner, the Court finds that Ethel M. Addis is incompetent and is unable to manage her own property and The First Pennsylvania Banking and Trust Company is hereby appointed guardian of her estate and the entry of bond is waived.

BY THE COURT,

ALFRED L. TAXIS, JR.

P.J.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Norristown this 10th day of December A. D. 19 64.

Editha B. Custer

2nd Assistant Clerk of the Orphans' Court

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1965 JAN 26 PM 2:55

LIBER 160 PAGE 82

HAROLD W. HARTGE
3624 Lockwood Road
Baltimore, Maryland

ROLAND T. HARTGE
489 St. Clair
Grosse Point 30, Michigan

PLAINTIFFS

vs.

CHARLES PRICE DAVIS
Linstead on the Severn

ALBERT HENRY RUDOLF, JR.
2166 East 31st Street
Cleveland 15, Ohio

WALTER ARTHUR WHITE
Rua Nestor Pestana 30
Apartemento 54
Sao Paulo, Brazil

DEFENDANTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 16,129

* * * * * * * * * *

BILL OF COMPLAINT FOR SALE IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Harold W. Hartge and Roland T. Hartge, by Childs and Bald, their attorneys respectfully represent unto your Honors:

FIRST: That the parties hereto are tenants in common of certain tracts of land located in the Seventh Election District of Anne Arundel County, Maryland, namely:

(a) Lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19, of Block 58; Lots 1, 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19, Block 60 of Section "D" Avalon Shores, being the same property conveyed to Charles F. Hartge, Dorothy F. White, Harold W. Hartge, Roland T. Hartge and Myrtle J. Davis by deed from Avalon Shores, Inc. dated August 10, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 299, folio 146, and by deed from Summer Colonies, Inc., dated August 31, 1945,

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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1964 FEB -3 PM 3:32

and recorded among the aforesaid land records in Liber J.H.H. 340, folio 80 of said county. Certified copies of the deeds are filed herewith and marked plaintiffs Exhibits I and II respectively.

(b) Four acres, 1 rood, 35 perches; seven acres, 1 rood, 27 square perches; fifteen and three quarters acres, more or less being the same property conveyed to Harold W. Hartge, Roland T. Hartge, Dorothy F. White, Charles F. Hartge and Myrtle F. Davis by deed from Charles A. Hartge, widower dated September 16, 1938, and recorded among the Land Records of said County in Liber F.A.M. 189, folio 69. A Certified copy of said deed is filed herewith and marked Plaintiffs' Exhibit III.

SECOND: By the latter deed said Charles A. Hartge, widower, reserved unto himself a life estate, but upon his death in 1943 the property vested absolutely in the above-named grantees in paragraph 1 (b).

THIRD: Charles F. Hartge, died intestate and unmarried on May 23, 1952, leaving surviving him as his only heirs at law, his sisters, Myrtle J. Davis, Grace H. Van Lill and his brothers Harold W. Hartge and Roland T. Hartge.

FOURTH: Dorothy Frances White died in California in September of 1959 and by the terms of her last will and testament devised her interest in the property conveyed to her by Charles A. Hartge in two equal shares - one share to her mother, Grace H. Van Lill and one share to her husband Walter Arthur White. Her interest in the balance of the real estate she devised to her husband, Walter Arthur White. A certified copy of her last will and testament is filed herewith, marked Plaintiffs' Exhibit IV. At the time of her death she

2

was also survived by her mother, Grace H. Van Lill, her father, H. Frank Van Lill, and by her son, the defendant, Albert Henry Rudolph.

FIFTH: Grace Hartge Van Lill, died testate on December 1961, survived by her husband, Frank Van Lill of Cleveland, Ohio, and her grandson, Albert Henry Rudolf as her sole heirs at law. A certified copy of her Last Will and Testament is filed herewith and marked Plaintiffs' Exhibit V. However, Dorothy Frances White, sole legatee under her will having predeceased her, her interest in the subject property passed to H. Frank Van Lill and Albert Henry Rudolf.

SIXTH: Frank Van Lill died intestate on April 7, 1963 leaving surviving him as his only heir at law, his grandson, Albert Henry Rudolf.

SEVENTH: Myrtle J. Davis died testate February 14, 1962, and by the terms of her last will and testament devised her entire estate to her husband, Charles Price Davis. A certified copy of her will is filed herewith and marked, Plaintiffs' Exhibit VI.

EIGHTH: Your petitioners aver that owing to the nature of the real estate, some improved and some unimproved, some inland and some riparian, it cannot be equally divided among the parties in interest without loss or damage to the owners thereof.

TO THE END, THEREFORE:

1. That your Honors may decree a sale in lieu of partition of the aforementioned real property pursuant to Maryland Rules of Procedure BJ 70 and 71.

2. That an order of publication may be granted your petitioners directed to all non-resident parties in interest

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

3

advising them of the pendancy and the substance of these proceedings.

3. That notice to creditors of all deceased parties in interest not heretofore granted in the administration of their respective estates may be granted pursuant to the provisions of Article 93, Section 124 of the 1957 Annotated Code of Maryland.

4. That your Honors may afford such other and further relief as your petitioners cause may require.

Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs

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

Harold W. Hartge

Roland T. Hartge

J.H.H. 294 - P. 146

NO STAMPS REQUIRED

THIS DEED, Made this Tenth day of August in the year 1943 by and between AVALON SHORES, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Maryland, party of the first part; and Charles F. Hartge, Dorothy F. White, Harold W. Hartge, Roland T. Hartge, and Myrtle J. Davis of Shady Side, Maryland parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, their heirs and assigns in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, Maryland, and described as follows: Lots numbered Twelve (12), Thirteen (13), Fourteen (14) Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19) all in Block numbered Sixty (60), as shown on a certain map entitled, "Avalon Shores, Section D, Anne Arundel County, Md., September 1938, Joseph H. Starkey, C. E. Silver Spring, Md." recorded in Cabinet No. 1, Rod A-8, Plat No. 4 among the land records of Anne Arundel County.

TOGETHER with all improvements thereupon made or being; and all and every the rights, alleys, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; subject, however, to the covenants, easements and restrictions of record; covenants and restrictions recorded in Liber F.S.H. 101, Folio 449 and to the further covenant and restriction that no dwelling house shall be erected on said land costing less than Seven Hundred and Fifty Dollar_ ($750.00)

TO HAVE AND TO HOLD the aforesaid piece or parcel of land 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 only proper use, benefit and behoof forever of said parties of the second part, their heirs or assigns in fee simple

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

The parties of the second part, for themselves, their heirs or assigns hereby covenant and agree to pay to said Avalon Shores, Incorporated, party of the first part, or its assigns, the sum of One Dollar for each and every lot hereby conveyed to be used by said party of the first part, or its assigns, in the construction, care, and upkeep of the roads and streets in Avalon Shores, and that said parties of the second part, their heirs or assigns shall pay a similar amount each and every year hereafter, said payments to be due and payable in the month

of January in each year, and same shall be a lien against said real estate hereby conveyed and be a covenant running with the land, and shall be promptly paid by said parties of the second part, their heirs or assigns,

IN TESTIMONY WHEREOF, the said Avalon Shores, Incorporated, has signed and caused these presents to be signed with its corporate name by John M. Thomas, its President, and has caused its corporate seal to be hereto attached and attested by William M. Thomas, its Secretary, and does hereby constitute and appoint the said John M. Thomas its true and lawful Attorney in Fact to acknowledge these presents as the act and deed of said Avalon Shores, Incorporated.

ATTEST (CORPORATE SEAL) AVALON SHORES, INCORPORATED,

WILLIAM M. THOMAS BY JOHN M. THOMAS

SECRETARY PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I do hereby certify that on this 22nd day of December 1943, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared John M. Thomas, President of Avalon Shores, Incorporated, named in the aforegoing instrument of writing and acknowledged the same to be the act and deed of said Avalon Shores, Incorporated.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 22nd day of December 1943.

(NOTARIAL SEAL) HATTIE Q. THOMAS, NOTARY PUBLIC.

My commission expires 7th day of May 1945

Recorded December 28th, 1943 at 11-45 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing copy of Deed is truly taken and copied from Liber JHH No. 299 folio 146 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 4th day of December A. D., 1963

Examiner's Exhibit No 3
Hartge et al v. Davis et al
16,129 Eq
6 John J. Rome 2

FILED
1964 JUL 22 PM
PLAINTIFF'S EXHIBIT I

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

FF 160 PAGE 88

INT. REV. STAMPS $.55- MD. STATE STAMPS $.40

THIS DEED made this thirty-first day of August, 1945, by and between Summer Colonies, Incorporated, a body corporate of the State of Maryland, party of the first part, and Charles F. Hartge, Harold W. Hartge, his brother, Roland T. Hartge, his brother, Myrtle J. Davis, his sister and Dorothy F. White, his sister, of Shady Side, Anne Arundel County, Maryland, parties of the second part, Witnesseth:

THAT for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, paid it by the parties of the second part, the receipt whereof by the party of the first part is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said parties of the second part, their heirs and assigns, forever, in fee simple, as tenants in common,

ALL those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being known and designated as Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19), in Block numbered Fifty-eight (58), and Lots One (1), Two (2), Three (3) and Four (4), in Block numbered Sixty (60), all as shown on the Plat of Avalon Shores, Section D. made by Joseph N. Starkey, Civil Engineer, September, 1938, and recorded among the aforesaid Plat Records in Cabinet 1, Rod A-8, Plat 4.

BEING a portion of that property which was conveyed to the said Summer Colonies, Incorporated, by Avalon Shores, Incorporated, by deed dated December 18, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 321, folio 218.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining; subject, however, to the covenants, easements and restrictions of record, and to the further covenant and restriction that no dwelling house shall be erected on said land costing less than Fifteen Hundred Dollars.

TO HAVE AND TO HOLD the above described lots or parcels of land, to and unto the proper use and benefit of the said parties of the second part, their heirs and assigns, forever, in fee simple, as tenants in common.

AND the said party of the first part hereby covenants that it will warrant specially the title to the property hereby conveyed, and that it will execute such other and further assurances thereof as may be requisite or necessary.

The parties of the second part, for themselves, their heirs or assigns, hereby covenant and agree to pay to said Summer Colonies, Incorporated, or its assigns, the sum of Fifteen Dollars for the lots hereby conveyed to be used by Summer Colonies, Incorporated, or its assigns, in the construction, care and upkeep of the roads and streets in Avalon Shores, and that said parties of the second part, their heirs or assigns, shall pay a similar amount each and every year hereafter, said payments to be due and payable in the month of January of each year, and same shall be a lien against said property hereby conveyed and be a coverant running with the land, and shall be promptly paid by said parties of the second part, their heirs and assigns.

IN WITNESS WHEREOF, the said Summer Colonies, Incorporated, has caused these presents to be executed by its President, whose signature is duly attested by its Secretary, and its corporate seal affixed.

SUMMER COLONIES, INCORPORATED

Attest:

JOHN M. THOMAS, Secretary

WILLIAM M. THOMAS, President

(Corporate Seal)

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

I hereby certify that on this 31st day of August in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William M. Thomas, President of Summer Colonies, Incorporated, a body corporate of the State of Maryland, and he acknowledged the foregoing instrument of writing to be the act and deed of said body corporate.

Witness my hand and Notarial Seal.

(Notarial Seal)

MARIE G. THOMAS, Notary Public

Recorded - 11th September 1945, at 1:15 P.M.

LIBER 160 PAGE 90

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing copy of Deed is truly taken and copied from Liber JHH No. 340 folio 80 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 3rd day of December A. D., 1963

Examiner's Exhibit No 2
Hartge, et al v. Davis, et al Eq 16, 129
FILED John S. Rowe 1964 JUL 22 PM 4:14

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

8 A. 1964 FEB -3 PM 3:33 PLAINTIFF'S EXHIBIT II

THIS DEED made this sixteenth day of September, 1938, by and between Charles A. Hartge, Widower, of Anne Arundel County, State of Maryland, of the first part, hereinafter called "GRANTOR"; and Dorothy F. White, of the City of Lakewood, State of Ohio, Charles F. Hartge, of Anne Arundel County, State of Maryland, Myrtle J. Davis, of Baltimore City, State of Maryland, T. Roland Hartge, of the City of Detroit, State of Michigan, and Harold W. Hartge, of Baltimore City, State of Maryland, of the second part, hereinafter called "GRANTEES".

WITNESSETH: That in consideration of natural love and affection, and of the sum of One Dollar ($1.00) paid by each of the said GRANTEES to the above named GRANTOR, the receipt whereof is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the above named GRANTEES, as tenants in common, their heirs or assigns, in fee simple, subject to the reservation hereinafter set forth, all those lots or parcels of ground situate in the Seventh Election District of Anne Arundel County, Maryland, near Shadyside, being parts of the tract called "Rural Felicity", which were conveyed to the said Charles G. Hartge by the two following deeds and therein described by metes and bounds, courses and distances, namely:

(1). Deed from Margaret A. Hartge, widow, dated December 5, 1892, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 42 folio 496, by which is conveyed a lot of ground containing four acres, one rood and thirty-five perches, more or less; and

(2). Deed from Oscar F. Hartge, et al, dated January 7, 1899, and recorded among the Land Records aforesaid in Liber G.W. No. 21 folio 147, by which are conveyed five lots of ground containing in the aggregate forty-one acres, more or less.

Ex Deed to P.O. Museum 10-17-38

TOGETHER WITH the buildings and improvements thereon, and all of the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Dorothy F. White, Charles F. Hartge, Myrtle J. Davis, T. Roland Hartge and Harold W. Hartge, as tenants in common, in fee simple; PROVIDED, HOWEVER, and this is an express condition of this conveyance, that the said GRANTOR reserves the right to continue to occupy the above described property as his home for and during the remainder of his life, with all rights and privileges of residence in any way thereunto appertaining.

AND the said GRANTOR does hereby covenant that he will WARRANT SPECIALLY the title to the property hereby conveyed, and that he will execute such other or further assurances of the same as may be requisite.

WITNESS THE HAND AND SEAL OF THE SAID GRANTOR.

WITNESS:

LAURA R. JICKLING

CHARLES A. HARTGE (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this sixteenth day of September, 1938, before the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Charles A. Hartge, Widower, and duly acknowledged the aforegoing deed to be his act.

WITNESS MY HAND AND SEAL NOTARIAL.

(NOTARIAL SEAL)

LAURA R. JICKLING

NOTARY PUBLIC

Recorded-September-20-1938-9-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing copy of Deed is truly taken and copied from Liber FAM, No. 189, folio 69, 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 3rd day of December, A. D., 1963

Examiner's Exhibit No. 1
Hartge, et al FILED Davis, et al. Eq 16621 FILED
John S. Rowe L. Exam 1964 FEB -3 PM 3:34 1964 JUL 22 PM 4:14
PLAINTIFF'S EXHIBIT III

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

10

WILL OF DOROTHY FRANCES WHITE

I, DOROTHY FRANCES WHITE, a resident of Oakland, California, hereby make and declare this to be my last Will and revoke all other Wills and Codicils previously made by me.

FIRST: I declare that I am married and my husband's name is WALTER ARTHUR WHITE; I have one child now living, namely my son, ALBERT HENRY RUDOLPH, JR.; and I have no deceased children.

SECOND: It is my intention hereby to dispose of all real and personal property which I have the right to dispose of by Will, including any and all property as to which I may have a power of appointment by Will.

THIRD: I direct that all my just debts, funeral expenses, and expenses in connection with the administration of my estate be paid as soon as practicable after my death.

FOURTH: I give and devise all of my right, title and interest in the property known as the CHARLES A. HARTGE ESTATE, located on West River at Shade Side, Maryland, to my mother, GRACE HARTGE VAN LILL, and to my husband, WALTER ARTHUR WHITE, in equal shares, each to have an undivided one-half (1/2) interest in said property; and it is my wish that neither dispose of his share of said property without the written consent of the other.

FILED
1964 FEB -3 PM 3:34

FILED
1964 JUL 22 PM 4:41

PLAINTIFF'S EXHIBIT IV

Examiner's Exhibit No. 7
Hartge, et al v. Davis, et al
Eq 16.129
John S. Rowan Exam

FIFTH: All the rest of my estate, both real and personal, of whatever nature and wherever situated, including, without limitation, all property acquired by me after the execution of this Will, all property over which I may have a power of appointment and all lapsed and failed legacies, devises and bequests, I give, bequeath, devise, and appoint to my husband, WALTER ARTHUR WHITE, if he survives me, or, if he does not survive me, to my mother, GRACE HARTGE VAN LILL.

SIXTH: I hereby declare that it was not my intention to make provision in this Will for any of my heirs, including my son ALBERT HENRY RUDOLPH, JR., or my father H. FRANK VAN LILL, or for any relative, next of kin, or other person, except as otherwise provided herein; and the absence of such a provision was not due to oversight on my part.

SEVENTH: I appoint my husband, WALTER ARTHUR WHITE, as executor without bond under my Will.

EIGHTH: If any provision of this Will or of any Codicil should be invalid, it is my intention that all of the remaining provisions thereof shall continue to be fully effective.

This Will was signed by me on the 15 day of December 1958, at Oakland, California.

Dorothy Frances White

The foregoing instrument was signed on the above date by the

testator, DOROTHY FRANCES WHITE, in our presence, we being present at the same time, and she then declared to us that such instrument was her last Will; and we at the testator's request and in her presence and in the presence of each other, have signed such instrument as witnesses.

Connie C. Tow R.N. Residing at Oakland, Calif

Beatrice Johnson Residing at Oakland, Calif

Jack W. Willing Residing at Orinda, Calif

Received: MAR 15 1960
JACK G. BLUE, County Clerk
By ..... Deputy

The foregoing instrument is a correct copy of the original on file in this office

ATTEST: JAN - 6 1964
JACK G. BLUE, County Clerk
County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Alameda
BY ..... DEPUTY

13

LIBER 160 PAGE 96

LAST WILL AND TESTAMENT

OF

GRACE HARTGE VAN LILL

- 8 1962
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

I, GRACE HARTGE VAN LILL, of Shadyside, Anne Arundel County, Maryland, being of sound and disposing mind and memory, and capable of executing a valid deed or contract, do make, publish and declare this to be my Last Will and Testament, intending to hereby dispose of my entire estate, real, personal and mixed, wheresoever situate.

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

FIRST: I give, devise and bequeath all of my property, real, personal and mixed, of every kind, and wheresoever situate, to my Daughter, DOROTHY FRANCES WHITE, absolutely.

I do hereby constitute and appoint Clarence L. Johnson to be the Executor of this my Last Will and Testament, without bond, hereby revoking any and all wills and condicils by me heretofore made; declaring this and none other to be my Last Will and Testament.

IN WITNESS WHEREOF, I hereunto set my hand and affix my seal to this my Last Will and Testament, this 18th day of January, 1955.

Grace Hartge Van Lill (SEAL)
Grace Hartge Van Lill

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

Mary L Norell Shady Side Md
ADDRESS:

Albertine A Mohler Shady Side Md
ADDRESS:

Arthur D. Mohler
ADDRESS: Shady Side Md

Examiner's Exhibit No 18
Hartge, et al v. Davis, et al. Equity 16,129
Jos S. Ross L. Exam

FILED
1964 FEB -3 PM 3:34

FILED
1964 OCT 22 AM 4:11

PLAINTIFF'S EXHIBIT

14

LIBER 160 PAGE 97

LAST WILL AND TESTAMENT

OF

MYRTLE JACKSON DAVIS

I, MYRTLE JACKSON DAVIS, of Baltimore City, State of Maryland, do hereby make, publish and declare this my Last Will and Testament, hereby revoking all other wills and codicils heretofore by me made.

After the payment of all of my just debts and funeral expenses, the amount of the latter to be within the discretion of my Executor hereinafter named, I give, devise and bequeath my entire estate as follows:

ITEM ONE: I give, devise and bequeath my entire estate of whatsoever kind and character and wheresoever situate unto my husband, Charles Price Davis, absolutely, if he be living at the date of my death. In the event my said husband should predecease me, I give, devise and bequeath my said estate unto my children then living, in equal parts or shares, absolutely, the child or children of any child of mine who may be then deceased to take their parents' share per stirpes.

ITEM TWO: In the event that any beneficiary named in this my Last Will and Testament should die in or as a result of the same common accident or disaster as may be the cause of my death, I will and direct that for all purposes under this Will, such beneficiary be deemed to have predeceased me.

ITEM THREE: I hereby nominate, constitute and appoint my husband, Charles Price Davis, to be the Executor of this my Last Will and Testament and I grant unto my said Executor full power and authority to sell all or any part of my estate for whatsoever purpose or purposes he may deem advisable without making prior application to the Orphans' Court or to any other Court. I request that my said Executor be excused from giving bond to secure the faithful performance of his duties.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this

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1964 FEB -3 PM 3:34

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1964 JUL 22 PM 4:11

PLAINTIFF'S EXHIBIT VI

11 day of February, 1958 (1954)

MYRTLE JACKSON ~~HARTG~~ (SEAL)
DAVIS

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

ETA B. DIXON residing at WARREN ROAD, COCKEYSVILLE, MD.

RAY FISHER " " BALTIMORE, MD.

16

Baltimore City, ss. LIBER 160 PAGE 99

On the 19th day of February, 1962

came Roger Clapp

and made oath in due form of law, that he does not know of any Will or Codicil of Myrtle Jackson Davis late of said City, deceased, other than the above instrument of writing, and that he received the same from Charles P. Davis husband of the decedent.

and that the said Myrtle Jackson Davis departed this life on the 14th day of February, 1962.

SWORN TO before the Subscriber.

LEROY C. SHAUGHNESSY.
Register of Wills for Baltimore City.

16P

LIBER 161 PAGE 100

BALTIMORE CITY, SS:

On the 8th day of March, 1962, came Roger Clapp, and made oath in due form of law, that he is familiar with the handwriting of the Testatrix, and says that the signature, Myrtle Jackson Davis, as so written to this Will is true and genuine signature. Therefore this Will is admitted to Probate under Section 384, Article 93, Code of Public General Laws of Maryland.

Sworn to before the Subscriber.

LEROY C. SHAUGHNESSY

Register of Wills for Baltimore City.

161

LIBER 160 PAGE 101

In the Orphans' Court of Baltimore City:

The Court, after having carefully examined the above last Will and Testament of Myrtle Jackson Davis, late of Baltimore City, deceased, ~~[illegible]~~ and also evidence adduced as to its validity, Orders and Decrees, this 8th day of March, 1962, that the same be admitted in this Court as the true and genuine last Will and Testament ~~[illegible]~~ of the said Myrtle Jackson Davis, deceased.

JUDGES

DANIEL FRIEDMAN

JAMES A. PERROTT

JOHN M. BAUMANN

1000—10-61

148

16 c

LIBER 160 PAGE 102

State of Maryland,

BALTIMORE CITY, ss.

I, LEROY C. SHAUGHNESSY, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of Last Will and Testament Estate Of Myrtle Jackson Davis late of said city, deceased, together with proofs and probate thereof, etc., taken from Wills Liber L.C.S. No. 286 Folio No. 456, being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 6th day of December, in the year of our Lord nineteen hundred and Sixty-three.

Leroy C. Shaughnessy

Register of Wills for Baltimore City.

5000—9-63

212

16 D

HAROLD W. HARTGE, et al	*	
Plaintiffs	*	
vs.	*	IN THE
CHARLES PRICE DAVIS 19 Boone Trail Linstead, Severna Park Maryland	*	CIRCUIT COURT
	*	FOR
ALBERT HENRY RUDOLF, JR. 2166 East 31st Street Cleveland 15, Ohio	*	ANNE ARUNDEL COUNTY
	*	
WALTER ARTHUR WHITE Rua Nestor Pestana 30 Apartemento 54 Sao Paulo, Brazil	*	NO. 16,129 EQUITY
Defendants	*	
	*	

* * * * * * * * *

ORDER OF PUBLICATION

The purpose of this proceeding is to obtain sale of certain real estate in lieu of partition.

The bill states, among other things, that the parties to the proceedings are tenants in common in Lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19 of Block 58; Lots 1, 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19, Block 60 of Section "D" Avalon Shores, and certain other real estate containing four acres, 1 rood, 35 perches; seven acres, 1 rood, 27 square perches; and 15 3/4 acres, all located in the Seventh Election District of Anne Arundel County, Maryland.

Charles F. Hartge, Dorothy F. White, Harold W. Hartge, Roland T. Hartge, and Myrtle J. Davis purchased the Avalon Shores lots from Summer Colonies, Inc. by deed dated August 31, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 299, folio 146, while the property in acreage was conveyed to them by deed dated September 16, 1938

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1964 FEB -3 PM 3:32

17

and recorded among the Land Records aforesaid in Liber F.A.M. 189, folio 69 from Charles A. Hartge who died in 1943.

Thereafter, Charles F. Hartge died intestate in 1952 and his interest vested in his heirs at law, Grace Hartge Van Lill, Myrtle J. Davis, Harold W. Hartge and Roland T. Hartge.

Dorothy F. White died in September of 1959 and devised her interest in the property conveyed to her by Charles A. Hartge in two equal shares, one to her mother, Grace Hartge Van Lill and one to her husband, Walter Arthur White. Her interest in the other real estate she devised to her husband, Walter Arthur White.

Grace Hartge Van Lill died in 1961 survived by her husband, Frank Van Lill and her grandson, Albert Henry Rudolf. Under the terms of her last will and testament she devised her entire estate unto her daughter, Dorothy Frances White who had predeceased her and therefore, her interest in the real estate passed to H. Frank Van Lill and Albert Henry Rudolf. The said Frank Van Lill died April 1963 leaving surviving him as his sole heir at law, Albert Henry Rudolf.

Myrtle J. Davis died in February 1962 and devised her estate unto her husband, Charles Price Davis.

The bill alleges that owing to the nature of the real estate, it cannot be equally divided among the parties in interest without loss or damage to the owners thereof. The bill requests that the Court may decree a sale in lieu of partition, pursuant to Maryland Rules of Procedure BJ 70 and 71, and for such other and further relief as the petitioners' cause may require.

IT IS THEREFORE, this 3rd day of February, 1964, by the Circuit Court for Anne Arundel County, Maryland, ORDERED

18

that the Plaintiffs, by causing a copy of this Order of Publication to be inserted in some local newspaper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 9th day of March next, give notice to the non-resident defendants, the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 9th day of June, 1964, to show cause, if any they may have, why a decree should not be granted as prayed herein; provided, however, another mode of service may be that a copy of this Order may be personally served on such defendants ~~one~~ Three months before the day fixed for their appearance, which day herein fixed for their said appearance is the 9th day of June 1964.

Louis N. Phipps

Louis N. Phipps, Clerk

19

LIBER 160 PAGE 106

HAROLD W. HARTGE and ROLAND T. HARTGE, Plaintiffs	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CHARLES PRICE DAVIS, ALBERT HENRY RUDOLF, JR. and WALTER ARTHUR WHITE, Defendants	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 16,129
	:	

: : : : : : :

ANSWER OF CHARLES PRICE DAVIS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charles Price Davis by Roger A. Clapp and Hinkley and Singley, his solicitors, to the bill of complaint filed against him and others in this Court:

1. This defendant admits the allegations of fact set forth in Paragraph First of said bill of complaint.

2. This defendant admits the allegations of fact set forth in Paragraph Second of said bill of complaint.

3. This defendant admits the allegations of fact set forth in Paragraph Third of said bill of complaint.

4. This defendant admits the allegations of fact set forth in Paragraph Fourth of said bill of complaint.

5. This defendant admits the allegations of fact set forth in Paragraph Fifth of said bill of complaint.

6. This defendant admits the allegations of fact set forth in Paragraph Sixth of said bill of complaint.

7. This defendant admits the allegations of fact set forth in Paragraph Seventh of said bill of complaint.

8. This defendant admits the allegations of fact set forth in Paragraph Eighth of said bill of complaint.

FILED

1964 FEB 25 AM 9:49

20

9. Answering said bill of complaint as a whole, this defendant consents to the granting of the relief prayed for in said bill of complaint.

And having fully answered, this defendant prays that he may be dismissed hence with his proper costs.

Roger A. Clapp

Hinkley and Singley

Hinkley and Singley
Solicitors for Charles Price Davis
806 Maryland Trust Building
Baltimore, Maryland 21202
PI 2-7943

I HEREBY CERTIFY that a copy of the foregoing answer was mailed, postage prepaid, this 24th day of February, 1964, to Eugene M. Childs, Esquire, Attorney for plaintiffs, 192 Duke of Gloucester Street, Annapolis, Maryland 21401.

Roger A. Clapp

21

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,129 EQUITY

HAROLD W. HARTGE, et al
Plaintiffs
Versus

CHARLES PRICE DAVIS
19 Boone Trail
Linstead, Severna Park
Maryland
ALBERT HENRY RUDOLF, Jr.
2166 East 31st Street
Cleveland 15, Ohio
WALTER ARTHUR WHITE
Rua Nestor Pestana 30
Apartemento 54
São Paulo, Brazil
Defendants

Order Of Publication

The purpose of this proceeding is to obtain sale of certain real estate in lieu of partition.

The bill states, among other things, that the parties to the proceedings are tenants in common in Lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19 of Block 58; Lots 1, 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19, Block 60 of Section "D" Avalon Shores, and certain other real estate containing four acres, 1 rood, 35 perches; seven acres, 1 rood, 27 square perches; and 15¾ acres, all located in the Seventh Election District of Anne Arundel County, Maryland.

Charles F. Hartge, Dorothy F. White, Harold W. Hartge, Roland T. Hartge, and Myrtle J. Davis purchased the Avalon Shores lots from Summer Colonies, Inc. by deed dated August 31, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 299, folio 146, while the property in acreage was conveyed to them by deed dated September 16, 1938 and recorded among the Land Records aforesaid in Liber F.A.M. 189, folio 69 from Charles A. Hartge who died in 1943.

Thereafter, Charles F. Hartge died intestate in 1952 and his interest vested in his heirs at law, Grace Hartge Van Lill, Myrtle J. Davis, Harold W. Hartge and Roland T. Hartge.

Dorothy F. White died in September of 1959 and devised her interest in the property conveyed to her by Charles A. Hartge in two equal shares, one to her mother, Grace Hartge Van Lill and one to her husband, Walter Arthur White. Her interest in the other real estate she devised to her husband, Walter Arthur White.

Grace Hartge Van Lill died in 1961 survived by her husband, Frank Van Lill and her grandson, Albert Henry Rudolf. Under the terms of her last will and testament she devised her entire estate unto her daughter, Dorothy Frances White who had predeceased her and therefore, her interest in the real estate passed to H. Frank Van Lill and Albert Henry Rudolf. The said Frank Van Lill died April 1963 leaving surviving him as his sole heir at law, Albert Henry Rudolf.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22 19 64

We hereby certify, that the annexed

Order of Publication

No. 16,129 Eq.

Charles Price Davis

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 March, 19 64. The first insertion being made the 6th day of February, 19 64.

THE CAPITAL-GAZETTE PRESS, INC.

1964 MAR -2 PM 9:40

By

Myrtle J. Davis died in February 1962 and devised her estate unto her husband, Charles Price Davis.

The bill alleges that owing to the nature of the real estate, it cannot be equally divided among the parties in interest without loss or damage to the owners thereof. The bill requests that the Court may decree a sale in lieu of partition, pursuant to Maryland Rules of Procedure BJ 70 and 71, and for such other and further relief as the petitioners' cause may require.

IT IS THEREFORE, this 3rd day of February, 1964, by the Circuit Court for Anne Arundel County, Maryland, ORDERED that the Plaintiffs, by causing a copy of this Order of Publication to be inserted in some local newspaper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 9th day of March next, give notice to the non-resident defendants, the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 9th day of June, 1964, to show cause, if any they may have, why a decree should not be granted as prayed herein; provided, however, another mode of service may be that a copy of this Order may be personally served on such defendants three months before the day fixed for their appearance, which day herein fixed for their said appearance is the 9th day of June, 1964.

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

F-27

LIBER 160 PAGE 110

HAROLD W. HARTGE and ROLAND T. HARTGE	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
CHARLES PRICE DAVIS ALBERT HENRY RUDOLF, JR. and WALTER ARTHUR WHITE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,129 EQUITY
Defendants	*	

* * * * * * * *

PETITION TO ADD PARTIES PLAINTIFF

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Helen M. Hartge, Harold R. Hartge, Mary Britt and Phyllis Hogan, by Childs and Bald, their attorneys, respectfully represent unto your Honors:

1. That Harold W. Hartge, one of the plaintiffs in these presents, departed this life intestate March 17, 1964 and left surviving him as his only heirs at law, Helen M. Hartge, his widow, Harold R. Hartge, his son, Mary Britt and Phyllis Hogan, his daughters.

2. Since these persons now succeed to the interest of Harold W. Hartge, they request that they be permitted to be joined as parties plaintiff in this cause.

TO THE END, THEREFORE:

1. That Helen M. Hartge, Harold R. Hartge, Mary Britt and Phyllis Hogan be named parties plaintiff together with Roland T. Hartge in this cause.

2. That notice to creditors of Harold W. Hartge may be granted pursuant to the provisions of Article 93, Section 124 of the 1957 Annotated Code of Maryland.

3. And for such other and further relief as your petitioners' cause may require.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1964 MAR 30 AM 10:53

23

Helen M. Hartge
Helen M. Hartge

Harold R. Hartge
Harold R. Hartge

Mary Britt
Mary Britt

Phyllis Hogan
Phyllis Hogan

CHILDS AND BALD

Eugene M. Childs
Eugene M. Childs

I hereby certify that I have mailed, postage prepaid, this 30th day of March, 1964, a copy of the aforegoing petition to Roger A. Clapp, Esquire, Hinkley and Singley, 806 Maryland Trust Building, Baltimore, Maryland, Solicitors for Charles Price Davis.

Eugene M. Childs
Eugene M. Childs

LIBER 160 PAGE 112

HAROLD W. HARTGE and ROLAND T. HARTGE	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
CHARLES PRICE DAVIS ALBERT HENRY RUDOLF, JR. and WALTER ARTHUR WHITE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,129 EQUITY
Defendants	*	
	*	
	*	

* * * * * * * * *

O R D E R

ORDERED this 1st day of April, 1964, on the aforegoing Petition that the petitioners herein, Helen M. Hartge, Harold R. Hartge, Mary Britt and Phyllis Hogan, be, and they are hereby permitted to intervene as parties plaintiff succeeding to the interest of Harold W. Hartge and the trustee to be named herein be, and he is hereby authorized when publishing notice to creditors of the other deceased parties in interest, to include therein notice to creditors of Harold W. Hartge.

D. Barri Duckett
JUDGE

FILED

1964 APR -1 PM 3:52

25

THE RUDOLPH & SON COMPANY
ESTABLISHED 1880
Sheet Metal and Roofing Contractors
2166 EAST 31ST STREET
CLEVELAND 15, OHIO

PROSPECT 1-7590

LIBER 160 PAGE 113

May 19, 1964

Mr. Louis N. Phipps, Clerk
Circuit Court
Anne Arundel County, Maryland

Dear Sir:

I wish to acknowledge receipt of the "Order of Publication" regarding Harold W. Hartge, et al vs. Charles P Davis, Albert H. Rudolph III, and Walter A. White; your No. 16,129 Equity.

I do not expect to protest the matter, but I am interested in knowing the results of the hearing. I'd apperciate any information concerning it, at your convience. You may write me at the above address.

Sincerely yours,

A. H. Rudolph III

Examiner's Exhibit No 6
Hartge et al v. Davis, et al Eq. 16,129
J. L. S. Rowe Jr. Examiner

FILED
1964 JUL 22 PM 4:13

FILED
1964 MAY 22 AM 9:38

24.

LIBER 160 PAGE 114

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 15th day of June ,
19 64 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for Anne Arundel County, Eugene M. Childs, Attorney
for Harold W. Hartge and Roland T. Hartge

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.)

Albert Henry Rudolf, Jr. and Walter Arthur White

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 15th day of
June , 19 64.

Notarial Seal

Bette June Hughes
Notary Public.

Bette June Hughes

My Commission will expire on:
May 3, 1965

Filed,

FILED
1964 JUN 15 PM 2:58

27

LIBER 160 PAGE 115

HAROLD W. HARTGE and
ROLAND T. HARTGE

Plaintiffs

vs.

CHARLES PRICE DAVIS
ALBERT HENRY RUDOLF, JR.
WALTER ARTHUR WHITE

Defendants

No. 16,129 ~~DIVORCES~~ EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, s Albert Henry Rudolf, Jr. and Walter Arthur White, 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 16th day of June, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

V Brian Duckett

Judge

FILED

1964 JUN 16 PM 12:31

LIBER 160 PAGE 116

HAROLD W. HARTGE and ROLAND T. HARTGE	*	
	*	IN THE
Plaintiffs	*	CIRCUIT COURT
vs.	*	FOR
CHARLES PRICE DAVIS ALBERT HENRY RUDOLF, JR. and WALTER ARTHUR WHITE	*	ANNE ARUNDEL COUNTY
	*	NO. 16,129 EQUITY
Defendants	*	

* * * * * * * * *

SUGGESTION OF DEATH

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Childs and Bald, attorneys for Plaintiffs and suggest the death of Charles Price Davis on June 13, 1964.

A certified copy of the will of Charles Price Davis is filed herewith and prayed to be taken a part hereof.

The said Charles Price Davis left as his heirs at law, Charles Price Davis, Jr. and Jeanne Davis Hall.

TO THE END, THEREFORE:

That Charles Price Davis, Jr. and Jeanne Davis Hall may be made parties defendant in this cause and they be directed to appear in person or by solicitor on or before some date to be named by this Honorable Court, to show cause if any they may have, why the relief sought by the Plaintiffs should not be granted.

Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs

I hereby certify that a copy of the foregoing Suggestion of Death was mailed this 30th day of June, 1964, postage prepaid, to Roger A. Clapp, Esquire, Hinkley and Singley, 806 Maryland Trust Building, Baltimore, Maryland

Eugene M. Childs

Eugene M. Childs

FILED

1964 JUL -1 PM 2:20

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

29

HAROLD W. HARTGE and ROLAND T. HARTGE Plaintiffs vs. CHARLES PRICE DAVIS ALBERT HENRY RUDOLF, JR. and WALTER ARTHUR WHITE Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,129 EQUITY

* * * * * * * * *

ORDER

ORDERED this 1st day of July, 1964, by the Circuit Court for Anne Arundel County in Equity, that Charles Price Davis, Jr. and Jeanne Davis Hall be made parties defendant in this cause in the place and stead of their father, Charles Price Davis, and they are hereby directed to show cause, if any they may have, on or before the 10th day of July next as to why the sale in lieu of partition of the property, the subject of these proceedings, should not be granted provided a copy of the Bill of Complaint and this Order be served upon them or their solicitor on or before the 8th day of July next.

George Sachse
JUDGE

Copies mailed to Hinkley and Singley, solicitors for defendants on July 2, 1964.

Childs and Bald
By Eugene M. Childs

FILED
1964 JUL -1 PM 4:21

30

LIBER 160 PAGE 118

LAST WILL AND TESTAMENT
OF
CHARLES PRICE DAVIS

FILED
JUN 30
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

I, CHARLES PRICE DAVIS, of Baltimore City, State of Maryland, hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking all other wills and codicils heretofore made by me.

After the payment of all my just debts and funeral expenses, the amount of the latter to be within the discretion of my Executor hereinafter named, I give, devise and bequeath my entire estate as follows:

ITEM ONE: I give, devise and bequeath my entire estate of whatsoever kind and character and wheresoever situate unto my son, Charles P. Davis, Jr., and my daughter, Jeanne Davis Hall, in equal parts or shares, absolutely.

ITEM TWO: I hereby nominate, constitute and appoint my son, Charles P. Davis, Jr., to be the Executor of this my Last Will and Testament, and I grant unto my said Executor full power and authority to sell all or any part of my estate for whatsoever purpose or purposes he may deem advisable without making prior application to the Orphans' Court or to any other court. I request that my said Executor be excused from giving bond to secure the faithful performance of his duties.

IN WITNESS WHEREOF I have hereunto set my hand and seal on this 12th day of March, 1962.

Charles Price Davis (SEAL)
Charles Price Davis

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

Mary C Dunner residing at 1020 Bonaparte Ave. Balto 18

Dorothy [illegible] Kendall residing at 3404 Cresley Ave Balto 34

Roger A Clapp residing at Pvt Spring Rd. Timmins W.C.

3.1

FILED ~~FILED~~
1964 JUL -1 PM 2:20 ~~1964 JUN 30 PM 4:00~~

Anne Arundel County, Ss:

LIBER 160 PAGE 119

On the 29" day of June, 19 64
came Roger A. Clapp
and made Oath in due form of law, that he does not know of any Will or
Codicil of Charles Price Davis
late of said County, deceased, other than the above instrument of writing, and that he
received the same from testator at time of making. All parties notified.

Testator died
on or about the 13" day of June, 19 64.

Sworn to before the subscriber

TEST: Nan Edith Hatch
Dep. *Register of Wills for Anne Arundel County.*

Anne Arundel County, Ss:

On the 29" day of June, 19 64
came Mary C. Dumser, Dorothy D. Kendall and Roger A. Clapp
subscribing witnesses to the aforegoing last Will and Testament of Charles Price Davis
late of said County, deceased, and made oath in
due form of law, that they did see the Testator
sign and seal this Will; that they heard him publish, pronounce and
declare the same to be his last Will and Testament, that at the time of
his so doing he was, to the best of their apprehension, of sound
and disposing mind, memory and understanding; and that they together with

subscribed their names as witnesses to this Will in his presence, at
his request and in the presence of each other.

Sworn to before the subscriber

TEST: Nan Edith Hatch
Dep. *Register of Wills for Anne Arundel County.*

FILED

1964 JUL -1 PM 2 20

FILED

LIBER 160 PAGE 120

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Charles Price Davis, late of said County, deceased, together with the codicil ~~xxx~~ thereto attached and also the evidence adduced as to its validity, orders and decrees this 30" day of June, 19 64, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Charles Price Davis, deceased.

JUDGES Allene L. Moreland A. J.
Luke T. Anthony A. J.

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Charles Price Davis *late of said County deceased* together with proof and probate *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 30" *day of* June *in the year of our Lord, nineteen hundred and sixty-four*

George M. Nutwell
Register of Wills for Anne Arundel County

33A

LIBER 160 PAGE 121

HAROLD W. HARTGE and ROLAND T. HARTGE	:	
Plaintiffs	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CHARLES PRICE DAVIS, ALBERT HENRY RUDOLF, JR. and WALTER ARTHUR WHITE	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 16,129 EQUITY
	:	

: : : : :

ANSWER OF CHARLES PRICE DAVIS, JR. AND JEANNE DAVIS HALL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charles Price Davis, Jr. and Jeanne Davis Hall by Roger A. Clapp and Hinkley and Singley, their solicitors, to the bill of complaint filed against them and others in this Court:

1. These defendants admit the allegations of fact set forth in Paragraph First of said bill of complaint.

2. These defendants admit the allegations of fact set forth in Paragraph Second of said bill of complaint.

3. These defendants admit the allegations of fact set forth in Paragraph Third of said bill of complaint.

4. These defendants admit the allegations of fact set forth in Paragraph Fourth of said bill of complaint.

5. These defendants admit the allegations of fact set forth in Paragraph Fifth of said bill of complaint.

6. These defendants admit the allegations of fact set forth in Paragraph Sixth of said bill of complaint.

7. These defendants admit the allegations of fact set forth in Paragraph Seventh of said bill of complaint.

8. These defendants admit the allegations of fact set forth in Paragraph Eighth of said bill of complaint.

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1964 JUL -2 AM 9:44

34

9. Answering said bill of complaint as a whole, these defendants consent to the granting of the relief prayed for in said bill of complaint.

And having fully answered, these defendants pray that they may be dismissed hence with their proper costs.

Roger A. Clapp

Hinkley and Singley

Hinkley and Singley
Solicitors for
Charles Price Davis, Jr. and
Jeanne Davis Hall
1600 First National Bank Building
Baltimore, Maryland 21202
PI 2-7943

I HEREBY CERTIFY that a copy of the foregoing answer was mailed, postage prepaid, this 1st day of July, 1964, to Eugene M. Childs, Esquire, Attorney for plaintiffs, 192 Duke of Gloucester Street, Annapolis, Maryland 21401.

Roger A. Clapp

35

LIBER 160 PAGE 123

HAROLD W. HARTGE, etal	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS	*	FOR
CHARLES PRICE DAVIS, etal	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #16,129

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

TESTIMONY ON BEHALF OF COMPLAINANTS

JUNE 22, 1964

Present:

Eugene M. Childs, Solicitor for Complainants

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

Conchita D. Tuers, Court Reporter

Witnesses:

Thomas C. Worthing, pages 2 - 4

Frank W. Wilde, pages 5 - 9

Mrs. Harold W. Hartge, pages 10 - 16

FILED

1964 JUL 22 PM 4:09

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

(Mr. Childs)

1 Would you state your name and address, please?

A Thomas C. Worthington.

2 And where do you work?

A Towns-Worth Bldg, South Street, Annapolis, Maryland.

3 What is your occupation?

A I am a realtor.

4 And how long have you been so engaged?

A I have been in the real estate business for 16 years.

5 And during that period of time, do you feel that you have gained a knowledge of the values of real estate in Anne Arundel County?

A Yes, I have.

6 Would you state your qualifications for the record?

A Well, I have appraised property for the Annapolis Banking & Trust Company, the U. S. Government, the County Government, the City Government, State Government, several savings and loan associations, Riggs National Bank, Ford Motor Company and individuals too numerous to mention.

7 Now Mr. Worthington, at my request, did you examine the property which is the subject of this suit to make an appraisal?

A I did.

8 When did you see this property?

A I believe that was June 17th.

9 Of this year?

A Of this year, yes.

10 Would you describe the property for the record, please?

A Well, the property consists of 4.47 acres of land with approximately four hundred feet of frontage on West River. It is improved by a 1½ story brick home with a composition roof. The dwelling contains a living room with a fire place, dining area,

37

kitchen, two bedrooms and bath on the first floor, the second floor has not been completed. The dwelling is heated by an oil-fired hot air furnance. Adjoining this property are 23 lots which are part of Avalon Shores. I also inspected an additional tract of land containing 20.53 acres of land which is unimproved and covered by a second growth.

11 Now I would like to show you a deed marked "Plaintiffs' Exhibit #3 and ask you if, in fact, this is not the property that came from Charles A. Hartge to the parties in interest in this suit? And that, I believe, consists of the real estate with the exception of the lots?

A Yes, yes, it is.

CHILDS: I would like to offer this as Examiner's Exhibit #1.

(DEED DATED 16th day of September, 1938 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER F.A.M. 189 FOLIO 69 FILED AND MARKED EXAMINER'S EXHIBIT #1)

12 Now, as to the lots, Mr. Worthington, I would like to direct your attention to Plaintiffs' Exhibit #2 and that is a deed from Summer Colonies, Inc., which is recorded in Liber J.H.H. 340 Folio 80 and consists of lots 1 through 7 inclusive, 16 through 19 inclusive of Block 58 and Lots 1 - 4 inclusive of Block 60.

A (Witness nods head in affirmative)

CHILDS: I would like to offer that as Examiner's Exhibit #2.

(DEED DATED 31st day of August, 1945 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 340 FOLIO 80 FILED AND MARKED AS EXAMINER'S EXHIBIT #2)

13 Then the third deed, which would be J.H.H. 299 Folio 146, this is lots 12 through 19 inclusive of Block 60, Avalon Shores.

A (Witness nods head in affirmative)

CHILDS: I would like to offer that as Exhibit #3.

(DEED DATED 10th day of August, 1943 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H.299 FOLIO 146 FILED AND MARKED AS EXAMINER'S EXHIBIT #3)

14 Mr. Worthington, have you formed an opinion as to the value of this real estate?

A I have, sir.

15 And what is that opinion?

A Do you want the total value or the breakdown?

16 I would like the breakdown.

A The dwelling and the 4.47 of land I appraised at $32,630.00. The 23 lots I appraised for a total value of $2,300.00. And the additional 20.53 acres of land I appraised at $8,200.00, which gives a total value of $43,130.00.

17 Now Mr. Worthington, is it your opinion that this property could be divided in kindbetween the parties in interest without loss or damage to either of them?

A No sir.

18 Why do you say that?

A I feel that the highest utility -- the highest value of the property would be realized by the sale of this property and the division of the proceeds of the sale.

19 Now insofar as the improvements are they distributed among the respective lots or are they congregated on one tract?

A They are congregated on one tract.

20 And they are where?

A They are on the 4.47 acres of land with 400 feet of frontage on West River.

39

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 _____

FRANK W. WILDE, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Childs)

1 Would you state your name and address?

A Frank W. Wilde, Shady Side, Maryland.

2 Now Mr. Wilde, what is your occupation?

A I am a realtor.

3 And how long have you been engaged in the real estate business?

A I have been in the real estate business for 15 years.

4 And as such, have you bought and sold property in the vicinity of Annapolis and Anne Arundel County?

A I have.

5 And are you familiar with property values in the area?

A Yes.

6 Are you familiar with the property which is the subject of this suit, in particular?

A Very much.

7 And how long have you known it?

A Particularly since the new dwelling was built, I think in 1955.

8 You have heard Mr. Worthington describe the property, does that coincide with your impressions of it?

A Yes, it does.

9 Have you formed an opinion as to the value of that property?

A Yes.

10 And what is that opinion?

A The dwelling described on the 4.47 acres, I appraised at $32,630.00, the 23 lots appraised at $2,300.00 and the 20.53 acres of back land was appraised at $8,200.00, making a total valuation of $43,130.00.

11 Mr. Wilde, do you feel the property is capable of division in kind among the parties in interest without loss or damage to these parties?

A No, I do not.

12 Why do you say that?

A The property does not lend itself for division on an equitable basis between the parties involved.

13 And do you feel that it would be to the advantage of the parties that the Court order the sale of the property and division of the proceeds?

A Yes.

CHILDS: For the record, in order to comply with the rules showing attempt at notification of all parties concerned, I would like to state that in addition to the order of publication, which has been filed in the case, I have actually been in personal contact with one of the heirs, Mr. Albert Henry Rudolf, who lives in Cleveland, Ohio. I first contacted him by letter, having found his address in the Cleveland telephone directory and telephoned Mr. Rudolph in 1963 and received a letter from him in August 6, 1963, he enclosed his birth certificate, which I would like to file as Examiner's Exhibit #4.

(BIRTH CERTIFICATE OF ALBERT HENRY RUDOLPH FILED AND MARKED AS EXAMINER'S EXHIBIT #4)

CHILDS: Because I wanted to make certain he was actually an heir of one of the deceased

parties in interest. And I would like to present this birth certificate. At the same time, I attempted to learn of one of the other possible heirs, H. Frank VanLill, who I understand also lived in Cleveland. I believe this would be Mr. Rudolph's grandfather. He sent me -- Mr. Rudolph, that is, sent me a photostatic copy of the death notices contained in Cleveland Plain Dealer of Monday, April 8, 1963 wherein H. Frank VanLill was recited as having died on April 7, of that year. I would like to submit that document as being Exhibit #5.

(NOTICE OF DEATH OF H. FRANK VANLILL FILED AND MARKED AS EXAMINER'S EXHIBIT #5)

CHILDS: I also notice that Mr. Rudolph has filed a letter in the case directed to Mr. Phipps and I would like to mark that as an exhibit also, indicating his notice of the pendency of the proceedings.

(LETTER DATED MAY 19, 1964 FROM A. H. RUDOLPH III TO LOUIS N. PHIPPS, CLERK, FILED AND MARKED AS EXAMINER'S EXHIBIT #6)

CHILDS: I also attempted to locate the husband of Dorothy White and on July 10, 1963 I wrote to Mr. Walter A. White in Sao Paulo, Brazil, apparently that letter did not reach Mr. White because in the subsequent -- rather

43

in answer to a subsequent letter, which I sent him, I received a reply. I wrote him again on February 4, 1964 in Brazil and received a letter dated February 19, 1964 wherein Mr. White expressed his desire that the property be sold. I would like to file this as Exhibit #7.

(LETTER DATED FEBRUARY 19, 1964 FROM WALTER ARTHUR WHITE TO CHILDS & BALD FILED AND MARKED AS EXAMINER'S EXHIBIT #7)

CHILDS: I immediately sent him, by airmail, a copy of the Order of Publication, however, I did not hear from him after that. I made further attempts to notify him through the mail pouch of the company for which he was working. And, although, I had every reason to believe that this letter reached him, I have not heard from him since. Also, in connection with H. Frank VanLill, I contacted a firm of attorneys in Cleveland named Squire, Sanders & Dempsey, and had one of their attorneys examine the Probate Records for Cuyahoga County, Ohio. I, here, have a certificate from Eben G. Crawford, Attorney at law, who states on affidavit that he searched the Probate Records for Cuyahoga County for the Estate of Frank VanLill and has found no proceeding whatsoever

with reference to his estate.

(AFFIDAVIT FILED AS EXAMINER'S EXHIBIT #8)

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 Frank W Wilde

46

45

MRS. HAROLD W. HARTGE, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Childs)

1 Now, will you state your name and address, please?

A My name is Mrs. Harold W. Hartge, 3624 Lockwood Road, Baltimore 7, Maryland.

2 Mrs. Hartge, are you related to the parties to this suit?

A I am Mr. Harold Hartge's wife.

3 And are you familiar with the family relationship existing among the various parties of this suit?

A Yes, all of them.

4 And with reference to your husband, Harold W. Hartge, is he living or dead?

A No, he just died March 17, 1964.

5 Did he leave a will?

A No.

6 Who were his heirs at law?

A Just me and my three children.

7 And what are thêir names, please?

A Mrs. Phyllis Hogan, Mrs. Mary Britt and Harold Richard Hartge.

8 Now were there any children who were descendants of deceased children or did you and your husband just have three children?

A Just the three children.

9 Now did you know Mr. Charles A. Hartge?

A That was my husband's father.

10 Is he living or dead?

A No, he is dead.

11 And when did he die?

A The year of 1943.

12 Who was Dorothy S. White?

A She was Grace Hartge's daughter, Grace Van Lill's daughter.

13 That is Grace Hartge VanLill?

A Grace Hartge VanLill.

14 And she was the daughter of H. Frank VanLill?

A And Grace.

15 Is Dorothy White living or dead?

A No, she is dead.

16 Now when did she die?

A She died in September in the year of 1959.

17 Do you know whether or not she left a will?

A Yes, she did.

CHILDS: I would like to offer the Will of Dorothy Frances White as Examiner's Exhibit #9.

(WILL OF DOROTHY FRANCES WHITE FILED AND MARKED AS EXAMINER'S EXHIBIT #9)

18 Now who were her heirs at law at the time of her death, Mrs. Hartge?

A You mean Grace's?

19 Dorothy's? She was survived by her mother Grace VanLill, was she?

A Yes and her husband.

20 And she was also survivied by her father, was she not?

A Yes, her father.

21 And did she have any children?

A She had a son by her first marriage.

22 And what was his name?

A His name was Albert Rudolph. His last name is Rudolph. I am sure that is it.

23 Now that first marriage ended in divorce, did it?

A Yes.

24 Now is Grace Hartge VanLill living or dead?

A She is dead.

25 And when did she die?

A She died December 28, 1961.

26 Do you know whether she left a will?

A I didn't know whether she had or not but I think she did leave a will.

CHILDS: I would like to file the Will of Grace Hartge VanLill as Examiner's Exhibit #10.

(WILL OF GRACE HARTGE VANLILL FILED AND MARKED AS EXAMINER'S EXHIBIT #10)

27 So at the time of her death who did she leave surviving her as heirs at law? As I recall, you stated previously that Frank VanLill was living?

A Yes, he was living.

28 She and Mr. Van Lill had not gotten divorced as far as you know?

A No.

29 And was her only daughter, Dorothy F. White?

A That was the only child she had.

30 So then her grandson would be Albert Henry Rudolph?

A Yes.

31 Were there any children or other children or descendants of deceased children of Grace VanLill?

A No.

32 Now Roland T. Hartge, is he living or dead?

A Yes, he is living.

33 And where does he live?

A In Detroit, Michigan.

34 Who was Myrtle J. Davis?

A That was my husband's sister.

35 And is she living or dead?

A No, she is dead.

36 Do you know when she died?

A February 14, 1962.

37 And did she leave a will as far as you know?

A I sure she did.

CHILDS: I would like to present that Will as Exhibit #11.

(LAST WILL & TESTAMENT OF MYRTLE JACKSON DAVIS FILED AND MARKED AS EXAMINER'S EXHIBIT #11)

38 Who were Mrs. Davis' heirs at the time of her death?

A That was her husband and her two children.

39 Charles Price Davis was her husband?

A Yes, Charles Price Davis, Sr., was her husband.

40 And her children, what were their names?

A Charles Price Davis, Jr.

41 And who was the other?

A And Myrtle Jean Davis. Do you want her marriage name?

42 Yes.

A Myrtle Jean Davis Hall.

43 Now Charles Price Davis, what can you tell us about him?

A You mean the Senior or the Junior?

44 Senior.

A Well, I don't know anything about him. I have known him all of my life, that is all I can --

45 Well, he was Myrtle J. Davis' husband?

A Yes, he was her husband, yes.

46 And he survived her?

A Yes.

47 Is he living or dead?

A No, he just died.

48 When did he die?

A He died June 13, 1964.

49 And since he died -- his death is so recent, Mrs. Hartge, I imagine you don't know whether he left a Will or not?

50

A No, I don't know. I am sure that he did, though.

50 Now Mrs. Hartge, as to your own personal knowledge of H. Frank VanLill, you don't know any additional heirs other than Albert Henry Rudolph?

A No.

51 And to the best of your knowledge, Mr. VanLill and Mrs. VanLill never divorced?

A Never divorced.

52 Mrs. Hartge, do you feel that theproperty, which is the subject of this suit, is capable of division among the heirs without loss or damage?

A No.

53 Why do you say that?

A Well, simply because there is one desirable spot that most anybody would want and the rest they wouldn't want to be bothered with. So, therefore, I think it should all be in"one basket".

54 Mrs. Hartge, during the past recent years, who has incurred the expense and upkeep of this property?

A Well, in the last two years, my husband has.

55 Well, upt to that time what happened?

A Well, before that, they all helped with the expenses.

56 And after that, your husband was the only one?

A He was the only one.

57 Now in that connection, I hand you a number of invoices and ask you if you can identify these?

A Oh yes, they are mine.

58 And there are two checks for insurance for $27.47 and $25.78 for Henry Murray?

A Yes sir.

51

59 This is an invoice for cutting grass, repair of lawn mower, gas and oil for lawn mower and cleaning the grounds, $172.80, do you know about that?

A Yes sir.

60 And an invoice of $8.00 for repairing broken pipe lines?

A Yes sir.

61 From A. V. Girton, this also was an expense which your husband paid?

A Yes.

62 I present four tax bills for 1962, for $335.12, $4.72, $9.44, $12.99, these, also, your husband paid?

A Yes sir.

63 Likewise, four tax bills for 1963, $347.90, $13.48, $9.80, $4.90, your husband also paid those?

A Yes sir.

64 And, of course, the current tax bills are not yet paid, is that correct?

A Yes, they have been paid.

65 1964?

A Yes, I know I paid them.

66 For the record it is $394.05, $11.10, $5.55, $15.27, these you feel that you have paid?

A Yes, I paid them.

CHILDS: I would like to offer these as exhibit #12.

(GROUP OF BILLS FILED AND MARKED AS EXAMINER'S EXHIBIT #12)

67 Oh, and the Gas & Electric Bill of $25.80, this also, you have paid, Mrs. Hartge? The Gas & Electric bill?

A Yes.

(PETITION FOR LETTERS ON ESTATE OF CHARLES F. HARTGE FILED AND MARKED AS EXAMINER'S EXHIBIT 13)

5

68 Mrs. Hartge, has anyone rented or occupied the house in the last several years?

A Well, we would go there for the few months in the hot weather, like July and August, that would be all.

69 But no rent was paid?

A Oh 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 Mrs Helen Hartge

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 2nd day of ~~June~~ July, 1964

John G. Rouse, Jr. (SEAL)
Examiner

John G. Rouse, Jr.

J. R. $25.00
C. T. $16.00 Pd. C. T

City of Cleveland
Department of Public Health and Welfare
Division of Health

LIBER 160 PAGE 141

LW-14

9134

STATE OF OHIO
DEPARTMENT OF HEALTH
DIVISION OF VITAL STATISTICS
CERTIFICATE OF BIRTH

PLACE OF BIRTH
County of Cuyahoga
Township of
or
Village of
or
City of Cleveland

Registration District No. 816 File No.
Primary Registration District No. Registered No. 14037
No. Knatty Hos. St., Ward
(If birth occurred in a hospital or institution, give NAME instead of street and number)

PULL NAME OF CHILD Albert Henry Rudolph
If child is not yet named, make supplemental report, as directed

Sex of Child	Twin, triplet or other? (To be answered only in event of plural births)	Number in order of birth	Legitimate?	Date of birth (Month) (Day) (Year)
male			yes	12-18-31

FATHER		MOTHER	
PULL NAME	Albert Rudolph	PULL MAIDEN NAME	Dorothy Van Lill
RESIDENCE Including P. O. Address	1477 W. 116	RESIDENCE Including P. O. Address	9 Cove Lkwd O
COLOR or RACE	W	COLOR or RACE	W
AGE AT LAST BIRTHDAY (Years)	33	AGE AT LAST BIRTHDAY (Years)	31
Birthplace (city or place) (State or country)	Ravenwood Va	Birthplace (city or place) (State or country)	Baltimore Md.
OCCUPATION a. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc.	Vice-Pres	OCCUPATION d. Trade, profession, or particular kind of work done, as housekeeper, typist, nurse, clerk, etc.	Nurse
b. Industry or business in which work was done, as silk mill, sawmill, bank, etc.	Rudolph Bo Mfgr Body	e. Industry or business in which work was done, as own home, lawyer's office, silk mill, etc.	Home
c. Date (month and year) last engaged in this work	19 31	f. Date (month and year) last engaged in this work	19 31
g. Total time (years) spent in this work	11	h. Total time (years) spent in this work	2

Number of children of this mother (At time of this birth and including this child) 1
(a) Born alive and now living
(b) Born alive but now dead 0
(c) Stillborn 0

Is child congenitally deformed? no
Was Prophylactic against Ophthalmia Neonatorum used? yes

If stillborn, period of gestation ____ months or weeks
Cause of stillbirth
Before labor
During labor

CERTIFICATE OF ATTENDING PHYSICIAN OR MIDWIFE

I hereby certify that I attended the birth of this child, who was alive at 6 40 P m. on the date above stated.
(Born Alive or Stillborn)

When there was no attending physician or midwife, then the father, householder, etc. should make this return.

Given name added from a supplemental report
(Date of)

(Signed) F. S. Bowery M. D.
or Midwife
Address 10515 Carnegie Cleve
Filed 10-24-31 R. J. Thesmeier
REGISTRAR

Examined & Corrected
Hartge et al Dawson Est. Eq. 10,129
Fit S. Town L. Exam

I hereby certify that the above is an exact copy of the record which is on file in the Department of Health, Cleveland, Ohio.
Witness my hand and seal this day of 18

FILED
1964 JUL 22 PM 4:14

J. A. Crandall Registrar

CLASSIFIED INDEX

AUTOMOBILES

Sale Used Automobiles ....88 to 92
Sale Used Sports and Imported Cars 92
Sports and Imported Car Parts, Accessories, Service 92
Antique, Classic and Collectors Cars 92
Auto Parts, Repairs, Tires 92
Mobile Homes—Trailers ..92
Trucks, Trailers, Parts ..92
Wanted—Autos, Trucks ..92
Autos, Trucks for Rent or Lease 92
Motorcycles, Bicycles 92

BUSINESS OPPORTUNITIES

Business Opportunities ...83

BUSINESS SERVICE

Educational 79
Flowers 75
Cemetery Lots—Monuments 76
Personals, Business Notices 76, 77
Repairs and Service 77

HELPS

Employment Agency, Female 80, 81
Employment Agency, Male 78, 79
Employment Resumes 79
Female Instruction 81
Male Instruction 79
Help Wanted Female 79, 80
Help Wanted Male 77, 78
Help Wanted Salesmen ..78
Position Wanted—Female 81
Position Wanted—Male ...81

FINANCIAL

Personal Loans (Licensed).83
Personal Loans (Banks)...83
Loans—Diamonds, Jewelry.83
Real Estate Loans........84
Mortgages Bought, Sold....83

NOTICES

Death Notices..........75, 76
Funeral Directors. 76
Lodge Notices.............76
Lost and Found—Rewards.76

FOR RENT

Rent Apartments (East)...81
Rent Apartments (West)...82
Rent Garages, Storage.....82
Business Places for Rent...82
Homes for Aged, Convalescent, Nursing............82
Houses for Rent (East)...82
Houses for Rent (West)...82
Rent Factory, Warehouse, Site 82
Rent Furnished Apartments (East) 82
Rent Furnished Apartments (West) 82
Rent Furnished Houses (East) 82
Rent Furnished Houses (West) 82
Rent Housekeeping (East).81
Rent Housekeeping (West).81
Rent Offices, Desk Room 82
Rent Rooms, Board (East) 81
Rent Rooms, Board (West) 81
Rent Suburban Property ..82
Rent Summer Cottages ...82
Share Apartments—Houses 82

WANTED TO RENT

Want Furnished Apartments 82
Want Rooms, Board........81
Want to Rent Apartments 82
Want to Rent Houses 82

REAL ESTATE

Exchange Real Estate 84
Out-of-Town Real Estate 84
Real Estate Miscellaneous 84
Sale Factories, Sites 86
Sale Farms and Acreage ..86
Sale Investment Property 84
West, Southwest Cleveland 86
Lakewood, Rocky River, Fairview, Bay 86
Westlake, Avon, Avon Lake, North Olmsted, Olmsted Falls 86
Brook Park, Berea, Middleburg Heights, Strongsville 87

REAL ESTATE

Brooklyn, Parma, Brooklyn Heights, Parma Heights, North Royalton 87
Seven Hills, Brecksville, Broadview Heights, Independence 87
Suburban Property West-Southwest 87
Shaker Heights, University Heights, Cleveland Heights, Beachwood 85
East, Northeast, East Cleveland, Euclid 85
Southeast, Garfield Heights, Maple Heights, Bedford, Warrensville Heights 84
Wickliffe, Willowick, Willoughby, Eastlake, Mentor 84
South Euclid, Lyndhurst, Richmond Heights, Highland Heights, Mayfield, Mayfield Heights 85
Pepper Pike, Orange, Moreland Hills, Solon, Chagrin Falls, Hunting Valley, Gates Mills 84
Suburban Property East-Southeast 84
Sale Lots 87
To Lease 82
Wanted Real Estate 83

SALE MISCELLANEOUS

Auctions 92
Boats—Marine Supplies ...83
Clothing, Furs, Repairs ...83
Dogs, Pets, Supplies 83
Horses, Stock, Farm Tools 83
Machinery, Tools, Motors ..83
Pianos, Musical Instruments 94
Sale Household Goods.....94
Sale Miscellaneous 94
Store and Office Fixtures 92
Typewriters, Office Machines 92
Wanted Old Gold, Diamonds 92
Wanted Miscellaneous 83

RATES AND OTHER INFORMATION

Within 100 miles of Cleveland. (Rates beyond this area given upon request.)

DEATH NOTICES

Daily 50c per agate line
Sunday 65c per agate line
Death notices, Lost and Found and Lodge Notices accepted up to midnight for the next day's edition.

POSITIONS WANTED
RENT ROOMS AND BOARD—
HOUSEKEEPING ROOMS—
CHILDREN BOARDED
LOST AND FOUND

Per Line	Daily	Sun.
7 consecutive insertions	31c	30c
3 to 6 consecutive insertions	35c	41c
1 or 2 insertions	43c	55c

ALL OTHER CLASSIFICATIONS

Per Line	Daily	Sun.
7 consecutive insertions	46c	63c
3 to 6 consecutive insertions	50c	66c
1 or 2 insertions	57c	60c

Minimum charge 2 lines. Count 31 letters and spaces per line (about 5 words). Box number counts 23 spaces.

DEADLINES

Want ads for the Morning Plain Dealer received until 5:00 p.m. daily. For Saturday "Better Living Home Magazine"—until 2 p.m. Friday.

For the Sunday Plain Dealer—until 8:30 p.m. Friday.

CORRECTIONS AND CANCELLATIONS

For Sunday—Before 8 p. m. Friday.
For Monday—Before 8 p. m. Sunday.
Other days—Before 5 p. m. preceding day.

Except Sat. "Better Living Home Magazine"—Before 2 p.m. Friday. When canceling an ad, a cancellation number will be given you. No allowance on claims canceled without number.

ADJUSTMENT OF ERRORS

It is the responsibility of the Advertiser to check the correctness of each insertion of an advertisement.

The Plain Dealer assumes no responsibility for the repetition of errors in advertisements ordered for more than one insertion unless notified the same day.

CALL MA 1-4500 or 621-4500

Sell almost anything PD QUICK!

WITH

PLAIN DEALER
MONEY-MAKER
CLASSIFIED ADS

2 lines 1 time **$1**
(Additional lines per day 50c ea.)

2 lines 4 times **$2**
(Additional lines, per day 25c)

2 lines 7 times **$3**
(Additional lines per day 25c ea.)

Plain Dealer Money-Maker Classified ads are for families who wish to sell household items, pets, etc. from their homes. Sorry, no autos or real estate ads permitted at these rates.

It's easy as 1, 2, 3 and you Charge the fee.

PHONE 621-4500

Any time up to 5 p.m. for an ad for the next day. For Sunday, until 8:30 p.m. Friday.

Death Notices

ROGERS

Nelle B. Rogers, passed away at the A. M. McGregor Home, 14900 Terrace Rd., East Cleveland, on Sunday, April 7. Funeral services will be held at the Snyder Funeral Home, Galion, O., on Tuesday, April 9, at 3 p. m. Interment Fairview Cemetery, Galion.

ROQUE

Avilio J. Roque, beloved husband of Olga (R. Jimenez) son of Avilio and Nieves, April 5. Late residence, 2022 W. 100th St. Friends may call at Wm. F. Chambers Funeral Home, 4420 Rocky River Dr. Requiem mass Monday, April 8, St. Ignatius Church at 10 a. m.

ROSE

Norma G. Rose, beloved wife of Sage W., Mother of Mrs. Judith R. Hall of Fair Haven, N. J., sister of Percy Gelwicks of Sheffield Lake, O. Saturday, April 6, 1963, her home was at 4655 Richelieu Rd., Sheffield Lake, O. Friends may call at Charles Melbourne & Sons, 12737 Euclid Ave., where services will be conducted Tuesday, April 9, at 2 p. m.

SAVOIA

Vincent Savoia Jr., of 3705 Salisbury Rd., beloved husband of Geraldine (nee DeMarco), dear father of Debra and Mary Jo, dear son of Vincent and the late Mary, dear brother of Bennie, Mrs. Clara Simpson, Mrs. Carole Carr and Margaret. Friends received at DiCicco & Sons Funeral Home, 12707 St. Clair Ave. VISITING HOURS 2-5 AND 7-10 P. M. MONDAY. Services will be held Tuesday, April 9, at 9:30 a. m. at St. Margaret Mary Church.

SCHAUB

Mary J. Schaub (nee Keller) dearly beloved wife of Ferdinand (Charles), dear sister of Josephine Booth, Marjorie McCralth, and Michael Keller of New York, beloved aunt of Patricia Pope, late residence, 2206 Elbur Ave. Friends received at the Nickels Funeral Home, 14300 Madison Ave. Funeral mass Monday, April 8, SS. Cyril & Methodius Church at

Death Notices

SIEMEN

George B. Siemen, beloved husband of Violet (nee Millar), father of George J., John J., grandfather, brother of Hilda Brill, Dolores Bischof and Norman, April 6, residence, 28400 Zemen Ave. Family will receive friends 2-4 AND 7-10 MONDAY at the Brickman & Sons EUCLID Funeral Home, 21900 Euclid Ave. Funeral mass Tuesday, April 9, at St. Williams Church at 9:30 a. m.

SPLAVER

Sarah Dora Splaver, beloved wife of the late Sam, devoted mother of Mary of California, Jack of Tuscon, Norman, Mrs. Sylvia Wolinsky, and Mrs. Yeta Berkowitz, sister of Mrs. M. Billos and Mrs. B. Ovscy, both of Canada, grandmother of 11. Funeral services were held Sunday, April 7 at the Miller Memorial Chapel Inc. 27570 Chagrin Blvd. Family at the residence of Mr. and Mrs. Norman Splaver, 3299 Meadowbrook Blvd.

STERLING

Alexander Sterling Sr., late residence, 3378 W. 126th St., beloved husband of Theresa (Lorbeck), dear father of Catherine Krach, Alexander Jr. and Rudolph, grandfather. Family will receive friends at Corrigan's Funeral Home, Lorain Ave. at W. 148th St. (SUNDAY AND MONDAY, 3-5 AND 7-10 P.M.). Funeral mass Tuesday, April 9, St. Vincent de Paul Church, at 9 a.m. Interment Holy Cross Cemetery.

STORRS

Myrtle Storrs, residence 4701 Cullen Drive, beloved wife of Donald, mother of the late Clayton Lowrie, grandmother and great-grandmother, sister of Elwood of Boston, James C. (deceased), Howard L. (deceased), Mrs. Eva Thornburg and Mrs. Lydia Stickle. Family will receive friends at the Clifton H. Bussard Funeral Home, 1795 Crawford Rd. 2-5 AND 7-10 P. M. MONDAY. Services from Crown Hill Cemetery Chapel Tuesday, April 9, at 2 p. m.

SZOKA

George M. Szoka; age 49 years, residence Snyder Rd., Bainbridge, father of George E., Betty J., and grandfather, son of the late Steve and Anna Szoka, brother of Steve and Frank. Sunday p. m. Funeral notice later. For further information, Please call Read's Funeral Home, Chagrin Falls, O. CH 7-7371.

TRAINA

Concetta Traina (nee Lauria) of 17703 Maple Heights Blvd., beloved wife of Vincent, dear mother of James LaMarca, Angelo LaMarca (Chicago), Rose Gasper, Thomas LaMarca, dear stepmother of Michael Traina, Elizabeth Aracha, Joseph Traina, Jean Dunkert and Salvatore Traina, beloved grandmother of 11 and great-grandmother of five, dear sister of Gaetano Lauria (Italy). Friends received MONDAY FROM 4-10 P. M. AND TUESDAY 2-10 P. M. at the Sam Biondo & Sons Funeral Home, 3630 E. 116th St. Services Wednesday, April 10. Time later.

TSCHOFEN

Leola M. Tschofen, residence, 18618 Sedalia Ave., beloved wife of the late Herbert C., dear sister of Mrs. Lola Zarnke, Sunday a. m. Friends may call AFTER 7 P. M. MONDAY, at the Chas. A. Mandley Funeral Home, 15460 Triskett Rd. at Lorain Ave. Services Wednesday, April 10, at 1 p. m.

TURK

Mary E. Turk (nee Walcher), of 14560 Pease Rd., Maple Heights, beloved wife of the late Charles, mother of Walter and Raymond, grandmother and great-grandmother, sister of Anna Bohning, John, Hannah Fischer, Rose Reiber and Ella Grau. Friday, April 5. Services Monday, April 8, at the Claus Funeral Home, 11200 Miles Ave., at 3 p. m.

VALORE

Angela Marie Valore (nee Sancelta), dearly beloved wife of Joseph, dearest mother of the late Rose Marie, beloved sister of James Sancetta (deceased), entered into rest April 7. The family will receive friends at the Sam Biondo & Sons Funeral Home, 3630 E. 116th St., MONDAY AND TUESDAY 2 TO 10 P. M., where services will be held Wednesday, April 10, at Our Lady of Peace Catholic Church. (Time later.) Member of San Biagio DiMilitello Club.

VANLILL

H. Frank VanLill, age 86, residence, 15446 Lake Shore Blvd., passed away April 7. Services and interment private.

VORISEK

Stanley Vorisek, beloved husband of Anne (nee Pintro), son of the late Frank and Bertha, brother of Betty Walker, Marie Long and Fred, late residence, 4330 W. 60th St. Friends may call at the Schuster Funeral Home, 5300 Denison Ave., FROM 7-10 P. M. MONDAY, 2-5 AND 7-10 P. M. TUESDAY. Services Wednesday, April 10 at 3 p. m. Interment West Park Cemetery.

WALKER

Phyllis Walker (nee Williams), beloved wife of James, dear mother of George Waterson of Medina, and grandmother, daughter of Mr. George Williams of Cleveland, sister of Mrs. Dean E. Sadler (Lois) of Bay Village, Warren James Williams of Lakewood, George Douglas Williams of Rocky River (former resident of Lakewood and Olmsted Falls), passed away at her home Ajijic, Jalisco, Mexico. Services will be held at Klanke Funeral Parlors, 12629 Detroit Ave., Lakewood, Monday, April 8 at 1 p. m.

WAZGAR, (WAGISTOS)

Peter Wazgar (Wagistos) residence 2108 Fern Court, beloved husband of the late Veronica, dear father of Pauline Holan, Peter, Theodore and Joseph Wazner and Clara Chmura and grandfather. Services Tuesday, April 9, at 9 a. m. at St. Barbara's Church. Friends may call at the A. J. Tomon & Sons Funeral Home, 4772 Pearl Rd.

Death No[illegible]

Previous De[illegible]

BER 160 PAGE 142

ABELS

Helen Barbara Abe[illegible] Mrs. H. L. Smith [illegible] burg, N. Y., late res[illegible] Parkland Dr. Services [illegible] St. Dominic's Chur[illegible] day, Dec. 3rd, at [illegible] terment was at Calv[illegible] Brown-Forward servi[illegible]

ALSDORF

R. Clyde Alsdorf, husband of the late Cathleene M., father of Alice A. McKinney (Mrs. T. M.), and Helen A. Callahan of Lake Success, N. Y., grandfather of three, brother of George W. Alsdorf of Columbus, O., late residence, 3053 Chadbourne Rd. All services and interment were held on Friday, Jan. 18, at Lansdowne, Pa. Brown-Forward service.

ANDERSON

L. Pearl Anderson, beloved sister of Mrs. Cora T. Nystrom, residence 15700 Van Aken Blvd. Services were held at the Shaker home of Brown-Forward, 17022 Chagrin Blvd., Feb. 25th.

ANGLIN

Bert Anglin, Jan. 23, residence, 13307 Graham Rd., East Cleveland. Services were at The Edwards Funeral Home, 13145 Euclid Ave., Saturday, Jan. 26.

ANNAT

Charles F. Annat, husband of Elizabeth (nee Thomas), brother of W. T. Holliday, Mrs. Walter W. Tyler of Wooster, O. and W. Harper Annat, late residence, 13415 Shaker Blvd. Services were held at 2 p. m. on Wednesday, April 3 at the John McSweeney residence, 531 North Market St., Wooster, O. Interment was in the family burial plot in Wooster Cemetery. Brown-Forward services.

ANSELMO

Rose Anselmo (nee Sansone), beloved wife of the late Vincent, mother of Anthony, Mrs. Rose Olivers, Vincent, Mrs. Jean Snellucha, Frances, grandmother and great-grandmother, sister of Joseph Sansone; residence [illegible] Blvd. S[illegible] were held Feb. 21. For information call the Maher SOUTH EUCLID Funeral Home, EV 2-4500

ARMSTRONG

Ernest C. Arm[illegible] Jan. 2[illegible] residence, 145[illegible] Ave. [illegible] East Cleveland. [illegible] The Edwards Fu[illegible] Home 13145 Euclid Ave. Saturday Jan. 26.

BAISCH

Harry H. B[illegible] 1052 E[illegible] held at The [illegible] Home 13145 Euclid Ave. Saturday Feb. 16

BARBER

Adah Bowen Barber, wife of the late Harold [illegible] mother of Mrs. Robert R. Wilson of Orchard Lake, Mich., Cornelius H. of Cleveland Heights, O. grandmother of six. Services were held March 1. Brown-Forward service.

BEECHING

Gertrude M. Beeching, beloved wife of the late Roland, mother of Gertrude Robbins and Jane Ellen Klebenow, of Glendale, Calif., and Bradford J. of Cuyahoga Falls and grandmother, residence 1293[illegible] Shaker Blvd. Services were held Dec. 31. For information call the Maher Funeral Home CE 1-4400

BELVILLE

Merle A. Be[illegible] residence Le[illegible] were held at T[illegible] Home 17[illegible] A[illegible] day, Ma[illegible]

BENTON

Anna Brit[illegible] Methodi[illegible] Janice [illegible] 1395 Oak[illegible] held at [illegible] Home, 17022 Chagrin Blvd. April 5. Interment was at Sh[illegible] O.

BERNASEK

Teresie Bernasek, Dec. 22, residence 1013 Hereford Rd. Cleveland Heights. Services were held at The Edwards Funeral Home, 13145 Euclid Ave., Wednesday, Dec. 26

BISHOP

Birdie King Bishop, beloved wife of the late D[illegible] George E. Bishop, mother of [illegible] King Bishop of Rochester, [illegible] Y., Charles H. Bishop, Virginia Bishop Upstill of Marietta, O. and Homer H. Bishop, grandmother and great-grandmother. Services were held in the Chapel of Epworth Euclid Church on Tuesday, Jan. 8. Entombment Knollwood Mausoleum. Brown-Forward service

BITTNER

Joseph Bittner, D[illegible] residence 1422 Lar[illegible] Services were held at The Edwards Funeral Home 13145 Euclid A[illegible] Wednesday, Jan. 2

BIXBY

Doris E. Bixby (nee Weitz), beloved wife of Raymond A., mother of James A., Mark A. and Barbara Rae, daughter of Mr. and Mrs. Arthur K. Weitz, late residence, 1764 Oakmount Rd. South Euclid. Services were held Saturday, Feb. 9, at 11 a. m. at the Church of the Saviour. Interment Knollwood Cemetery. Brown-Forward service

BLACKBURN

William M. [illegible] March 20, residence 303 C[illegible] Park Dr. Services were held at The Edwards Funeral Home 13145 Euclid Ave., Tuesday, April 2

BOWEN

[illegible]

LIBER 160 PAGE 143

Examiner's Exhibit No 5
Hartge, et al v. Dent, et al Eq 16179
Joel S. Rowe L. Exam

FILED

57-58

1964 JUL 22 PM 4:14

1/10 int. Avalon Shores Lots
2/15 " " Acreage

February 19, 1964

Childs And Bald
P.O. Box 787
Annapolis - Maryland - U. S. A.

Gentlemen

Reference your letter of february 4-64 requesting my approval of selling the Hartge property at Shady Side Maryland.

I approve the Sale of this property.

I do not under stand the order of Publication stating that Albert Henry Rudolf participates in this settling of this estate.

As Donathy F White left a will which is on file in Annapolis wich left him one $ 1 dollar.

Mr Chas P Davis Jr. has had smy - address and has failed to inform me about any of the - circunstances mentrined in the order of publication.

My address is changed Sincefeb. 9-64
to Walter Arthur White
AVENIDA EPITÁCIO PESSOA No 509
Apt 62 - SANTOS - Est SÃO PAULO
BRAZIL

I did not receive your first letter - that your mention.

Examiner's Exhibit No. 7
Hartge et al v. Davis et al Equity No 16,129
FILED
1964 JUL 22 PM 4:13

Childs And Bald LIBER 160 PAGE 145
P.O. Box 787
Annapolis - Maryland - U. S. A.

Chas P Davis Jr. wrote me a letter in 1962 requesting me to sign a paper which Mr. Tarantino - had Sent me to permit the Sale of the property. This paper was Signed and mailed to Chas P Davis Jr.

As I contributed to the Support of Grace Van Lill for twelve years I am very much - interested in the Sale of this property and I would like to Know just what Sharce I am to receive.

Thank you for you cooperation

Very truly yours

Walter Arthur White

Walter Arthur White

c.c. to Henry J. Tarantino, Esquire
160 South Street, Annapolis
Maryland - U. S. A.

6

CERTIFICATE

LIBER 160 PAGE 146

I, EBEN G. CRAWFORD, an attorney-at-law duly licensed to practice law in the State of Ohio, did on March 6, 1964, examine the records of the Probate Court of Cuyahoga County, Ohio. I found no record of any administration of the estate of H. Frank Van Lill nor any record that a will of H. Frank Van Lill was ever filed with said Court, either for the purpose of being probated or for safe-keeping.

Eben G. Crawford

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY

I, Eben G. Crawford, have made the foregoing statement and know it to be true as I verily believe.

Eben G. Crawford

SWORN TO by the said Eben G. Crawford and subscribed to before me this 7th day of March, 1964.

D. Jeffrey Baddeley
Notary Public

D. JEFFREY BADDELEY, Attorney at Law
Notary Public, STATE OF OHIO
Non-Expiring Commission

Ex Exhibit No. 8
Hartz, et al v. Dant et al
Eq 16.179
Dt. 5. Rev. 2. Exa...

FILED
1964 JUL 22 PM 4:12

The State of Ohio, Cuyahoga County } ss.

I, EMIL J. MASGAY, Clerk of the Court of Common Pleas, a Court of Record of Cuyahoga County, aforesaid,

Do Hereby Certify that D. Jeffrey Baddeley before whom the annexed acknowledgment, oath, affidavit, was taken, was at the date thereof a NOTARY PUBLIC, in and for said County, duly authorized by the laws of Ohio to take the same, also to make acknowledgments, affidavits and proofs, of deeds or conveyances for land, tenements or hereditaments situated and lying in said State of Ohio, and further that I am well acquainted with his handwriting and believe his signature thereto is genuine, and that the annexed instrument is executed according to the laws of the State of Ohio.

Commission expires subject to conditions of Rev. Code Sec. 147.03

In Testimony Whereof, I hereunto subscribe my name and affix the seal of said Court, at Cleveland, Ohio, this 9 day of March A. D. 1964

NO. B 3291

EMIL J. MASGAY, CLERK OF COURTS

Lavina Brock Deputy Clerk

LIBER 160 PAGE 147

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND

1962

	LAND	BUILDINGS	TOTAL ASSESSMENT
REAL ESTATE	6200	8000	14200
TAX LEVY	STATE TAX 2130	SPECIAL TAX TOTAL 284	COUNTY TAX 31098
	DIST. 7 SUB. 000 NUMBER 0522720		$ 335.12 TOTAL TAX DUE
			INTEREST

SPECIAL TAX CODES: A B C D E — 9

SHADYSIDE W RIVER
STEAM B WHARF. BLK 410
25 ACRES IMPS

DOROTHY F WHITE
CHAS F HARTGE
SHADYSIDE MD.

PD AA 501688 FEB 26 335.12 A.

SEE REVERSE SIDE FOR TAX RATES AND INTEREST SCHEDULE

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND

1962

	LAND	BUILDINGS	TOTAL ASSESSMENT
REAL ESTATE	200		200
TAX LEVY	STATE TAX 30	SPECIAL TAX TOTAL 4	COUNTY TAX 436
	DIST. 7 SUB. 001 NUMBER 0209020		$ 4.72 TOTAL TAX DUE
			INTEREST

SPECIAL TAX CODES: A B C D E — 9

AVALON SHS LOTS 1 2 3 4
BLK 60 SEC D

Harold.
CHAS F HARTGE ET AL
~~SHADYSIDE MD~~
3624 - Rockwood Rd. Balto 7 md

PD AA 501688 FEB 26 4.72 A -

SEE REVERSE SIDE FOR TAX RATES AND INTEREST SCHEDULE

FILED

1964 JUN 22 PM 4:11

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR. **1962**
ANNAPOLIS, MARYLAND

	LAND	BUILDINGS	TOTAL ASSESSMENT
REAL ESTATE	400		400
TAX LEVY	STATE TAX 60	SPECIAL TAX TOTAL 8	COUNTY TAX 876
	DIST. SUB. 7001	NUMBER 02091600	$ TOTAL TAX DUE 944
			INTEREST

AVALON SHS LOTS 12 TO 19
BLK 60 SEC D

SPECIAL TAX CODES A B C D E

9 CHAS F HARTGE ET AL
SHADYSIDE MD
PD AA 50138 FEB 26 9.44 A

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR. **1962**
ANNAPOLIS, MARYLAND

	LAND	BUILDINGS	TOTAL ASSESSMENT
REAL ESTATE	550		550
TAX LEVY	STATE TAX 83	SPECIAL TAX TOTAL 11	COUNTY TAX 1205
	DIST. SUB. 7001	NUMBER 02088800	$ TOTAL TAX DUE 1299
			INTEREST

AVALON SHS LOTS 1 TO 7
16 17 18 19 BLK 58 SEC D

SPECIAL TAX CODES A B C D E

9 CHAS F. HARTGE ET AL
SHADYSIDE MD.
PD AA 50148 FEB 26 12.99 A

6200 6000 14200
2130 568 32092
700005227200 34790

SHADYSIDE W RIVER
STEAM B WHARF BLK 410
25 ACRES IMPS

99 DOROTHY F WHITE
CHAS F HARTGE
SHADYSIDE MD
PD AA 89200 MAR 6 347.90 A

550 550
83 22 1243
700102088800 1348

AVALON SHS LOTS 1 TO 7
16 17 18 19 BLK 58 SEC D

99 CHAS F HARTGE ET AL
SHADYSIDE MD
PD AA 89170 MAR 6 13.48 A

400 400
60 16 904
700102091600 980

AVALON SHS LOTS 12 TO 19
BLK 60 SEC D

99 CHAS F HARTGE ET AL
SHADYSIDE MD
PD AA 89190 MAR 6 9.80 A

200 200
30 8 452
700102090200 490

AVALON SHS LOTS 1 2 3 4
BLK 60 SEC D

99 CHAS F HARTGE ET AL
SHADYSIDE MD
PD AA 89160 MAR 6 4.90 A

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY AND
STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND

REAL ESTATE 1964

006773

TAXPAYER'S COPY

LAND	BUILDINGS	TOTAL ASSESSMENT	SPECIAL TAX CODES	INDEX NO.
6,200	8,000	14,200	A B C D E 9	7 000 05227200
BILL NO.	**STATE TAX**	**COUNTY TAX**	**SPECIAL TAX TOTAL**	**TOTAL TAX DUE**
R 006773	21.30	367.07	5.68	$ 394.05
			SOURCE:	INTEREST
			DATE:	PAYMENT

SEE
ENCLOSED TAX
RATES AND
INTEREST SCHEDULE

SHADYSIDE W RIVER *
STEAM B WHARF BLK 410
25 ACRES IMPS

DOROTHY F WHITE
CHAS F HARTGE
SHADYSIDE MD

MAKE ALL CHECKS PAYABLE TO TREASURER, ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY AND
STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND

REAL ESTATE 1964

007097

TAXPAYER'S COPY

LAND	BUILDINGS	TOTAL ASSESSMENT	SPECIAL TAX CODES	INDEX NO.
400		400	A B C D E 9	7 001 02091600
BILL NO.	**STATE TAX**	**COUNTY TAX**	**SPECIAL TAX TOTAL**	**TOTAL TAX DUE**
R 007097	.60	10.34	.16	$ 11.10
			SOURCE:	INTEREST
			DATE:	PAYMENT

SEE
ENCLOSED TAX
RATES AND
INTEREST SCHEDULE

AVALON SHS LOTS 12 TO 19
BLK 60 SEC D

CHAS F HARTGE ET AL
SHADYSIDE MD

MAKE ALL CHECKS PAYABLE TO TREASURER, ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY AND
STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND

REAL ESTATE 1964

007096

TAXPAYER'S COPY

LAND	BUILDINGS	TOTAL ASSESSMENT	SPECIAL TAX CODES	INDEX NO.
200		200	A B C D E 9	7 001 02090200
BILL NO.	**STATE TAX**	**COUNTY TAX**	**SPECIAL TAX TOTAL**	**TOTAL TAX DUE**
R 007096	.30	5.17	.8	$ 5.55
			SOURCE:	INTEREST
			DATE:	PAYMENT

SEE
ENCLOSED TAX
RATES AND
INTEREST SCHEDULE

AVALON SHS LOTS 1 2 3 4
BLK 60 SEC D

CHAS F HARTGE ET AL
SHADYSIDE MD

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY AND
STATE OF MARYLAND, DR.
ANNAPOLIS, MARYLAND

REAL ESTATE 1964

007095

TAXPAYER'S COPY

LAND	BUILDINGS	TOTAL ASSESSMENT	SPECIAL TAX CODES	INDEX NO.
550		550	A B C D E 9	7 001 02088800
BILL NO.	**STATE TAX**	**COUNTY TAX**	**SPECIAL TAX TOTAL**	**TOTAL TAX DUE**
R 007095	.83	14.22	.22	$ 15.27
			SOURCE:	INTEREST
			DATE:	PAYMENT

SEE
ENCLOSED TAX
RATES AND
INTEREST SCHEDULE

AVALON SHS LOTS 1 TO 7
16 17 18 19 BLK 58 SEC D

CHAS F HARTGE ET AL
SHADYSIDE MD

MAKE ALL CHECKS PAYABLE TO TREASURER, ANNE ARUNDEL COUNTY

TEL. UNIVERSITY, 7-2802 LIBER 160 PAGE 150 WATER HEATERS

A. V. GIRTON

PLUMBING & HEATING

PUMPS & SEPTIC SYSTEMS

SHADY SIDE, MARYLAND

May 11 1963

SOLD TO Hartge
Shady Side, Md

For Repairing Broken Pipelines.	$ 8.00
Paid 5/11/63 A V Girton.	

BALTIMORE GAS AND ELECTRIC COMPANY

Customer Relations Department

June 1, 1964

Mrs. Harold Hartge
3624 Lochwood Road
Baltimore, Md. 21207

Dear Mrs. Hartge:

Thank you for your inquiry concerning the charge for electricity used at the home at Shadyside.

Since February 1962, each bill has been minimum charge ($1.29), except four summer months in 1962 and four summer months in 1963. These eight bills exceeded the minimum charge and are not counted in the total. Therefore, the total amount paid for the twenty (20) remaining months was $25.80.

If you should have any further question, please do not hesitate to let us know.

Very truly yours,

R. R. Jackson

R. R. Jackson
Customer Representative

RRJ:gms

June 2, 1964

Invoice for work performed at
Large Estate at Studfield, Md.

Cutting of Grass $90.00
Repair of Lawnmower $34.00
Gas + Oil for Lawnmower $8.80
Cleaning of Grounds $50.00
$172.80

This work was performed from
April 1, 1964 thru June 5, 1964
& is the final invoice as of
June 5, 1964

Harold D. Large

TO: LIBER 160 PAGE 153

Harold W. Hartge, Agent for
Harold W. Hartge, Roland T. Hartge, W. Arthur White
& Charles P. Davis, as their interest may appear
3624 Lockwood Road
Baltimore 7, Maryland

HENRY M. MURRAY AGENCY, INC.
TOWNS-WORTH BUILDING
150 SOUTH STREET
ANNAPOLIS, MARYLAND

COLONIAL 3-2664—3-2665 UNIVERSITY 7-3045

EFFECTIVE DATE	EXPIRATION	COMPANY	POLICY NUMBER
12/10/62	12/10/67	Montgomery	7610419
1st installment			
12/10/62	12/10/63		

COVERAGE & AMOUNT	PREMIUM
Dwelling and Contents -- Fire and Ex. Coverage	$39.24
Less dividend	13.46
	$25.78

Please receipt on return

PAID
DEC 10 1962
HENRY M. MURRAY AGENCY, INC.
PER

HENRY M. MURRAY, AGENCY, INC. — PREMIUMS DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY.

No. 94
BALTIMORE, MD. Dec. 5 1962 7-16/520
PAY TO THE ORDER OF Henry M. Murry $27.47/100
Twenty-Seven 47/100 DOLLARS
FIDELITY-BALTIMORE NATIONAL BANK
BALTIMORE 3, MARYLAND
Harold W. Hartge
:0520:0016: 433:188 0: :000000 27 47:

No. 86
BALTIMORE, MD. Dec. 10 1962 7-16/520
PAY TO THE ORDER OF Henry M. Murray Agency $25 78/100
Twenty Five 78/100 DOLLARS
DEC 11 1962
FIDELITY-BALTIMORE NATIONAL BANK
BALTIMORE 3, MARYLAND
Harold W. Hartge
7-16
:0520:0016: 433:188 0: :000000 25 78:

Shady Side
Ins. for 1962 & 1963

Examiner's Exhibit No 12
Hartge, et al v Davis et al
Equity No 16129
John G. Louis, Jr. Exam.

LIBER 160 PAGE 154

Petition for Letters of Administration

FILED
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

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

In the Matter of the Estate of CHARLES F. HARTGE, deceased

The petition of MATTHEW S. EVANS (not related)
(relationship to deceased)

respectfully showeth:

That Charles F. Hartge a resident of Anne Arundel County, State of Maryland, departed this life at the Marine Hospital, Baltimore ~~in said County~~ on the 23rd day of May, 1952, leaving no Last Will and Testament that has come to the knowledge or possession of your petitioner; that the decedent left surviving him the following heirs, viz.:

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

NAME	ADDRESS	AGE
Harold W. Hartge	1423 Poplar Grove Street Baltimore, Maryland	Brother 58 years
T. Roland Hartge	Grosse Point, Michigan	Brother 64 years
Grace H. Van Lill	Shadyside, Maryland	Sister 73 years
Myrtle J. Davis	2900 Brighton Street Baltimore, Maryland	Sister 65 years

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

~~/One Thousand Dollars/~~ Seven Thousand Five Hundred Dollars ($7,500.00)

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

One Thousand Dollars ($1,000.00)

Therefore, your petitioner applies for Letters of Administration upon the personal estate of the said decedent and offers corporate

~~as~~ suret

Matthew S. Evans

Matthew S. Evans

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, to wit:

Personally appeared MATTHEW S. EVANS Petitioner named in the above application and being duly sworn according to law, did depose and say that the matters and things set forth in the aforegoing petition are true to he best of his knowledge, information and belief.

SWORN AND SUBSCRIBED before me this 4 day of August, 1952

Skinner C. Burwell
Deputy Register of Wills for Anne Arundel County.

Petition for Letters of Administration approved August 5, 1952.

S/ Owain E. Owens
S/ Charles G. Hill
S/ Joseph O. H. Fowler

FILED
1964 JUL 22 PM 4:09

Examiner's Exhibit 13
Hartge, et al v. Davis, et al
Equity No 16129
John S. Rowe L. Exam

68

LIBER 160 PAGE 155

STATE OF MARYLAND

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Petition appointing Matthew S. Evans Administrator of Estate of Charles F. Hartge *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 20" *day of* July *in the year of our Lord, nineteen hundred and ~~fifty~~* sixty-four

George M. Nutwell

Register of Wills for Anne Arundel County

LIBER 160 PAGE 156

HAROLD W. HARTGE, et al	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS.	*	FOR
CHARLES PRICE DAVIS, et al	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #16,129
	*	

* * * * * * * * *

REPORT OF MASTER AND EXAMINER

2/3/64	Bill of Complaint for Sale in Lieu of Partition filed by Harold W. Hartge and Roland T. Hartge against Charles Price Davis, Albert H. Rudolph, Jr. and Walter A. White.
2/20/64	Defendant Davis summoned.
2/25/64	Answer filed by Defendant Davis admitting all the allegations of the Bill and consenting to the granting of the relief as prayed.
3/2/64	Certificate of Publication of Order of Publication filed, the Defendants Rudolph and White being non-residents.
3/30/64	Petition filed reciting the death of the Plaintiff, Harold W. Hartge on 3/17/64 and requesting that his heirs, consisting of his widow, Helen M. Hartge, his son, Harold R. Hartge and his daughters, Mary Britt and Phyllis Hogan, be permitted to be joined as parties plaintiff.
4/1/64	Leave granted by Order of Court for the heirs of Harold W. Hartge to intervene as parties plaintiff.
6/16/64	Decree Pro Confesso entered against the defendants Rudolph and White after prior filing of military affidavits.
7/1/64	Suggestion of Death filed alleging the death of the defendant Charles Price Davis, Sr. on 6/13/64 and stating that his heirs at law were Charles Price Davis, Jr. and Jeanne Davis Hall and asking that they be made parties defendant.
7/2/64	Answer of Charles Price Davis, Jr. and Jeanne Davis Hall filed.
6/22/64	Testimony taken before Examiner.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1964 JUL 22 PM 4:09

70

Substance of Testimony:

The property involved consists of:

1. A 4.47 acre tract improved by a 1 1/2 story brick home, and a 20.53 acre uimproved tract, said property being described in the deed filed as Exhibit #1.

2. Lots 1-7 inc., lots 16-19 inc., of Block 58; and lots 1-4 inc. of Block 60 at Avalon Shores, as described in the deed filed as Exhibit #2.

3. Lots 12-19, inc. of Block 60 of Avalon Shores as described in deed filed as Exhibit #3.

As shown by the three deeds filed as Exhibits 1, 2, and 3, the Grantees in those deeds were Dorothy F. White, Charles F. Hartge, Myrtle J. Davis, Roland T. Hartge, and Harold W. Hartge, who took it as Tenants in Common.

Two qualified appraisers testified as to the value of the properties in question and both appraisers testified that the property could not be divided in kind without loss or damage to the parties and that it would be to the best interest to the parties that the properties be sold.

The evidence shows that the Defendants were actually aware of the pendency of these proceedings. (See Transcript pages 6-9, inc.)

The testimony and exhibits reveal the following as to pedigree:

DOROTHY F. WHITE: Dorothy F. White was married twice. She first married Albert H. Rudolph by whom she had a son, Albert H. Rudolph, Jr., who is one of the defendants herein. The first marriage ended in divorce and she then married Walter A. White. Dorothy F. White died testate in September, 1959, survived by her mother, Grace Hartge Van Lill, her father, H. Frank Van Lill, her husband, Walter A. White, and by her said son by the earlier marriage, the defendant, Albert H. Rudolph, Jr. By her Will, (Exhibit #9) she devised her interest in the property located at Shady Side "known as the Charles A. Hartge Estate" in equal shares to her mother and her husband. The Will stated that she was making no provision for her son, Albert H. Rudolph, Jr. nor her father, H. Frank Van Lill.

Grace Hartge Van Lill died testate in December, 1961. By her Will (Exhibit 10) she left everything to her only child, Dorothy F. White. (who had in fact predeceased her). Grace Hartge Van Lill was survived by her husband, H. Frank Van Lill and by her grandson, Albert H. Rudolph, Jr. as her only heirs at law.

H. Frank Van Lill died April 7, 1963 (Exhibit 5) apparently without leaving a Will. (Exhibit 8)

ROLAND T. HARTGE: Roland T. Hartge is living and resides in Detroit, Michigan, and is a party plaintiff in this proceeding.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

MYRTLE J. DAVIS: Myrtle J. Davis died 2/14/62 leaving a Will (Exhibit 11) under the terms of which she left everything to her husband, Charles Price Davis. Charles Price Davis survived his wife and was one of the original defendants in this case. He died testate on 6/13/64, leaving surviving him Charles Price Davis, Jr. and Jeanne Davis Hall, who have now been made parties defendant and have filed an Answer.

HAROLD W. HARTGE: Harold W. Hartge was one of the Plaintiffs in this suit. He died intestate on 3/17/64 and his heirs of law are Helen M. Hartge, widow, Harold R. Hartge, son, and Mary Britt and Phyllis Hogan, daughters, and they have since been joined as parties plaintiff.

CHARLES F. HARTGE: Charles F. Hartge died intestate on May 23, 1952 leaving as his heirs at law his brothers and sisters, Harold W. Hartge, Roland T. Hartge, Grace H. Van Lill and Myrtle J. Davis. (Exhibit 13)

The witness, Mrs. Harold W. Hartge, testified that prior to his death, her husband had paid taxes, insurance and made payments for certain repairs and utilities on the property. (See transcript pages 14-16 and Exhibit 12)

It appears that all the requirements of the Statutes and of The Maryland Rules have been complied with, that all persons having any interest in the property have been made parties and have knowledge of the pendency of these proceedings and that the property cannot be divided in kind without injury to the parties.

Case ready for Decree August 4, 1964.

Attached form of Decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

LIBER 160 PAGE 159

HAROLD W. HARTGE, et al	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS.	*	FOR
CHARLES PRICE DAVIS, et al	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #16,129
	*	

* * * * * * * * *

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 4th day of ~~July~~ 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 Forty Three Thousand, One Hundred Thirty ($43,130.00) Dollars, the appraised value thereof, as testified to by the appraisers, and that Eugene M. Childs be, and he is hereby, appointed Trustee to make such sale and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Forty Four Thousand ($44,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Order or Decree in the premises; he shall then proceed to make the sale and if at public sale by giving at least 3 weeks' notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice

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1964 AUG -4 PM 2:48

3

as he may think proper, the terms of which said sale shall be as follows: a deposit of 10% of the amount shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court, or all cash at the option of the purchaser, any deferred payment to bear interest from the date of sale at the rate of 6%.

And as soon as may be convenient after said sale, the Trustee shall return to this Court a full and particular account of the sale with an affidavit of the truth thereof and of the fairness of the sale annexed. And on ratification of such sale by this Court and on the payment of the whole purchase money, and not before, the Trustee, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser of such property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from, or under them, or any of them.

And, the said Trustee shall give 90 days' notice to the creditors of all deceased parties in interest not heretofore granted in the administration of their respective estates. And, upon the giving of this notice by the Trustee and upon the expiration of 90 days after the notice to creditors aforesaid, the purchaser or purchasers of the property mentioned in these proceedings shall be required to accept title thereto, and no claim not filed within the period specified in the said notice, shall thereafter be asserted against such real estate in the hands of the purchaser or purchasers at such sale, or his or their heirs and assigns.

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

D. Brooks Dunbar

Judge

74

Trustee's Bond

16129 EQUITY

BOOK 12 PAGE 470

LIBER 160 PAGE 161

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Eugene M. Childs

as principal,

and The Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Forty-four thousand and 00/100 ($44,000.00) 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 31st day of July in the year of our Lord one thousand nine hundred and sixty- four.

WHEREAS, the above bounden Eugene M. Childs by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell real estate

mentioned in the proceedings in the case of Harold W. Hartge and Roland T. Hartge

vs.

Charles Price Davis et al

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Eugene M. Childs (SEAL)
Eugene M. Childs

(SEAL)

The Hartford Accident and Indemnity Company (SEAL)

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

Signed, sealed and delivered in the presence of

Betty Lee Hall
Betty Lee Hall

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the

a corporation of the State of

does hereby constitute and appoint

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

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 195.

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

Bond approved this 5th day of August, 1964

Louis N. Phipps, Clerk

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Assistant Secretary

1964 AUG -5 PM 12 28

75

CHILDS ANF ALD,
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16129 EQUITY

HAROLD W. HARTGE, et al
Plaintiffs
vs.
CHARLES PRICE DAVIS, et al
Defendants

Notice To Creditors

Notice is hereby given that pursuant to a decree of the Circuit Court for Anne Arundel County, dated the 4th day of August, 1964, the undersigned, Trustee, has been directed to publish notice to the creditors of

Grace Hartge Van Lill, late of Anne Arundel County, deceased.

H. Frank Van Lill, late of Cleveland, Ohio, deceased

Harold W. Hartge, late of Baltimore, Maryland, deceased

Dorothy Frances White, late of Oakland, California, deceased

All persons having claims against the deceased are hereby warned to file same, with vouchers thereof in the captioned case with the Clerk of said Court on or before the 16th day of November, 1964 otherwise they may be excluded from all benefit of said estate; All persons indebted to said estate are requested to make immediate payment.

For further particulars inquire:

Eugene M. Childs, Trustee
192 Duke of Gloucester St.
Annapolis, Maryland
COlonial 7-8191 A-27

No. 4

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 162

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1964

We hereby certify, that the annexed

Notice to Creditors

No. 16,129 Eq

Charles Price Davis

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 16th day of November, 1964. The first insertion being made the 6th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1964 AUG 28 PM 1:58

By H. Leighton

CHILDS AND \LD,
Attorne)
192 Duke of Gloucester Street
Annapolis, Maryland

Trustees' Sale

OF VALUABLE IMPROVED WATERFRONT PROPERTY

Consisting of 4 acres, 1 rood and 35 square perches on West River and

UNIMPROVED REAL ESTATE Lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19 of Block 58, Section D, Avalon Shores and Lots 1, 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19 of Block 60 Section D of Avalon Shores and

23 Acres Located on Steamboat Road Near Shadyside, Seventh Election District, Anne Arundel County, Maryland.

Under and by virtue of a decree issued August 4, 1964 by the Circuit Court for Anne Arundel County in a certain cause entitled, Harold W. Hartge et al vs. Charles Price Davis, et al and known as No. 16129 Equity, the undersigned Trustee will offer at public sale at the Court House Door, Annapolis, Maryland on

Thurs., Sept. 3, 1964
at 11:00 A.M.
(E.D.S.T.)

All those parcels of land lying in the Seventh Election District of Anne Arundel County as more particularly described in the following conveyances:

1. Deed from Margaret A. Hartge, widow, dated December 5, 1892 and recorded among the Land Records of Anne Arundel County in Liber S.H. 42, folio 496, containing 4 acres, 1 rood, 35 perches, more or less.

2. Deed from Avalon Shores, Inc., dated August 10, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 299, folio 146 for Lots 12-19, Block 60, Section D, Avalon Shores.

3. Deed from Summer Colonies, Inc. dated August 31, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 340, folio 80 for lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19, Block 58 Section D of Avalon Shores and Lots 1, 2, 3, 4, Block 60 Section D, Avalon Shores.

4. Deed from Oscar F. Hartge, et al to Charles A. Hartge dated January 7, 1899 and recorded among the Land Records of Anne Arundel County in Liber G.W. 21, folio 142 (first and second tracts therein described) containing 23 acres, more or less.

No. 77

OF \`E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 163

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1964

We hereby certify, that the annexed

Trustee's Sale

No. 16,129 Eq.

Charles Price Davis

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 September, 1964. The first insertion being made the 6th day of August, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1964 AUG 28 PM 1:58

By H. Leighsman

The firstly described parcel is improved by a modern year-round brick dwelling with oil fired hot air heat, running water and electricity. The house contains living room, dining area, kitchen, two bedrooms, bath and screened porch on the first floor and an unfinished area upstairs which could easily be converted into two additional bedrooms and bath. It is located on beautifully landscaped lawns and commanding an impressive view of West River. There is approximately 400 feet of waterfront and several outbuildings.

The 23 unimproved lots are adjacent to the improved property and form a buffer between it and a nearby development.

The 23 acre tract lies across Steamboat Road from the above-described property. It is unimproved, but could be used for development purposes in conjunction with the other tracts.

TERMS OF SALE. All the tracts will be offered for sale as a unit, but the highest bid reserved. The tracts will then be offered individually and that bid or combination of bids accepted which will yield the highest sales price. Trustee reserves the right to reject all bids, if in his opinion the highest offer or combination of offers are insufficient.

A deposit of ten per cent (10 per cent) of the purchase price will be required in cash or certified check of the purchaser or purchasers on the date of sale. Balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum is to be paid in cash upon ratification of sale. Taxes, insurance and all other public charges to be adjusted to date of sale.

For further particulars inquire

EUGENE M. CHILDS
Trustee
192 Duke of Gloucester St.
Annapolis, Maryland
COlonial 7-8191

GEORGE W. SCIBLE,
Auctioneer

A-27

LIBER 160 PAGE 165

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 24th 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, Eugene M. Childs, known to me to be the Trustee named in the decree in the case of Harold W. Hartge, et al vs Charles Price Davis, et al, No. 16129 Equity.

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, Charles Price Davis, Charles Price Davis, Jr., Jeanne Davis Hall, Albert Henry Rudolf, Jr., and Walter Arthur White

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 24th day of August, 19 64.

Notarial Seal

Mildred Ann Ball
Mildred Ann Ball Notary Public

My Commission will expire on:
May 3, 1965

Filed,

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1964 SEP -2 PM 3:09

78

GEORGE W. SCIBLE . LIBER 160 PAGE 166 . . Auctioneer

CHILDS AND BALD, ATTORNEYS
192 Duke of Goucester Street
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE

Improved Waterfront Property

Consisting of 4 acres, 1 rood and 35 square perches on West River and

Unimproved Real Estate

Lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19 of Block 58 Section D, Avalon Shores

and

Lots 1, 2, 3, 4, 12, 13, 14, 15, 16, 17, 18, 19 of Block 60 Section D of Avalon Shores.

and

23 Acres Located on Steamboat Road Near Shadyside, Seventh Election District, Anne Arundel County, Maryland

Under and by virtue of a decree issued August 4, 1964 by the Circuit Court for Anne Arundel County in a certain cause entitled Harold W. Hartge et al vs. Charles Price Davis, et al and known as No. 16129 Equity, the undersigned Trustee will offer at pubic sale at the Court House Door, Annapolis, Maryland, on

THURSDAY, SEPTEMBER 3, 1964

AS 11:00 A.M. (E.D.S.T.)

All those parcels of land lying in the Seventh Election District of Anne Arundel County as more particularly described in the following conveyances:

1. Deed from Margaret A. Hartge, widow, dated December 5, 1892 and recorded among the Land Records of Anne Arundel County in Liber S. H. 42, folio 496, containing 4 acres, 1 rood, 35 perches, more or less.

2. Deed from Avalon Shores Inc., dated August 10, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 299, folio 146 for Lots 12-19, Block 60, Section D, Avalon Shores.

3. Deed from Summer Colonies, Inc., dated August 31, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 340, folio 80 for lots 1, 2, 3, 4, 5, 6, 7, 16, 17, 18, 19 of Block 58 Section D of Avalon Shores and Lots 1, 2, 3, 4, Block 60 Section D, Avalon Shores.

LIBER 160 PAGE 167

4. Deed from Oscar F. Hartge, et al to Charles A. Hartge dated January 7, 1899 and recorded among the Land Records of Anne Arundel County in Liber G.W. 21, folio ~~122~~ 147 * (first and second tracts therein described) containing 23 acres, more or less.

The firstly described parcel is improved by a modern year-round brick dwelling with oil-fired hot-air heat, running water, and electricity. The house contains living room, dining area, kitchen, two bedrooms, bath and screened porch on the first floor and an unfinished area upstairs which could easily be converted into two additional bedrooms and bath. It is located on beautifully landscaped lawns and commanding an impressive view of West River. There is approximately 400 feet of waterfront and several outbuildings.

The 23 unimproved lots are adjacent to the improved property and form a buffer between it and a nearby development.

The 23-acre tract lies across Steamboat Road from the above-described property. It is unimproved, but could be used for development purposes in conjunction with the other tracts.

TERMS OF SALE: All the tracts will be offered for sale as a unit, but the highest bid reserved. The tracts will then be offered individually and that bid or combination of bids accepted which will yield the highest sales price. Trustee reserves the right to reject all bids, if in his opinion the highest offer or combination of offers are insufficient.

A deposit of 10 per cent (10%) of the purchase price will be required in cash or certified check of the purchaser or purchasers on the date of sale. Balance of the purchase money with interest thereon at the rate of six per cent (6%) per annum is to be paid in cash upon ratification of sale. Taxes, insurance and all other public charges to be adjusted to date of sale.

For further particulars inquire:

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

* Correction made pursuant to Order of Court of January 28 1965.
Louis N. Phipps
Clerk

FILED
1964 SEP 10 PM 3:46

LIBER 160 PAGE 168

AGREEMENT OF PURCHASE

This is to certify that I (~~we~~) on this 3RD day of September, 1964, purchased from Eugene M. Childs, Trustee, the ENTIRE property ~~described as~~ DESCRIBED ON THE REVERSE SIDE OF THIS HANDBILL at and for the sum of FORTY ONE THOUSAND FIVE HUNDRED FIFTY Dollars, and I (~~we~~) agree to comply with the terms of sale mentioned thereon.

Mrs. Helen Hartge

AUCTIONEER'S CERTIFICATION

I, George W. Scible, Auctioneer, do hereby certify that I have this 3rd day of September, 1964, sold the above mentioned property for Eugene M. Childs, Trustee, to Helen Hartge at and for the sum of $41,550.00 Dollars, and I do hereby certify that the sale was fairly made.

George W. Scible
Auctioneer

FILED
1964 SEP 10 PM 3:46

LIBER 160 PAGE 169

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF	*	FOR
HAROLD W. HARTGE, et al	*	ANNE ARUNDEL COUNTY
vs.	*	
CHARLES PRICE DAVIS, et al	*	EQUITY NO. 10107

****

AFFIDAVIT OF PURCHASE

I hereby certify that before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Helen Hartge known to me and being duly sworn, did make oath in due form of law in bidding on the real estate mentioned in these proceedings, she was acting solely on her own behalf; that there are no others interested as principals and that she did not directly or indirectly discourage anyone from bidding on the said property.

WITNESS my hand and Notarial Seal this 3rd day of September, 1964.

Mildred Ann Ball

Mildred Ann Ball, Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1964 SEP 10 PM 3:46

LIBER 160 PAGE 170

HAROLD W. HARTGE, et al	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
vs.	*	
		FOR
CHARLES PRICE DAVIS, et al	*	
		ANNE ARUNDEL COUNTY
RESPONDENTS	*	
		EQUITY NO. 16,129
	*	

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Eugene M. Childs, Trustee, respectfully shows:

That after having posted bond as required by Decree of this Honorable Court, dated August 4, 1964, the Trustee proceeded to advertise the subject property in the Evening Capital, a newspaper published in Anne Arundel County, and on the third day of September, 1964, proceeded to offer the same for sale at the Court House door at Annapolis, Maryland.

The manner of offering was as follows:

The Trustee first took bids on the 23 lots in Avalon Shores and the high bid for these lots was $1,000.00, which bid was reserved. He then accepted bids on the 23 acres of unimproved property and the high bid in this case was $7,100.00. The waterfront property was then offered for sale and a bid of $30,000.00 was the most which was offered for this parcel. The three above mentioned bids were reserved and the property was then auctioned as a unit and a high bid of $41,550.00 was received. Thereupon the separate bids were rejected and the entire property was sold to Helen Hartge, she being the highest bidder therefor.

FILED
1964 SEP 10 PM 3:46

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

The Trustee states that he has received the deposit required under terms of sale and the purchaser has signed an agreement to purchase, as will more fully appear by reference to the agreement on the reverse side of the handbill attached hereto.

The Trustee states that he believes that the amount bid for the property is fair and reasonable and the sale was fairly made.

Respectfully submitted,

Eugene M. Childs, Trustee

Eugene M. Childs, Trustee

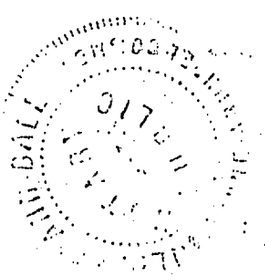
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Trustee, and made oath in due form of law that the matters contained in the foregoing Report of Sale are true and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

Mildred Ann Ball

Mildred Ann Ball, Notary Public



CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

ORDER NISI

LIBER 160 PAGE 172

HAROLD W. HARTGE, et al

versus

CHARLES PRICE DAVIS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,129 Equity

Ordered, this 10th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of October next.

The report states that the amount of sale was $41,550.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Eugene M. Childs, Atty.

For the Evening Capital(Sept.12th Edition)

(Final Order)

HAROLD W. HARTGE, et al

versus

CHARLES PRICE DAVIS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th 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 Bowie Duckett

JUDGE.

FILED

1964 OCT 15 PM 4:05

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,129 Equity
HAROLD W. HARTGE, et al
versus
CHARLES PRICE DAVIS, et al

Ordered, this 10th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of October next.

The report states that the amount of sale was $41,550.00.

LOUIS N. PHIPPS, Clerk
True Copy. TEST:
LOUIS N. PHIPPS, Clerk
O-3

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 173

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,129

Charles Price Davis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1964. The first insertion being made the 12th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Wilkinson

FILED
1964 OCT 13 PM 2:18

No. E. C. 7382

LIBER 160 PAGE 174

HAROLD W. HARTGE, et al	*	NO. 16,129 EQUITY
PLAINTIFFS	*	IN THE CIRCUIT COURT
vs.	*	FOR
CHARLES PRICE DAVIS	*	
DEFENDANTS	*	ANNE ARUNDEL COUNTY

* * * *** * * *

FILED
1965 JAN 27 PM 2:00

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eugene M. Childs, Trustee in the within cause prays leave of Court to correct a typographical error appearing in the third line of the fourthly described tract of land as set forth in the handbill. The deed reference should read GW 21, folio 147 instead of 142.

Respectfully submitted.

Eugene M. Childs

Eugene M. Childs, Trustee

ORDER

Ordered this 28th day of January, 1965, on the aforegoing petition that the Clerk of Court is hereby directed to make the change in the handbill as prayed.

FILED
1965 JAN 28 PM 1:56

JUDGE

45

LIBER 160 PAGE 175

In the Case of

HAROLD W. HARTGE, et al

vs.

CHARLES PRICE DAVIS, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,129 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

1965 MAR -1 PM 2:18

All of which is respectfully submitted.

March 1, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of March, 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: Constance B. Tolley, deputy

FILED

1965 MAR 17 AM 8:40

86

Dr. HAROLD W. HARTGE, ET AL VS. CHARLES PRICE DAVIS, ET AL.

LIBER 160 PAGE 176

In Acct. with EUGENE M. CHILDS, TRUSTEE

Cr.

	1964, September 3,						
	Proceeds of sale	41,550	00				
	Interest on deferred payment of $37,395.00 from						
	11/17/64 to 1/26/65 - 71 days @ 6%	436	00	41,986	00		
	Refund County taxes 9/3/64 to 12/31/64	116	00	116	00		
						42,102	00
	To Trustee for fee, viz: Court Order 2/3/65	2,000	00				
	To Trustee for commissions, viz:	1,119	72	3,119	72		
	To Trustee for Court Costs, viz:						
	Plaintiffs Solicitors Appearance fee	10	00				
	Clerk of Courts - Court costs	128	00				
	William R. Huggins - Sheriffs costs	2	00				
	John G. Rouse, Jr. - Examiners fee	25	00				
	Conchita Tuers - Stenographers fee	16	00				
	Defendants Solicitors Appearance fee	10	00				
	Auditor - stating this account	125	00	316	00		
	To Trustee for expenses, viz:						
	Capital-Gazette Press - Advertising sale	140	00				
	Capital-Gazette Press - Order nisi, sale	15	00				
	Capital-Gazette Press - Adv. Order of Publication	140	00				
	Capital-Gazette Press - Adv. Notice to creditors	25	00				
	Speer Publications - Handbills	18	03				
	Hartford Accident & Indemnity Co. - Bond Premium	176	00				
	George W. Scible - Auctioneers fee	150	00				
	One-half cost documentary stamps	69	30				
	Squire, Sanders & Dempsey - services rendered	17	00				

	Frank W. Wilde & T.C.Worthington - Appraisers fee	100	00			
	Register of Wills,-Baltimore City - Copy of Will	3	00			
	Register of Wills, A. A. Co. - Copies of Wills	6	00			
	Louis N. Phipps, Clerk - Copies of Deeds	8	25			
	Clerk of Alameda Co., California - Copy of Will	1	50			
	Helen M. Hartge - Reimbursement grass cutting, etc.	40	00			
	Estate of Harold W. Hartge - claim for taxes,					
	Insurance, etc. advanced	1,424	17	2,333	25	
	BALANCE FOR DISTRIBUTION	36,333	03	36,333	03	
						42,102 00
	Distribution as follows, viz:					
A	Roland T. Hartge - One-fifth share	7,266	61	7,266	61	
B	Heirs of Harold W. Hartge - One-fifth ($7,266.61)					
	Helen M. Hartge, widow - One fifteenth 2,422.21					
	Less: 1% direct inheritance tax ----- 24.22	2,397	99			
	Harold R. Hartge, son - two fortyfifths 1,614.80					
	Less 1% direct inheritance tax ------- 16.15	1,598	65			
	Mary Britt, daughter - two fortyfifths 1,614.80					
	Less; 1% direct inheritance tax ------ 16.15	1,598	65			
	Phyllis Hogan, daughter - two fortyfifths 1,614.80					
	Less; 1% direct inheritance tax -------- 16.15	1,598	65	7,193	94	
C	Heirs of Charles F. Hartge- One-fifth ($7,266.61)					
	1. Roland T. Hartge, brother - one-twentieth	1,816	65			
	2. Heirs of Harold W. Hartge, brother -1/20(1,816.66)					
	(a) Helen M. Hartge -one-sixtieth --- 605.56					
	Less 1% direct inheritance tax -- 6.06	599	50			
	(b) Harold R. Hartge - one-nintieth - 403.70					

	Less 1% direct inheritance tax - 4.04	399	66				
	(c) Mary Britt - one nintieth ------ 403.70						
	Less 1% direct inheritance tax - 4.04	399	66				
	(d) Phyllis Hogan - one nintieth --- 403.70						
	Less 1% direct inheritance tax -- 4.04	399	66				
	3. Heirs of Myrtle J. Davis, sister 1/20 (1816.65)						
	Estate of Charles Price Davis 1/20	1,816	65				
	4. Heirs of Grace Van Lill, sister 1/20 (1816.65)						
	Albert H. Rudolph,Jr., Great nephew 1/20 = 1816.65						
	Less 1% direct inheritance tax = 18.17	1,798	48	7,230	26		
D	Heirs of Myrtle J. Davis, 1/5 (7,266.60)						
	Estate of Charles Price Davis, Husband	7,266	60	7,266	60		
E	Heirs of Dorothy F. White 1/5 (7266.60)						
	1. Albert H. Rudolph,JR., son = 3633.30 (1/10)						
	Less 1% direct inheritance tax 36.33	3,596	97				
	2. Walter A. White, husband 1/10 = 3633.30						
	Less 1% direct inheritance tax = 36.33	3,596	97	7,193	94		
	To Register of Wills of Anne Arundel County, viz:						
	Direct inheritance tax (1%)	181	68	181	68		
						36,333	03

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY LIBER 160 PAGE 179

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
102 Glenlea Drive
Glen Burnie, Maryland
Defendants

Docket _____ Folio _____
Case No. 16,820 Equity
Filed _____

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 20th day of November A.D. 1957 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 $12,400.00 and interest as therein mentioned, ~~wherein~~ which mortgage, by mesne assignments, was on November 21, 1957 short assigned unto Metropolitan Life Insurance Company, 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 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~~ J. Neubauer, Sr. Attorney for Plaintiff
Keyser Building-Baltimore, Md. 21202
Le-9-3212
~~Attorney for Plaintiff~~

FILED

1964 DEC -7 AM 9:58

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

REVIEWED BY LAW DIVISION
MORTG. NO. INVESTMENTS

LIBER 1168 PAGE 549

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 20th day of November, A. D. 19 57, by and between RICHARD C. DOROPIEWICH and MARY EDITH DOROPIEWICH, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WEAVER BROS. INC. OF MARYLAND - - - - - - - - - - - - - - - - - -,

a corporation organized and existing under the laws of the State of Maryland - - - - - - - - - - hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TWELVE THOUSAND FOUR HUNDRED AND 00/100ths - - - - - - - - - - -Dollars ($12,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the Mortgagee - , in - - - - - - - - - - - - - - - - Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of - - - - - - - - SIXTY-TWO AND 83/100ths - - - - - - - Dollars ($ 62.83), commencing on the first day of January, 19 58, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 19 87. 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~~ according to amortization schedule.

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. 28, Block "D" as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 27, folio 30: the improvements thereon being known as No. 102 Glenlea Drive.

BEING the same lot of ground described in an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County from Silver Holding Corporation to the within named Mortgagors.

METROPOLITAN LIFE INSURANCE COMPANY,
Assignee
Plaintiff

vs.

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
Defendants

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY

PETITIONER'S EXHIBIT #1

FILED
1964 DEC -7 AM 9:58

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

16—49890-8

G 240 100

2

LIBER 160 PAGE 181

LIBER 1168 PAGE 550

FOR VALUE RECEIVED, and without recourse, WEAVER BROS. INC. OF MARYLAND, hereby assigns, the within and aforegoing Mortgage and the Mortgage debt secured thereby u nto the MARYLAND TRUST COMPANY.

AS WITNESS: the signature of said body corporate, Assignor, by the hand of Hugh H. Gambrill its Assistant Vice President and its corporate seal hereto affixed this 20th day of November, 19 57

WITNESS:

Eva M. Reiner

Eva M. Reiner

WEAVER BROS. INC. OF MARYLAND

BY: Hugh H. Gambrill

Hugh H. Gambrill, Ass't. Vice President

FOR VALUE RECEIVED, and without recours, 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, by the hand of John R. Cupit its Vice President and its corporate seal hereto affixed this 21st day of November, 1957.

WITNESS:

F. H. Waldman, Assistant Secretary

MARYLAND TRUST COMPANY

BY: John R. Cupit

John R. Cupit Vice President

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, for all the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever, subject to the payment of the annual ground rent of One Hundred Twenty Dollars ($120.00), payable in equal semi-annual installments on the 20th 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.

16—49890-5

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 clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will bccome 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 "latc charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days aftcr 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 beeome due and payablc, 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 dcficiency, 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 indebtcdness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal chargcs, 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 mortgagc debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the ratc 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 notcs for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premiscs, 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 advancc evidenced thereby werc included in the notc first described above. Said supplemental note or notes shall bcar interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such pcriod 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 ordcr and condition as they are now and will not commit or permit any wastc thercof, 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 prcmiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurancc shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by thc 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 direetly 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 cvent 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 immediatc 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 (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Pentanes, 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 Artiele LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

5.

LIBER 1168 PAGE 552 LIBER 160 PAGE 183

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 $250.00 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:

George M Bayley
GEORGE M. BAYLEY

Richard C Doropiewich
Richard C. Doropiewich [SEAL]

Mary Edith Doropiewich
Mary Edith Doropiewich [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1168 PAGE 553

I HEREBY CERTIFY, That on this 20th day of November, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared RICHARD C. DOROPIEWICH and MARY EDITH DOROPIEWICH, his wife, - - - - - - - - - - - - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Joseph S Knapp Jr., 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.

George M Bayley
GEORGE M. BAYLEY Notary Public.
MY COMMISSION EXPIRES MAY 4, 1959

GEORGE M. BAYLEY NOTARY PUBLIC BALTIMORE COUNTY

Assmt #1
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 NOV 23 AM 10:35
& RECORDED IN LIBER GTC
NO. 1168 FOLIO 550
GEO. I. CROMWELL, CLERK

Assmt 2
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 NOV 23 AM 10:35
& RECORDED IN LIBER GTC
NO. 1168 FOLIO 550
GEO. I. CROMWELL, CLERK

Rec'd for record Nov 23 1957 at 10.35 A.M
Mailed to The Md. Title Guarantee Co

135,217
TCC/abp
(3) F

STATE OF MARYLAND

Mortgage

FROM

RICHARD C. DOROPIEWICH AND
MARY EDITH DOROPIEWICH, HIS WIFE

TO

WEAVER BROS. INC. OF MARYLAND

S/A MARYLAND TRUST COMPANY
S/A METROPOLITAN LIFE INSURANCE COMPANY

Received for Record at ... o'clock M.
Same day recorded in Liber ... Folio ... &c.,
one of the Land Records of ...
... examined per ...
Cost of Record, $ 15.00 Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1957 NOV 23 AM 10:35
& RECORDED IN LIBER GTC
NO. 1168 FOLIO F49
GEO. I. CROMWELL, CLERK

U. S. GOVERNMENT PRINTING OFFICE 16—49800-4

THE MARYLAND TITLE GUARANTEE CO.
215 E. FAYETTE STREET
BALTIMORE 2, MARYLAND

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

VS.

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
102 Glenlea Drive
Glen Burnie, Maryland
Defendant

IN THE

CIRCUIT COURT FOR

BALTIMORE COUNTY

Docket No. ....., Folio .....

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ (CITY), To Wit:

I HEREBY CERTIFY, that on the 4th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (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. Bateman
CATHERINE P. BATEMAN NOTARY PUBLIC

John J. Neubauer, Sr.
John J. Neubauer, Sr. - Affiant

FILED
1964 DEC -7 AM 9:58

6

METROPOLITAN LIFE INSURANCE COMPANY, :
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff :

vs.

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
102 Glenlea Drive
Anne Arundel County, Maryland

Defendants :

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

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 Richard C. Doropiewich and Mary Edith Doropiewich, his wife, to Weaver Bros. Inc. of Maryland, a body corporate of the State of Maryland, dated the 20th day of November, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 549, which mortgage, by mesne assignments was short assigned on November 21, 1957 unto Metropolitan Life Insurance Company.

Principal amount of mortgage	$12,400.00
Less payments made on account	1,476.40
Balance on principal	$10,923.60
Interest to December 15, 1964	266.28
Balance due on principal and interest	$11,189.88
LESS: Credit PLUS: Debit in expense account	58.53
Net balance due on mortgage	$11,131.35

METROPOLITAN LIFE INSURANCE COMPANY

BY: J. A. Bertrand
SECOND Vice-President

J. A. BERTRAND

STATE OF NEW YORK, COUNTY OF NEW YORK, to wit:

I HEREBY CERTIFY, that on this 1ST DAY OF DECEMBER 1964 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 J. A. BERTRAND SECOND Vice-President of METROPOLITAN LIFE INSURANCE COMPANY, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 40-7417500
Qualified in Putnam County
Certificate filed in New York County
Commission Expires March 30, 1966

Daniel J. Lane
Notary Public

FILED
1964 DEC -7 AM 9:58

E-117—1M—10-63.

LIBER 160 PAGE 186

Decree in Circuit Court for Anne Arundel County

DOCKET_____ FOLIO_____

CASE NO. _____

FILED _____

METROPOLITAN LIFE INSURANCE COMPANY
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff

Vs.

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
102 Glenlea Drive
Glen Burnie, Maryland
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

_____TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It Is Thereupon, this 7th day of December in the year nineteen hundred and sixty-four by the Circuit Court of 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 Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of the sale price to bear interest from the day of sale and be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Bruce Duckett
_____
JUDGE

FILED
1964 DEC -7 PM 3:34

8

LIBER 160 PAGE 187

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 12 PAGE 592

Metropolitan Life Insurance Company, Assignee

versus

Richard C. Doropiewich and Mary Edith Doropiewich h/w

BOND OF TRUSTEE TO SELL

No. 16,820 Equity

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 7th day of December 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, Assignee

versus

Richard C. Doropiewich and Mary Edith Doropiewich, h/w

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer, Sr. and John J. Neubauer, Jr.

do and shall well and faithfully perform the trust reposed in 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, Jr. (SEAL)
John J. Neubauer, Jr.

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By E. S. Windsor
E. S. Windsor
Attorney in fact.

Bond approved this 9th day of December, 1964

John N. Thomas, Clerk

FILED

1964 DEC -9 AM 10: 31

9

JOHN J. NEUB[illegible]ER,
Solicitor
Keyser Building
Baltimore, Maryland - 21202

Trustees' Sale
OF VALUABLE LEASEHOLD PROPERTY

Known as No. 102 Glenlea Drive, Glen Burnie 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. Richard C. Doropiewich and Mary Edith Doropiewich, his wife, the undersigned Trustees will sell at Public Auction on the premises the leasehold property hereinafter described on

MONDAY, JANUARY 18th, 1965 AT 4 O'CLOCK P.M.:

All that lot or parcel of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 23, Block "D" as shown on a Plat entitled "Hammarlee Estates", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 30.

The improvements thereon being known as No. 102 Glenlea Drive.

The property is subject to the payment of an annual ground rent of One Hundred Twenty and 00/100 ($120.00) Dollars, payable in equal semi-annual installments on the 20th days of May and November, in each and every year.

The improvements consist of a one-story frame dwelling, containing six rooms and one bath with forced warm air heat, gas fired.

The property is subject to the following:

(1) Agreement between The Hammarlee Realty Company and Consolidated Gas and Electric Light and Power Company of Baltimore, dated June 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 166, folio 186, granting to the latter the right to construct, operate and maintain a pole line including the necessary appurtenances, etc.

No. 10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 188

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1965

We hereby certify, that the annexed

Trustee's Sale

Richard C. Dorospiewich

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of January, 1965. The first insertion being made the 22nd day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 JAN 19 PM 1 54

By [illegible]

(2) Deed of Easement from The Hammarlee Realty Co., et al, to Anne Arundel County Sanitary Commission, dated August 3, 1950 and recorded among the Land Records aforesaid in Liber J.H.H. No. 754, folio 231, granting to the latter the easements and rights of way for water and sewer lines.

(3) Agreement between Hammer Realty, Inc. and Baltimore Gas and Electric Company, dated August 3, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1056, folio 90, granting to the latter the right to construct, operate and maintain electric lines and gas lines including the necessary appurtenances, etc.

(4) Covenants, conditions and restrictions set forth in a Declaration made by Harry Silver and wife, et al, dated July 11, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1044, folio 556.

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

J-14

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of January, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John E. Murn 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 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 Insurance Company
Purchaser

BY: _____
Agent for Weaver Bros. Inc. of Maryland

_____
Notary Public

1965 JAN 20 PM 2:29
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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.

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
102 Glenlea Drive, Anne Arundel Co., Md.
Defendants

—IN THE— LIBER 160 PAGE 191

CIRCUIT COURT

—FOR—

ANNE ARUNDEL COUNTY, IN EQUITY
~~BALTIMORE COUNTY~~

Case No. 16,820

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE~~ 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 known as Lot No. 28, Block "D" on Plat entitled "Hammarlee Estates", upon which the improvements are known as 102 Glenlea Drive, Glenburnie, 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 "Maryland Gazette" a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, one of said Trustees did pursuant to said notice on Monday the 18th day of January, 1965, at 4:00 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 $120.00, payable in equal semi-annual installments on the 20th days of May and November, in each and every year.

John J. Neubauer, Sr. — Trustee
John J. Neubauer, Jr. — Trustee.

FILED 1965 JAN 20 PM 2:29

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

I Hereby Certify, that on this 18th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared John J. Neubauer, Sr. and John J. Neubauer, Jr., Trustees and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

CATHERINE T. BOEGNER Notary Public

12

ORDER NISI

LIBER 160 PAGE 192

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

RICHARD C. DOROPIEWICH and

MARY EDITH DOROPIEWICH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,820 Equity

Ordered, this 20th day of January, 19 65, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr., and John J. Neubauer, Jr., Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of March next.

The report states that the amount of sale was $ 9,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John J. Neubauer, Atty. Maryland Gazette (for Jan. 28 edition)

(Final Order)

METROPOLITAN LIFE INSURANCE COMPANY

Assignee

versus

RICHARD C. DOROPIEWICH and

MARY EDITH DOROPIEWICH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of March, 1965 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bruce Dunkum

JUDGE.

FILED

1965 MAR -2 PM 12: 33

13

LIBER 160 PAGE 193

METROPOLITAN LIFE INSURANCE COMPANY, ::
Assignee
1 Madison Avenue
New York 10, New York

Plaintiff :: IN THE CIRCUIT COURT FOR

vs. ::

ANNE ARUNDEL COUNTY

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife :: IN EQUITY
102 Glenlea Drive, Glen Burnie
Anne Arundel County, Maryland ::

Defendants Case No. 16,820

::

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

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 102 Glenlea Drive, in Glen Burnie, Anne Arundel County, Maryland, subject to the payment of an annual ground rent of $120.00 and have qualified by filing their corporate bond.

2. That your Petitioners, by their Report filed in these proceedings on the 20th day of January, 1965, sold the said leasehold property situated in Anne Arundel County, State of Maryland, known as 102 Glenlea Drive, 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 that this Honorable Court pass an order substituting J.S. Gleason, Jr., Administrator of

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1965 JAN 28 AM 11:00

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: Henry D. Miller, Jr. Third Vice President

John J. Neubauer, Sr. - Trustee

John J. Neubauer, Jr. - Trustee

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

15

LIBER 160 PAGE 195

METROPOLITAN LIFE INSURANCE COMPANY :
Assignee
1 Madison Avenue
New York 10, New York
Plaintiff : IN THE CIRCUIT COURT FOR

vs.

: ANNE ARUNDEL COUNTY

RICHARD C. DOROPIEWICH and
MARY EDITH DOROPIEWICH, his wife
102 Glenlea Drive, Glen Burnie
Anne Arundel County, Maryland : IN EQUITY

Defendants

Case No. 16,820

:

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

ORDER OF COURT

Upon the aforegoing Petition and Assent, it is this 29th day of January, 1965, 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 102 Glenlea Drive, Glen Burnie, Anne Arundel County, Maryland, subject to the payment of an annual ground rent of $120.00, in the place and stead of Metropolitan Life Insurance Company.

O. Bowie Duckett
Judge

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

FILED
1965 FEB -1 AM 10:58

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,820 Equity

METROPOLITAN LIFE INSURANCE COMPANY
Assignee

versus

RICHARD C. DOROPIEWICH,
and
MARY EDITH DOROPIEWICH
his wife

Ordered, this 20th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by John J. Neubauer, Sr., and John J. Neubauer, Jr., Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of March next.

The report states that the amount of sale was $9,000.00.

LOUI SN. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

F-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 196

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,820 Richard C. Doropiewich

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of March, 1965. The first insertion being made the 28th day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 FEB 23 PM 3:57

By H. Tilghman

No. M.G. 5513

17

LIBER 160 PAGE 197

In the Case of

METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE

VS.

RICHARD C. DOROPIEWICH and MARY EDITH DOROPIEWICH, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,820 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
1965 MAR 10 PM 3:37

All of which is respectfully submitted.
March 10, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of March, 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 E. Jankowski, deputy

FILED
1965 MAR 26 AM 8:57

18

Dr. METROPOLITAN LIFE INSURANCE COMPANY, ASSIGNEE

VS.

RICHARD C. DOROPIEWICH and MARY EDITH DOROPIEWICH, his wife

In Acct. with JOHN J. NEUBAUER, SR. and JOHN J. NEUBAUER, JR., TRUSTEES

			Cr.
1965, January 18,			
Proceeds of sale	9,000 00		
Interest on deferred payment of $8,500.00 from			
January 18, 1965 to March 5, 1965 @ 6%	63 75	9,063 75	
Refund 1965 water & Anne Arundel Co. Sanitary			
charges from 1/18/65 to 12/31/65	41 24	41 24	
			9,104 99
To Trustees for fee, viz:	250 00		
To Trustees for Commissions, viz:	301 91	551 91	
To Trustees for Court costs, viz:			
Plaintiffs Solicitors Appearance fee	10 00		
Clerk of Courts - court costs	31 25		
Auditor - Stating this account	35 00	76 25	
To Trustees for expenses, viz:			
Capital-Gazette Press, Inc. - Advertising sale	134 76		
Capital-Gazette Press, Inc. - Order Nisi, sale	15 00		
The Baltimore Sun - Advertising sale	16 65		
E.T. Newell & Co., Inc. - Auctioneers fee	35 00		
U.S.Fidelity & Guaranty Co. - Bond premium	24 00		
Judgment reports	3 00		
Miscellaneous Notary fees	1 00		
1965 County & State taxes, Adj. 1/1/65 to 1/18/65	11 89		
Ground rent - 1 month, 28 days ($120.00) Adj.	19 34	260 64	
To Metropolitan Life Insurance Company, this			
balance on account of Mortgage claim filed	8,216 19	8,216 19	
			9,104 99

Amount of Mortgage claim filed	11,131	35
Interest on principal balance of $10,923.60		
from 12/15/64 to 3/26/65 - 101 days @ 4½%	136	16
	11,267	51
CREDIT - Amount allowed above	8,216	19
Balance Subject to Decree in Personam	3,051	32

PETITION FOR FORECLOSURE

LIBER 160 PAGE 200

EQUITABLE CREDIT CORPORATION
(formerly known as The Equitable Mortgage Corporation)

VS.

THOMAS A. SELPH and

VIRGINIA L. SELPH, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,827 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 16th **day of** November **A. D.** 1962 **the defendant executed and delivered to** The Equitable Mortgage Corporation, now known as Equitable Credit Corporation ---------- **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 $** 2275.00 ---- **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 having occurred therein.

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

And as in duty, &c.

John M. Balder

JOHN M. BALDER, *Attorney for Plaintiff*

FILED
1964 DEC 10 AM 10:03

No. 16,827 Equity

LIBER 160 PAGE 201

THIS MORTGAGE, Made this 16th day of November 196 2 by and between THOMAS A. SELPH and VIRGINIA L. SELPH, his wife

of Anne Arundel City/County, State of Maryland, party of the first part, and Mortgagor, and THE EQUITABLE MORTGAGE CORPORATION, a Body Corporate of the State of Maryland

party of the second part, and Mortgagee.

WITNESSETH, that whereas the said Mortgagor is indebted unto the said Mortgagee in the sum of TWO THOUSAND TWO HUNDRED SEVENTY FIVE and 00/100 Dollars ($2275.00)

and has agreed to repay same in 59 consecutive monthly installments of THIRTY EIGHT and 00/100 Dollars ($38.00), payable on the 16th day of each month beginning December, 1962 and a final payment of THIRTY THREE and 00/100 Dollars ($33.00).

WHEREAS, the said Mortgagor, desiring and intending to secure the prompt payment of said sum of money and each and all installments thereof, executes this Mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its executors, administrators, heirs, successors and assigns, the following property, the improvements thereon being known as No. 336 Holy Cross Road, Anne Arundel City/County, Maryland, and being more particularly described in a Deed from Wilson J. Gould and Annabel Gould, his wife to said Mortgagor, dated April 9, 1958 and recorded among the Land Records of Anne Arundel City/County, in Liber G.T.C. No. 1195, Folio 566 ~~[illegible]~~, in fee simple, ~~[illegible]~~

the following property the improvements thereon being known as No. ..... City/County, Maryland, and being more particularly described in a Deed from ..... to said Mortgagor, dated ..... and recorded among the Land Records of ..... City/County, in Liber ..... No. ..... Folio ....., subject to an annual ground rent of ..... Dollars ($.....), in fee simple.

PROVIDED if the Mortgagor shall pay the said Mortgage debt and all interest and shall perform all the covenants thereof, then this mortgage shall be void.

AND the Mortgagor covenants and agrees to pay a "late charge" not to exceed 6% of any installment which is not paid within fifteen (15) days of the due date thereof; to cover the extra expenses involved in handling delinquent payments

AND it is agreed that, until default be made in the premises, said Mortgagor, his executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying all taxes, water rent, interest, principal and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagor does hereby covenant to pay when legally demandable. Upon any default, whether or not a Receiver be appointed, the rents and profits of said property are hereby assigned to said Mortgagee as additional security. Upon any default herein the entire Mortgage debt shall be deemed due and demandable 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 (2) also authorize the said Mortgagee, its successors or assigns, or its Agent or duly authorized, attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the City or County in which the land or some portion thereof is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

It is convenanted and agreed that immediately upon the institution of foreclosure proceedings hereon after default, the Mortgagor shall become liable for an attorney's fee to the attorney filing the same in the sum of $75.00 which sum shall be paid before the Mortgagee shall be required to release the mortgage.

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 a counsel fee of $150.00 for conducting the proceedings if without contest, but if legal services be rendered to the Trustee appointed by such decree or to the Mortgagee or its assignee 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 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 with interest to date of receipt of payment by the Mortgagee; and third, the balance, if any to the said Mortgagor, his heirs, personal representatives, successors 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, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before the sale thereof.

And the said Mortgagor agrees that the remedies available to any holder or assignee of the note or instrument, or both, are cumulative, and the exercise of one remedy shall not bar the use or exercise of any other remedy.

And the said mortgagor, for himself, his heirs, personal representatives and assigns, covenants to keep all buildings subject hereto in good and substantial repair and will not permit or suffer any waste thereof, and further, will not tear down or materially change or attempt to do so, or permit the tearing down or material change of the improvements on the property, if any, without the consent of the Mortgagee.

And the said Mortgagor does covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its personal representatives, successors or assigns, the improvements on the hereby mortgaged property to the extent of said Mortgage lien or claim hereunder, and said policy or policies shall be delivered to the Mortgagee and properly endorsed so that the proceeds thereof may be payable to the Parties as their respective interests may appear.

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, without the Mortgagee's

1612 470

1962 DEC 10 AM 10:02

RECORDED

STATE RECORDATION TAX ACT OF 1947 $2.20

STATE RECORDATION TAX ACT OF 1947 $2.20

Nov 9 1962 $4.40

written consent, then the whole of said principal sum shall immediately become due and payable.

WITNESS the hand(s) ..... and seal (s) ..... of said Mortgagor ..... to the aforegoing Mortgage.

WITNESS, as to all

Margaret L. Ambrose
Margaret L. Ambrose

Thomas A. Selph (Seal)
THOMAS A. SELPH

Virginia L. Selph (Seal)
VIRGINIA L. SELPH

..... (Seal)

..... (Seal)

STATE OF MARYLAND
City of Baltimore } to wit:

I Hereby Certify that on this 16th day of November --- 19 62., before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared THOMAS A. SELPH and VIRGINIA L. SELPH, his wife ----------

the Mortgagors named in the aforegoing Mortgage and they --- acknowledged the aforegoing Mortgage to be their --- act. At the same time also appeared Lawrence A. Garfield, President of THE EQUITABLE MORTGAGE CORPORATION --- and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of said Mortgagee, to make this affidavit.

WITNESS my hand and Notarial Seal

Margaret L. Ambrose
Notary Public
Margaret L. Ambrose

MARGARET L. AMBROSE NOTARY PUBLIC Balto. Co., Md.

ASSIGNMENT

Rec'd for record Nov. 19, 1962 at 9:22 A.M. Baltimore, Md., ... 19 ....

Mailed to John M. Balder

FOR VALUE RECEIVED, I/we hereby assign all our right, title, interest and estate in and to the within Mortgage to .....

.....

AS WITNESS my/our hand..... and seal..... the day and year first above written.

(Corporate Seal Here.)

Test: ..... (Seal)

..... By: ..... (Seal)

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

EQUITABLE CREDIT CORPORATION
(formerly The Equitable Mortgage Corporation)
vs.
THOMAS A. SELPH and
VIRGINIA L. SELPH, his wife

PETITIONER'S EXHIBIT No. 1

Mr. Clerk: Please file, etc.

JOHN M. BALDER, ATTORNEY
120 Light Street
Baltimore, Maryland 21202

.....

.....

TEST:

RELEASE

FOR VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this .....

day of ....., 19.....

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

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

LIBER 160 PAGE 203

EQUITABLE CREDIT CORPORATION
(formerly known as The Equitable Mortgage Corporation)

vs.

THOMAS A. SELPH and

VIRGINIA L. SELPH, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... **Folio** .....

Case No. 16,827 Equity

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Lawrence A. Garfield, President of Equitable Credit Corporation

and made oath in due form of law that he ~~(XXX)~~ knows the defendant herein, and that to the best of his ~~XXXX~~ 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.

Lawrence A. Garfield
Affiant.
Lawrence A. Garfield

Subscribed and sworn to before me this 9th day of December 19 64.

Margaret L. Ambrose
Notary Public
Margaret L. Ambrose,

MARGARET L. AMBROSE NOTARY PUBLIC Balto. Co., Md.

FILED

1964 DEC 10 AM 10: 03

4

STATEMENT OF MORTGAGE CLAIM

LIBER 160 PAGE 204

EQUITABLE CREDIT CORPORATION
(formerly known as The Equitable Mortgage Corporation)

vs.

THOMAS A. SELPH and

VIRGINIA L. SELPH, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

No. 16,827 Equity

Principal Balance Due..... $ 1457.08

EQUITABLE CREDIT CORPORATION

By: Lawrence A. Garfield
Lawrence A. Garfield, President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 9th day of December in the year nineteen hundred and sixty four, before me, a Notary Public of the State of Maryland, in and for ~~the City of~~ County of Baltimore, personally appeared Lawrence A. Garfield, President of Equitable Credit Corporation, formerly known as The Equitable Mortgage Corporation ----------

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.

MARGARET L. AMBROSE NOTARY PUBLIC Balto. Co. MD

FILED
1964 DEC 10 AM 10:02

As witness my hand and Notarial Seal,

Margaret L. Ambrose
Notary Public.
Margaret L. Ambrose

G

LIBER 160 PAGE 205

DECREE FOR SALE OF MORTGAGE PREMISES

EQUITABLE CREDIT CORPORATION
(formerly known as The Equitable Mortgage Corporation)

vs.

THOMAS A. SELPH and

VIRGINIA L. SELPH, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

16827 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 10th **day of** December, **in the year nineteen hundred and** sixty four, **by the Circuit Court of** ~~Baltimore City~~ Anne Arundel Co. **ADJUDGED, ORDERED and DECREED, that** the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John M. Balder

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand ($10,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ newspaper or newspapers published in the ~~City of Baltimore~~ County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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.

Location: 336 Holy Cross Road
Loan Balance: $1457.08, subject to a first mortgage
Approximate Value: $10,000.00 in fee

O. Bruce Dunbaugh
Judge

FILED
1964 DEC 11 AM 11:24

6

Bond No. N-3663578

Trustee's Bond

No. 16,827 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 13 PAGE 19

LIBER 160 PAGE 206

THAT WE John M. Balder

120 Light Street, Baltimore, Maryland as principal,

and Hartford Accident and Indemnity Company a corporation of the State of Connecticut, 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, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of December in the year of our Lord one thousand nine hundred and Sixty-Four.

WHEREAS, the above bounden John M. Balder by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell property located at 336 Holy Cross Road, Arundel Gardens, Anne Arundel County, Maryland mentioned in the proceedings in the case of Equitable Credit Corporation formerly known as The Equitable Mortgage Corporation

vs.

Thomas A. Selph & Virginia L., his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN John M. Balder 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

John M. Balder (SEAL)
John M. Balder

(SEAL)
Hartford Accident and Indemnity Company (SEAL)

Frank A. Senatore (SEAL)
Frank A. Senatore, Attorney-in-Fact

Signed, sealed and delivered in the presence of

Janice Lee Warner
Janice Lee Warner

State of Connecticut, County of Hartford, sct:

KNOW ALL MEN BY THESE PRESENTS: That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of CONNECTICUT does hereby constitute and appoint R. M. MULDOON and/or JOSEPH J. MALSICK, JR. and/or JESSIE E. MEYER and/or THOMAS W. CLAGGETT and/or TERENCE R. BLACKWOOD, its attorneys-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorneys-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said HARTFORD ACCIDENT AND INDEMNITY COMPANY duly affixed by its Vice-President and attested by its Secretary, this 22nd day of December, 19~~6~~64

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By: E. A. Cowie
E. A. Cowie, *Vice-President*

ATTEST:

John F. Beardsley
John F. Beardsley, *Secretary*

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

December 22, 19~~6~~64

HARTFORD ACCIDENT AND INDEMNITY COMPANY

John F. Beardsley
John F. Beardsley, *Secretary*

Bond approved this 13th day of January 1965

Louis N. Phipps, Clerk

FILED

1965 JAN 13 AM 8:54

Form 647 Printed in U.S.A.

JOHN M. BALDER
Attorney
120 Light St.,
Balto., Md.

Trustee's Sale

ONE-STORY FRAME FEE-SIMPLE PORCHFRONT DWELLING

KNOWN AS
336 HOLY CROSS ROAD
(ARUNDEL GARDENS SECTION — BROOKLYN, A. A. CO. ,MD.)
SALE ON PREMISES

TUES., JAN. 19, 1965 AT 2:00 O'CLOCK P.M.

By Virtue of a decree of the Circuit Court of A. A. Co. in Equity, passed in the matter of Equitable Credit Corporation (formerly known as The Equitable Mortgage Corporation) VS Thomas A. Selph & Virginia L. Selph, his wife, the undersigned Trustee will sell at public auction, as follows:

ALL that lot of ground and improvements thereon situate in A. A. Co., Md., and described as follows:

BEING known and designated as Lots Nos. 29 & 30, Section P, as shown on the plat of Arundel Gardens, said plat being recorded among the Land Records of Anne Arundel County in Plat Book 15, Folio 5. The improvements thereon being known as 336 Holy Cross Road. Being in fee-simple.

8 No.

IMPROVEMENTS consisting of a one-story frame dwelling, containing 6 rooms, bath, oil heat, and side entrance. Lot size 40' x 120', more or less. The property will be sold subject to a prior mortgage, the balance of which will be announced at time of sale.

TERMS OF SALE: Cash deposit or certified check for $500.00 will be required at time of sale. Balance in cash upon ratification of sale by the Circuit Court of A. A. Co. Interest to be charged on unpaid purchase money from date of sale to date of settlement. All taxes and all other expenses and public charges and all other assessments if any, to be adjusted as of date of sale. Cost of all documentary stamps and County transfer tax, if any, to be borne by purchaser.

JOHN M. BALDER,
Trustee
A. J. BILLIG & CO., AUCTS.
16 E. Fayette St., Balto. 2, Md.
PL 2-8440 J-14

OFFICE 14827

Evening Capital

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

LIBER 160 PAGE 207

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 1965

We hereby certify, that the annexed

Trustee's Sale

Thomas A. Selph

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 19th day of January, 1965. The first insertion being made the 31st day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 JAN 19 PM
By

LIBER 160 PAGE 208

EQUITABLE CREDIT CORPORATION
(formerly known as :
THE EQUITABLE MORTGAGE :
CORPORATION) :
VS :
THOMAS A. SELPH & :
VIRGINIA L. SELPH, :
His Wife,
::::::::::::::::::::::::::::

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL CO.
IN EQUITY
Docket # Folio

Equity Case #

AUCTIONEER'S CERTIFICATE

I, hereby certify that I have on this 19th day of January, 1965, sold the fee-simple property described in the attached advertisement of sale, at and for the sum of $3050.00 Subj. to prior mtg. of $6259.58. DOLLARS to Joseph L. & LILLIAN B. KENNY 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

We, hereby certify that we have on this 19th day of January, 1965, purchased the property described in the attached advertisement of sale from John M. Balder, Trustee, at and for the sum of 3050.00 Subj to a Prior mtg. of $6259.58 DOLLARS and hereby agree to comply with the terms of the sale as set forth in the attached advertisement of sale.

x Joseph L. Kenny
Lillian B. Kenny
Purchasers

TEST: Jack Billig

FILED
1965 JAN 25 AM 9:46

FILED
1965 JAN 25 AM 9:46

9

LIBER 160 PAGE 209

JOHN M. BALDER,
Attorney
120 Light St.,
Balto., Md.

Trustee's Sale

ONE-STORY FRAME FEE-SIMPLE PORCHFRONT DWELLING

KNOWN AS
336 HOLY CROSS ROAD
(ARUNDEL GARDENS SECTION — BROOKLYN, A. A. CO. ,MD.)
SALE ON PREMISES

TUES., JAN. 19, 1965 AT 2:00 O'CLOCK P.M.

By Virtue of a decree of the Circuit Court of A. A. Co. in Equity, passed in the matter of Equitable Credit Corporation (formerly known as The Equitable Mortgage Corporation) VS Thomas A. Selph & Virginia L Selph, his wife, the undersigned Trustee will sell at public auction. as follows:

ALL that lot of ground and improvements thereon situate in A. A. Co.. Md., and described as follows:

BEING known and designated as Lots Nos. 29 & 30. Section P; as shown on the plat of Arundel Gardens, said plat being recorded among the Land Records of Anne Arundel County in Plat Book 15. Folio 5. The improvements thereon being known as 336 Holy Cross Road. Being in fee-simple.

IMPROVEMENTS consisting of a one-story frame dwelling,

LEGAL NOTICES

containing 6 rooms, bath, oil heat, and side entrance. Lot size 40' x 120', more or less. The property will be sold subject to a prior mortgage, the balance of which will be announced at time of sale.

TERMS OF SALE: Cash deposit or certified check for $500.00 will be required at time of sale. Balance in cash upon ratification of sale by the Circuit Court of A. A. Co. Interest to be charged on unpaid purchase money from date of sale to date of settlement. All taxes and all other expenses and public charges and all other assessments if any, to be adjusted as of date of sale. Cost of all documentary stamps and County transfer tax, if any, to be borne by purchaser.

JOHN M. BALDER,
Trustee
J. J. BILLIG & CO., AUCTS.
16 E. Fayette St., Balto. 2, Md.
VA 2-8440 J-14

NIMROD, ANDERSON,

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 19th DAY OF January

19 65, before me, the subscriber, a Notary Public of the State of Maryland,

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

Joseph L. KENNY for himself & Lillian B. Kenny his wf., Purchaser at

the foreclosure sale in this cause, and made oath in due form of law that he

is the purchaser and purchased same as principal and not as an agent for

anyone, and that he has not directly or indirectly discouraged anyone from

bidding for the said Property No. 336 Holy Cross Road A.A Co., Md. mentioned in the said Report

of Sale.

X Joseph L. Kenny
Purchaser

Jack Beeler
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

1965 JAN 25 AM 9:46

10

REPORT OF SALE

LIBER 160 PAGE 211

EQUITABLE CREDIT CORPORATION
(formerly known as The Equitable Mortgage Corporation)

vs.

THOMAS A. SELPH and

VIRGINIA L. SELPH, his wife

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 16,827 Equity

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

The Report of Sale of John M. Balder, ----------

Trustee appointed by the decree in the above entitled cause, to make sale of the property known as 336 Holy Cross 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 Annapolis Capitol, a weekly newspaper published in Anne Arundel County, and The Daily Record,

a daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee, John M. Balder did pursuant to said notice on Tuesday the 19th day of January 19 65 at 2:00 o'clock P. M. attend on the premises and then and there sold unto Joseph L. Kenny and Lillian B. Kenny, his wife, at and for the price of Three Thousand Fifty and 00/100 Dollars ($3,050.00), subject to a first mortgage held by Occident Federal Savings and Loan Association of Baltimore City with a current balance of $6,259.58, being then and there the highest bidder.

John M. Balder, Trustee

FILED
1965 JAN 25 AM 9:46

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this ---22nd----- day of --January----- 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN M. BALDER, ----------

---------- 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,

Margaret L. Ambrose,

Notary Public.

MARGARET L. AMBROSE NOTARY PUBLIC Balto. Co. Md.

ORDER NISI

LIBER 160 PAGE 212

EQUITABLE CREDIT CORPORATION (formerly known as The Equitable Mortgage Corporation)

versus

THOMAS A. SELPH and VIRGINIA L. SELPH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,827 Equity

Ordered, this 25th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by JOHN M. BALDER, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of March next.

The report states that the amount of sale was $ 3,050.00

Louis N. Phipps Clerk.

True Copy,

John M. Balder, Attorney
(Final Order)

TEST: Clerk.
(For: Evening Capital - Jan. 28th Edition)

EQUITABLE CREDIT CORPORATION (formerly known as The Equitable Mortgage Corporation)

versus

THOMAS A. SELPH and VIRGINIA L. SELPH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of March, 1965 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

V Bowen Duckett
JUDGE.

FILED
1965 MAR -4 AM 9:51

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,827 Equity

EQUITABLE CREDIT CORPORATION (formerly known as The Equitable Mortgage Corporation)

versus

THOMAS A. SELPH and VIRGINIA L. SELPH, his wife

Ordered, this 25th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by JOHN M. BALDER, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of March next.

The report states that the amount of sale was $3,050.00

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

F-18

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 213

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,827
Thomas A. Selph

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of March, 1965. The first insertion being made the 28th day of January, 1965

CAPITAL-GAZETTE PRESS, INC.

FILED 1965 FEB 23 PM 3:57

By H. Tilghman

No. E. C. 5227

13

LIBER 160 PAGE 214

In the Case of

EQUITABLE CREDIT CORPORATION (formerly known as THE EQUITABLE MORTGAGE CORP.)

VS.

THOMAS A. SELPH AND VIRGINIA L. SELPH, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,827 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
1965 MAR 17 AM 11: 48

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of April, 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: Constance B. Talbert, deputy

FILED
1965 APR -2 PM 3: 20

14

Dr. Mortgaged Real Estate of Thomas A. Selph and Virginia L. Selph, his wife

In Acct. with John M. Balder, Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report						
	of Sale filed			3,050	00		
By	Interest 6% on deferred payment,						
	$2,550.00 from 1/19/65 to 3/8/65			20	40		
						3,070	40
To	Trustee for fee, viz	150	00				
To	Trustee for commission	121	50				
				271	50		
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	78	00				
	Sunpapers, Advertising - sale	38	70				
	Daily Record, Advertising - sale	18	92				
	A. J. Billig & Co., auctioneer's fee	126	50				
	Notary fees	1	00				
	Insurance, Inc. - bond	40	00				
				303	12		
To	Equitable Credit Corporation, Mortgagee,						
	in full for Mortgage claim filed	1,457	08				
				1,457	08		
To	Thomas A. Selph and Virginia L. Selph,						
	his wife, Mortgagors, excess	965	70				
				965	70		
						3,070	40

LIBER 160 PAGE 216

V. CHARLES RINALDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
GILBERT S. NEHRING and ETHEL M. NEHRING, his wife 303 Oxford Drive Glen Burnie, Maryland	*	IN EQUITY
	*	No. 16,856 Equity
	*	

* * * * * * * * * *

Mr. Clerk:

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

/s/ Charles Rinaudo

V. Charles Rinaudo, Attorney

FILED

1964 DEC 14 AM 10: 11

LIBER 160 PAGE 217

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.

MARYLAND

LIBER 1065 PAGE 550

No. 16,836 Equity

MORTGAGE

THIS MORTGAGE, made this 14th day of September, A. D. 1956, by and between GILBERT S. NEHRING and ETHEL M. NEHRING, his wife,

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evideneed by a promissory note of even date herewith, in the principal sum of Eleven Thousand Five Hundred - Dollars ($11,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of Loyola Federal Savings and Loan Association, in Baltimore, Maryland, or at such other plaee as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-eight Dollars and Twenty-eight Cents - - - - - - - - - - Dollars ($ 58.28), eommeneing on the first day of October, 19 56, and eontinuing on the first day of each month thereafter until the prineipal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 86. 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 seeure future advanees so far as legally permissible at the date hereof.

AND WHEREAS, it was a eondition preeedent 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, eonvey, and assign unto the Mortgagee, its successors and assigns, all the following deseribed property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 2, Block D, as shown on the Plat of Fairway Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, folio 8.

BEING the same lot of ground in an Assignment from Richmer Realty Corporation to Gilbert S. Nehring bearing even date herewith and recorded among the Land Records of Anne Arundel County prior hereto.

THE said Ethel M. Nehring joining herein for the purpose of becoming primarily liable with Gilbert S. Nehring for the prompt repayment of the Mortgage indebtedness and interest in full and becoming bound on all the covenants herein contained, even though she has no interest in the property above described.

December 10, 1964

186144

FOR VALUE RECEIVED Loyola Federal Savings and Loan Association hereby assigns the within Mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS:
Carolyn M. Bindeman

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
By James H. Jones
James H. Jones, Vice President

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

16—49890-7

FILED
1964 DEC 14 AM 10: 12

2

"The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within sixty days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance. This modification was made prior to execution and acknowledgment of this instrument."

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:

Whirlpool Washing Machine, Model #CA-40

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 Eight Dollars ($108.00) in equal semi-annual installments on the 21st day of March and September in each and every year.

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

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

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

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

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

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

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

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. 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 Richard D. Biggs, 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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifteen 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:
Regina Graham

Gilbert S. Nehring [SEAL]
Gilbert S. Nehring

Ethel M. Nehring [SEAL]
Ethel M. Nehring

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1065 PAGE 554

I HEREBY CERTIFY, That on this 26th day of September, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared GILBERT S. NEHRING and ETHEL M. NEHRING, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared CHARLES J. FLEURY, the Vice-president of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham
Regina Graham, *Notary Public.*

Rec'd for record Sept 29 1956 at 10:24 A.M.
Mailed to State Title Co. Inc.

STATE OF MARYLAND
ALSO INDEX IN CHATTELS
FROM
GILBERT S. NEHRING and wife
TO
LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
Mortgage
Cost of Record, $ 1.50
Clerk.
REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 DEC 14 PM 2:13
& RECORDED IN LIBER LNP NO. 765 FOLIO 564
LOUIS H. PHIPPS, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1956 SEP 29 AM 10:24
RECORDED IN LIBER GT NO. 1065 FOLIO 553
GEO. R. HOWARD, Clerk.

Recorded for Record o'clock M. and recorded in Liber folio &c., the day of the Land Records of and examined per

U. S. GOVERNMENT PRINTING OFFICE 16—63980-4

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

File 44 33 Liber 16 89

LIBER 160 PAGE 221

V. CHARLES RINAUDO Assignee 2 W. Preston Street Plaintiff	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
GILBERT S. NEHRING and ETHEL M. NEHRING, his wife 303 Oxford Drive Glen Burnie, Maryland	*	IN EQUITY No. 16,836 Equity

* * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

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

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

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

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

James H. Jones

James H. Jones, Affiant

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

FILED

1964 DEC 14 AM 10: 11

6

LIBER 160 PAGE 222

V. CHARLES RINALDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
GILBERT S. NEHRING and ETHEL M. NEHRING, his wife 303 Oxford Drive Glen Burnie, Maryland	*	IN EQUITY No. 16,836 Equity

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the Mortgage from Gilbert S. Nehring and Ethel M. Nehring, his wife, to it dated the 26th day of September, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1065, Folio 550

Original Amount of Loan dated 9/26/56	$11,500.00	
Paid on Account of Principal	1,461.73	
Balance Due		$10,038.27
Property Expense Balance, Debit		41.75
		10,080.02
Interest from July 1, 1964 through January 15, 1965		244.66
		$10,324.68

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

FILED

1964 DEC 14 AM 10: 11

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IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 160 PAGE 223

BOOK 12 PAGE 597

V. Charles Rinaudo

versus

Gilbert S. Nehring and
Ethel M. Nehring, H/W

BOND OF TRUSTEE TO SELL

No. 16,836 Equity

KNOW ALL MEN BY THESE PRESENTS: That we,

V. Charles Rinaudo, 2 West Preston Street, Baltimore, Maryland

as Principal and,

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand, Five Hundred and 00/100---------- Dollars ($10,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 10th day of December, in the year of our Lord one thousand, nine hundred and Sixty-Four

WHEREAS THE ABOVE BOUNDEN

V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel Co. has been appointed trustee to sell 303 Oxford Drive, Glen Burnie, Maryland mentioned in the proceedings in the case of

V. Charles Rinaudo

versus

Gilbert S. Nehring and
Ethel M. Nehring, H/W

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

V. Charles Rinaudo

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

Pamela M. Lehman — V. Charles Rinaudo (SEAL)
V. Charles Rinaudo

(SEAL)

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Pamela Lehman
Pamela Lehman

By H. Edmund Koehler
H. Edmund Koehler, Attorney

Bond approved this 14 day of December, 1964

Louis M. Phipps, Clerk

FILED

1964 DEC 14 AM 10: 11

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

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS
303 Oxford Drive
Glen Burnie, Maryland

situate in the Third Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a Mortgage from Gilbert S. Nehring and Ethel M. Nehring, his wife, dated September 26, 1956, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1065, Folio 550, the undersigned Assignee of said Mortgage (default having occurred thereunder), will sell at public auction on the premises, on

MON., JAN. 25, 1965 AT 1:45 O'CLOCK P.M.

the following property:

BEING known and designated as Lot No. 2, Block D, as shown on the Plat of Fairway Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, Folio 8. The improvements thereon being known as No. 303 Oxford Drive.

Subject to an annual rent of One Hundred Eight Dollars ($108.00) payable on the 26th days of March and September in each and every year.

The property is improved by a tri-level frame house, containing six rooms, one and one-half baths, partial basement, built in garage, and has forced hot-air, gas fired heating system.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted today of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore 1, Maryland

E.T. NEWELL AND COMPANY
Auctioneer

J-21

No. M

9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 224

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1965

We hereby certify, that the annexed

Assignee's Sale

Gilbert S. Nehring

No. 16,836

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of January, 1965. The first insertion being made the 29th day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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1965 JAN 22 PM 2:47

BY [illegible]

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th day of January, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert J. Schultze for Loyola Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law ~~(that he is the purchaser and purchased the same for his own account and not as agent for anyone)~~ (that he is the agent for the purchaser, Loyola Federal Savings and Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Federal Savings and Loan Association (SEAL)
Purchaser

William M. White
Notary Public

FILED
1965 JAN 29 AM 10 16

V. CHARLES RINAUDO Assignee	:	IN THE
	:	
vs.	:	CIRCUIT COURT OF
	:	ANNE ARUNDEL
GILBERT S. NEHRING and ETHEL M. NEHRING, his wife 303 Oxford Drive Glen Burnie, Maryland	:	IN EQUITY
	:	
	:	

: : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Gilbert S. Nehring and Ethel M. Nehring, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber GTC 1065, Folio 550 , and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette , a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, January 25, 1965, at 1:45 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 2, Block D, as shown on the Plat of Fairway Gardens, recorded among the Plat Records of Anne Arundel County in Plat Book No. 27, Folio 8. The improvements thereon being known as No. 303 Oxford Drive.

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1965 JAN 29 AM 10: 16

//

Ground Rent $ 108.00 Per Annum

Payable on the 26th days of March and September in each and every year.

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $ 10,800.00, it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman, Notary Public

ORDER NISI

LIBER 160 PAGE 228

V. CHARLES RINAUDO, Assignee

versus

GILBERT S. NEHRING

and

ETHEL M. NEHRING, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,836 Equity

Ordered, this 29th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

The report states that the amount of sale was $10,800.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

V. Charles Rinaudo, Atty.
(Final Order)

For the Maryland Gazette (Feb. 4th Edition)

V. CHARLES RINAUDO, Assignee

versus

GILBERT S. NEHRING

and

ETHEL M. NEHRING, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of March, 1965 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

W. Brown Duckett
JUDGE.

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1965 MAR 10 AM 11:40

V. CHARLES RINAUDO Assignee 2 W. Preston Street	LIBER 160 *PAGE 229 *	IN THE CIRCUIT COURT OF
vs.	*	ANNE ARUNDEL COUNTY
GILBERT S. NEHRING and ETHEL M. NEHRING, his wife 303 Oxford Drive Glen Burnie, Maryland	* *	IN EQUITY No. 16,136 Equity

* * * * * * * * * * *

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The Petition of V. Charles Rinaudo, Assignee, respectfully represents unto Your Honor:

1. That your Petitioner, by his Report of Sale filed in these proceedings on the 29th day of January, 1965, sold certain leasehold property situate in Anne Arundel County, known as 303 Oxford Drive, and described in these proceedings, to the Loyola Federal Savings and Loan Association.

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

WHEREFORE, your Petitioner prays that this Honorable Court pass an order substituting W. J. Driver, Administrator of Veterans' Affairs, as purchaser in the place and stead of Loyola Federal Savings and Loan Association.

/s/ V. Charles Rinaudo
V. Charles Rinaudo, Assignee

ASSENT

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

/s/ V. Charles Rinaudo
V. Charles Rinaudo, Assignee

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By /s/ Chas. J. Fleury
Charles J. Fleury, Vice President

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1965 FEB -1 AM 10: 58

14

V. CHARLES RINAUDO Assignee 2 W. Preston Street	LIBER 160 PAGE 230	IN THE
	*	CIRCUIT COURT OF
vs.	*	ANNE ARUNDEL COUNTY
GILBERT S. NEHRING and ETHEL M. NEHRING, his wife 303 Oxford Drive Glen Burnie, Maryland	*	IN EQUITY
	*	

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

O R D E R

Upon the aforegoing Petition and Assent, it is hereby, this 2nd day of February, 1965:

ORDERED

By the Circuit Court of Anne Arundel County, that W. J. Driver, Administrator of Veterans' Affairs, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 303 Oxford Drive, Glen Burnie, Maryland, in the place and stead of Loyola Federal Savings and Loan Association.

JUDGE

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1965 FEB -2 PM 2:38

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Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,836 Equity

V. CHARLES RINAUDO, Assignee
versus
GILBERT S. NEHRING, and EHTEL M. NEHRING, his wife

Ordered, this 29th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

The report states that the amount of sale was $10,800.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
F-25

OFFICE OF

Maryland Gazette

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

LIBER 160 PAGE 231

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,836 Gilbert S. Nehring

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 March, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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No. 1965 M.C. MAR 2 PM 2:00

16

In the Case of

V. CHARLES RINAUDO, ASSIGNEE

VS.

GILBERT S. NEHRING AND

ETHEL M. NEHRING, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,836 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

1965 MAR 19 AM 10:22

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of April, 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 M. Phipps

Clerk

Per: Alice E. Jankowski, deputy

FILED

1965 APR -6 PM 3:02

17

Dr. Mortgaged Real Estate of Gilbert S. Nehring and Ethel M. Nehring, his wife

In Acct. with V. Charles Rinaudo, Assignee

				Cr.	
By	Amount of sale as per Assignee's Report of Sale filed			10,800 00	
By	Interest 6% on deferred payment, $10,300.00 from 1/25/65 to 3/10/65			77 25	
					10,877 25
To	Assignee, for fee and commission, viz	250 00			
				250 00	
To	Assignee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	29 25			
	Auditor, this account	35 00			
				74 25	
To	Assignee for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	95 52			
	Sunpapers - advertising - sale	34 70			
	Fidelity & Casualty Co. of New York-bond	42 00			
	E. T. Newell & Co., Inc. auctioneer's fee	35 00			
	Clerk, recording assignment of Mortgage	1 00			
	Postage, registered mail	1 40			
	Notary fees	2 00			
				211 62	
To	Loyola Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	10,341 38			
				10,341 38	
					10,877 25
	Balance due on mortgage as per mortgage claim filed	10,324 68			
	Interest, 4½% on principal balance $10,080.02 from 1/16/65 to 4/2/65	56 70			
		10,381 38			
	Credit amount allowed above	10,341 38			
	This amount subject to decree in personam	40 00			

E-116—1M—4-63.

PETITION FOR SALE OF PROPERTY

LIBER 160 PAGE 234

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

Vs.

ELMORE B. STANLEY, and
MARGARET L. STANLEY, his wife
1407 Scanlan Drive
Glen Burnie, Maryland 21061
Defendants

Docket 22 Folio 268
Case No. 16,777 Equity
Filed

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL [redacted] COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 6th day of July A.D. 1962 the defendants Executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain leasehold property in Baltimore County, therein described, to secure the payment of the mortgage debt of $12,250.00 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 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.

That said mortgagors are presently in default under the covenants of said mortgage.

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

And as in duty, &c.

J. Purdon Wright

J. Purdon Wright Attorney for Plaintiff
345 St. Paul Place
Baltimore, Maryland 21202
Le 9-1789

FILED

1964 NOV 20 AM 9:59

LIBER 160 PAGE 235

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 1581 PAGE 171

MARYLAND

No. 16,777 Equity

MORTGAGE

THIS MORTGAGE, made this 6th day of JULY, A. D. 19 62, by and between

Elmore B. Stanley and Margaret L. Stanley, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association of Baltimore City a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

75996

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 two hundred fifty and 00/100---------- Dollars ($12,250.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association of Baltimore City, in Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-two and 44/100------- Dollars ($ 72.44), commencing on the first day of August, 19 62, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 92. 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, Block D, as shown on the Plat of Section 3 of North Wellham, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 81. The improvements thereon being known as No. 1407 Scanlan Drive.

BEING the same lot of ground described in an assignment of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County which was assigned and conveyed by Ferndale Land and Development Company unto the herein mortgagors.

FILED

1964 NOV 20 AM 9:59

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

3

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, for 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 $120.00, payable half-yearly on the 3rd days of February and August in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or J. Purdon Wright, 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 $75.00 ----- 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:

Elmore B. Stanley [SEAL]

[SEAL]

Sue C. Quasny

Margaret L. Stanley [SEAL]

[SEAL]

STATE OF MARYLAND, Anne Arundel County to wit: BOOK 1581 PAGE 175

I HEREBY CERTIFY, That on this 6th day of July, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Anne Arundel County aforesaid, personally appeared Elmore B. Stanley and Margaret L. Stanely, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Howard I. Scaggs, 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.

Sue C. Quasny
Notary Public.

11.00

Rec'd for record July 24, 1962 at 2:11 P.M.
Mailed to American Nat'l Bldg. & Loan Ass'n. of Balto. City

STATE OF MARYLAND
43140

Mortgage

FROM

Elmore B. Stanley and Margaret L. Stanley, his wife

TO

The American National Building and Loan Association of Baltimore City

RECEIVED FOR RECORD 24 JUL 1962 PM 2:11 AND RECORDED IN LIBER G.L.B. NO. 1581 FOLIO 171 AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, AND EXAMINED BY

Clerk.

Cost of Recording $ 4.00

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN
ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

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

Q (3) rec'd 11.00

1407 Scanlan Drive

LIBER 160 PAGE 239

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Plaintiff

VS.

ELMORE B. STANLEY, AND
MARGARET L. STANLEY, his wife
1407 Scanlan Drive
Glen Burnie, Maryland 21061
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

No. 16,777 Equity

Docket No. 22, Folio 268

NON-MILITARY SERVICE AFFIDAVIT

ANNE ARUNDEL COUNTY
STATE OF MARYLAND, (CITY), To Wit:

I HEREBY CERTIFY, that on the 19th day of November, 1964, before me. the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County (City) personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City 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 has been ordered to report for Military Service.

Sue C. Quasny Notary Public

Howard I. Scaggs
President, The American National Building and Loan Association of Baltimore City
Affiant

FILED

1964 NOV 20 AM 9:59

6

E-118—1 M—7-64.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

VS.

ELMORE B. STANLEY, and
MARGARET L. STANLEY, his wife
1407 Scanlan Drive
Glen Gurnie, Maryland 21061
Defendants

LIBER 160 PAGE 240

IN THE

ANNE ARUNDEL
Circuit Court for [redacted] County

IN EQUITY

Docket: 22 Folio: 268

No. 16,777 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City

under the mortgage from Elmore B. Stanley and Margaret L. Stanley

to The American National Building and Loan Association of Baltimore City

dated the 6th day of July, 1962, and recorded among the Land Records of Anne Arundel County in Liber EGO No. 1581 Folio 171

Principal Balance as of April 30, 1964	$11,837.10
Interest 4/1/64 to 12/31/64 mos. @51.79	466.11
	$12,303.21
Debit Balance in Expense Account	58.37
TOTAL BALANCE DUE	$12,361.58

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

ANNE ARUNDEL
STATE OF MARYLAND, COUNTY OF [redacted] Sct.

11837.10
58.37
12361.58

I HEREBY CERTIFY, that on this 19th day of November 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 of Anne Arundel, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City

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.

Sue C. Quasny, Notary Public

FILED

1964 NOV 20 AM 9:59

1

E-117—1M—10-63.

Anne Arundel County

Decree in Circuit Court for [redacted]

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

Vs.

ELMORE B. STANLEY, and
MARGARET L. STANLEY, his wife
1407 Scanlan Drive
Glen Burnie, Maryland 21061
Defendants

DOCKET 22 FOLIO 268

CASE NO. 16,777 Equity

FILED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
[redacted]

TERM, 19

LIBER 160 PAGE 241

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 23rd day of November in the year nineteen hundred and sixty-four by the Circuit Court of Baltimore County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $11,900.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Baltimore County as he shall think proper, of the time, place, manner and terms of sale, which shall be $500.00 cash at time and place of sale, the balance in cash at time of ratification of sale by the Court, or all cash as purchaser may elect the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

[signature]
JUDGE

FILED
1964 NOV 24 AM 11:00

8

LIBER 160 PAGE 242

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201	:	IN THE
	:	CIRCUIT COURT
	:	FOR
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
ELMORE B. STANLEY, and MARGARET L. STANLEY, his wife 1407 Scanlan Drive Glen Burnie, Maryland	:	Case No. 16,777
	:	Docket 22, Folio 268
Defendants	:	

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

PETITION AND ORDER TO SUBSTITUTE TRUSTEE
IN MORTGAGE FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Purdon Wright, Trustee in the above entitled foreclosure proceeding, respectfully represents:

1. That heretofore to wit: On the 20th day of November, 1964, Your Petitioner was duly appointed Trustee by Decree of this Honorable Court to conduct the foreclosure proceedings on the leasehold premises known as 1407 Scanlan Drive, Glen Burnie, Maryland 21061, in these proceedings mentioned.

2. That pursuant to said Decree, the auction sale has been scheduled for Monday, January 4th, 1965 at 4:00 P.M. and is currently being advertised in The Maryland Gazette.

3. That the said J. Purdon Wright, Trustee as aforesaid now finds it impossible to attend said sale, thereby making it necessary for this Honorable Court to appoint a Substitute Trustee in the place and stead of the said J. Purdon Wright, pursuant to the provisions of Maryland Code Annotated, Article 66, Section 6 (C).

4. That J. Purdon Wright, Jr., is an associate in the law firm of J. Purdon Wright and is familiar with this foreclosure proceeding and the property to be sold herein.

FILED

1964 DEC 30 AM 9:57

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order in the premises appointing J. Purdon Wright, Jr., as Substitute Trustee to act in the place and stead of the said J. Purdon Wright in these proceedings.

AND, AS IN DUTY BOUND, etc.

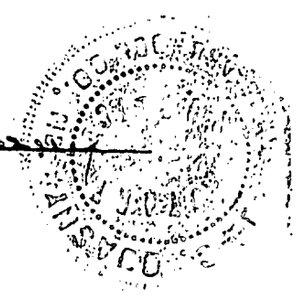
J. Purdon Wright
J. PURDON WRIGHT
TRUSTEE

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

I HEREBY CERTIFY, that on this 28th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland , in and for the County aforesaid, personally appeared J. Purdon Wright, Trustee in the aforesaid foreclosure case, and made oath in due form of law that the matters and facts in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my Hand and Notarial Seal.

Sue C. Quasny
Notary Public



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LIBER 160 PAGE 244

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201 Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY
vs.	:	
ELMORE B. STANLEY, and MARGARET L. STANLEY, his wife 1407 Scanlan Drive Glen Burnie, Maryland 21061 Defendants	:	Case No. 16,777 Docket 22 , Folio 268

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

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 30th day of December, 1964, by the Circuit Court for Anne Arundel County

O R D E R E D that J. Purdon Wright, Jr., be and he is hereby appointed Substitute Trustee in the place and stead of J. Purdon Wright, under the Decree of this Court dated November 20, 1964, the Substitute Trustee to file approved Bond in accordance with the aforesaid Decree.

J. Purdon Wright
JUDGE

FILED

1964 DEC 30 PM 2:13

10A

Judicial 10—MARYLAND—Substituted TRUSTEE TO S[illegible]

BOOK 13 PAGE 8

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY

STATE OF MARYLAND

LIBER 160 PAGE 245

American National Building and Loan Association of Baltimore City

versus

Elmore B. Stanley and Margaret L. Stanley

Substituted
BOND OF TRUSTEE TO SELL
Real Estate

No. 16,777 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, Jr.,

345 St. Paul Place, 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 Eleven Thousand Nine Hundred and 00/100 - - - - - - - - - - - - - - - - Dollars ($11,900.00) 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 28th day of December in the year of our Lord one thousand, nine hundred and sixty-four.

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County in Equity has been appointed Substituted trustee to sell Real Estate mentioned in the proceedings in the case of

American National Building and Loan Association of Baltimore City

versus

Elmore B. Stanley and Margaret L. Stanley

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

J. Purdon Wright, 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.

[signature] BY: J. Purdon Wright, Jr. (SEAL)

J. Purdon Wright, Jr.

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth

Robert J. Noeth, Attorney in fact.

Bond approved this 30th day of December 1964

Louis N. Phipps, Clerk

FILED

1964 DEC 30 PM 3:07

11

J. PURDON WRIGHT,
Solicitor
345 St. Paul Place
Baltimore 2, Md.

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

1407 SCANLAN DRIVE
Glen Burnie Section,
Anne Arundel County

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled The American National Building and Loan Assoc. of Balto. City Vs. Elmore B. Stanley and Margaret L. Stanley, his wife, decree for sale of mortgaged premises, the undersigned, Trustee will sell at public auction on the premises, on

MONDAY,
JANUARY 4, 1965
AT 4 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. 8, Block D, as shown on the Plat of Section 3 of North Welham which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 81. The improvements thereon being known as No. 1407 Scanlan Drive. Subject to an annual ground rent of $120 and improved by a dwelling property.

TERMS OF SALE: — Cash. A deposit of $500.00 required of the purchaser at time of sale balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County in Equity. Interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale.

J. PURDON WRIGHT,
Trustee

ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert St.
Baltimore 2, Md.
Plaza 2-4868 D-29

No. 12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 246

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30 1964

We hereby certify, that the annexed

Trustee's Sale
1407 Scanlan Drive
Elmore B. Stanley

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 January, 1965. The first insertion being made the 10th day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 DEC 30 PM 1:38

By H. Tilghman

LIBER 160 PAGE 247

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

vs.

STANLEY, ELMORE B. AND MARGARET L. HIS WIFE

IN THE

CIRCUIT COURT

OF

BALTIMORE

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: Alex Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Alex Cooper this 7th Day of Jan, 1965

Bessie Kahn
Notary Public

BESSIE KAHN NOTARY PUBLIC BALTIMORE

FILED
1965 JAN 11 AM 11:01

13

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 7th day of JANUARY, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared HOWARD I. SCAGGS, President of The American National Building and Loan Association of Baltimore City, purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is the purchaser and purchased same as principal and not as an agent for anyone, and that it has not directly or indirectly discouraged anyone from bidding for the said 1407 Scanlan Drive, mentioned in the said Report of Sale.

Sue C. Quasny, Notary Public

Howard I. Scaggs, President
The American National Building and Loan
Association of Baltimore City, AFFIANT

FILED
1965 JAN 11 AM 11:01

14

E-123—1 M—10-63.

LIBER 160 PAGE 249

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Comp.,
VS.
ELMORE B. STANLEY and
MARGARET L. STANLEY, his wife
1407 Scanlan Drive
Baltimore, Maryland, 21061 Def.

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL
/[redacted] COUNTY

No. 16,777 Eq.

Anne Arundel

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR [redacted] COUNTY:

The Report of Sale of J. Purdon Wright, Jr., Substitute Trustee appointed by the decree in the above entitled cause to make sale of leasehold property known as 1407 Scanlan Drive, Glen Burnie, Maryland, 21061,

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

Anne Arundel

a weekly newspaper, published in /[redacted] County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 4th day of January, 1965, at 4:00 o'clock, P. M., attend on the premises and then and there sold said leasehold property unto American National Building and Loan Association of Baltimore City, Lexington and Liberty Streets, Baltimore, Maryland, 21201, the mortgagee herein, at and for the price of $11,900.00.

J. Purdon Wright, Jr.
J. Purdon Wright, Jr., Substitute Trustee.

FILED
1965 JAN 11 AM 11:01

Anne Arundel

State of Maryland, County of /[redacted], Sct.

I Hereby Certify, that on this 7th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel / [redacted] aforesaid, personally appeared J. Purdon Wright, Jr., Substitute Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Sue C. Quasny
Sue C. Quasny, Notary Public

J. P.

15

ORDER NISI

LIBER 160 PAGE 250

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY A BODY CORPORATE

versus

ELMORE B. STANLEY AND MARGARET L. STANLEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,777 Equity

Ordered, this 11th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

The report states that the amount of sale was $ 11,900.00

Lowell M. Rhyps Clerk.

True Copy,

TEST: Clerk.

J. Purdon Wright, Atty.

FOR: MARYLAND GAZETTE Jan. 14th Edition

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY A BODY CORPORATE

versus

ELMORE B. STANLEY AND MARGARET L. STANLEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of February, 1965 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

1965 FEB 16 PM 12: 11

16

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland, 21201 Complainant -vs- ELMORE B. STANLEY and MARGARET L. STANLEY, his wife 1407 Scanlan Drive Glen Burnie, Maryland, 21061 Defendants	:	IN THE LIBER 160 PAGE 251 CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Docket 22 folio 268 Case No. 16,777 Equity

PETITION AND ORDER TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of The American National Building and Loan Association of Baltimore City, by J. Purdon Wright, its attorney, respectfully represents unto Your Honor:

1. That J. Purdon Wright, Jr., Substitute Trustee, heretofore appointed herein to make the sale of the leasehold property mentioned in these proceedings, by his Report of Sale heretofore filed herein, reported that he had sold said property to The American National Building and Loan Association of Baltimore City, mortgagee herein, at and for the price of $11,900.00.

2. That the said purchaser has since assigned all its right, title and interest in said property to J. S. Gleason, Jr., as Administrator of Veterans Affairs.

WHEREFORE, Your Petitioner prays that this Honorable Court pass an order substituting J. S. Gleason, Jr., as Administrator of Veterans Affairs, as purchaser herein, in the place and stead of The American National Building and Loan Association of Baltimore City.

FILED
1965 JAN 11 AM 11:01

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

J. Purdon Wright, Attorney

BY: Howard I. Scaggs, President

CONSENT OF TRUSTEE

J. Purdon Wright, Jr., Substitute Trustee, hereby consents to the substitution of J. S. Gleason, Jr., as Administrator of Veterans' Affairs, as purchaser, in the place and stead of The American National Building and Loan Association of Baltimore City.

J. Purdon Wright, Jr., Substitute Trustee

17

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland, 21201 Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
-vs-	:	IN EQUITY
ELMORE B. STANLEY and MARGARET L. STANLEY, his wife 1407 Scanlan Drive Glen Burnie, Maryland, 21061 Defendants	:	Docket 22 folio 268 Case No. 16,777 Equity

ORDER TO SUBSTITUTE PURCHASER

Upon the aforegoing Petition and Consent of Substitute Trustee, it is this 11th day of January, 1965, by the Circuit Court for Anne Arundel County,

ORDERED

That J. S. Gleason, Jr., as Administrator of Veterans Affairs, be and he is hereby substituted as Purchaser herein in the place and stead of The American National Building and Loan Association of Baltimore City.

JUDGE

FILED

1965 JAN 12 PM 12:26

18

LIBER 160 PAGE 253

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,777 Equity

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, A BODY CORPORATE

versus

EMORE B. STANLEY and MARGARET L. STANLEY, his wife

Ordered, this 11th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

The report states that the amount of sale was $11,900.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

F-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,777

Elmore B. Stanley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of February, 1965. The first insertion being made the 14th day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Pilghman

FILED

1965 FEB -8 PM 1:26

19 No. M. G. 8173

LIBER 160 PAGE 254

In the Case of

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

VS.

ELMORE B. STANLEY AND MARGARET L. STANLEY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,777 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

1965 MAR 19 AM 10: 36

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of April, 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 E. Jankowski, deputy

FILED

1965 APR -6 PM 3:02

20

Dr. Mortgaged Real Estate of Elmore B. Stanley and Margaret L. Stanley, his wife

In Acct. with J. Purdon Wright, Jr., Substitute Trustee

				Cr.	
By	Amount of sale as per Trustee's Report of Sale filed			11,900 00	
By	Interest 6% on deferred payment $11,400.00 from 1/4/65 to 2/17/65			67 42	
By	Adjustment, taxes from 1/4/65 to 6/30/65			96 03	
By	Adjustment, ground rent from 1/4/65 to 2/3/65			9 67	
By	Adjustment, sanitary charges from 1/4/65 to 12/31/65			45 12	
					12,118 24
To	Trustee for fee, viz	75 00			
To	Trustee for commission, viz	387 00			
				462 00	
To	Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk court costs	35 50			
	Auditor, this account	35 00			
				80 50	
To	Trustee for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	85 00			
	U.S. Fidelity & Guaranty Co. - bond	48 00			
	Alex Cooper Auctioneers Inc. - fee	35 00			
	Taxes from 1/1/65 to 6/30/65	98 21			
	Sanitary charges from 1/1/65 to 12/31/65	45 62			
	Ground rent from 8/3/64 to 2/3/65	60 00			
	½ Federal and State Revenue Stamps	6 60			
				378 43	
To	American National Building & Loan Assoc. of Baltimore City, Mortgagee on account of Mortgage claim	11,197 31			
				11,197 31	
					12,118 24

Balance due on mortgage as per mortgage		
claim filed	12,361	58
Interest 5¼% on principal balance		
$11,895.47 from 1/1/65 to 4/12/65	176	93
	12,538	51
Credit amount allowed above	11,197	31
This amount subject to decree in personam	1,341	20

Ex Parte

LIBER 160 PAGE 257

IN THE MATTER OF

MARK DOWNS, Non Compos Mentis

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

NO. 17,129 EQUITY

* * * * * * * *

Mr. Clerk:

Please docket the above case, file the attached certified copies, and record the same among the Equity Records for Anne Arundel County.

/Richard G. Anderson

Richard G. Anderson
Attorney for Petitioner
92 Franklin Street
Annapolis, Maryland
CO 8-5035

FILED

1965 APR -6 AM 11:03

EX PARTE IN THE MATTER OF MARK DOWNS NON COMPOS MENTIS	:	IN THE CIRCUIT COURT
	:	FOR BALTIMORE COUNTY
	:	EQUITY WJR 71/155 - 47072

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

DOCKET ENTRIES

Sept. 22, 1961 Petition for appointment of a Committee for an Incompetent, Affidavit, Certificate of two Physicians and Order of Court that said Incompetent be sommoned within ten days and that this case be set down for a hearing on the 10th day of October, 1961. App. of Paul R. Hassencamp, Atty. for Petitioner filed.

Sept. 22, 1961 Summons issued. 2 copies of Summons, Petition & Order sent.

Sept. 27, 1961 Summoned. Shff's ret. filed.

Oct. 10, 1961 Decree to be signed (Hon. John E. Raine, Jr.)

Oct. 13, 1961 Decree appointing Ira Downs, Committee with full power and authority to care for and manage the property of the said Mark Downs, upon filing an approved bond in the penalty of $1,000.00 filed.

Oct. 13, 1961 Approved Bond filed.

Oct. 13, 1961 Petition, Affidavit and Order of Court authorizing and directing Ira Downs, Committee for Mark Downs, Incompetent, to withdraw from the funds in the estate of said Incompetent, the sum of $10.00 to be paid to Dr. Aristides Simopoulos; the sum of $10.00 to be paid to Dr. Patrick K. Yip; the sum of $2.00 to be paid to Hilda M. Dietrich for notarial services; the sum of $10.00 to Riggs-Warfield-Roloson, Inc. for premium on Bond (the same to be paid each year) and to further withdraw the sum of $152.00 monthly accounting from July 1, 1961 for payment to Spring Grove State Hospital for the maintenance and support of the said Mark Downs, Incompetent and to withdraw the sum of $20.00 per month accounting from October 10, 1961 to be used for necessities for Mark Downs, Incompetent, filed.

2

Oct. 13, 1961	Petition, Affidavit, Certificate of Counsel and Order of Court that Ira Downs, Committee for Mark Downs, Incompetent, is hereby authorized and directed to pay unto Paul R. Hassencamp, Attorney, the sum of $200.00 for legal fees, Order filed.
Dec. 15, 1961	Preliminary Fiduciary Report No. 1 as of October 10, 1961, of the Committee, Ira Downs, filed.
Oct. 19, 1962	Annual Fiduciary Report No. 2 as of October 10, 1962, of the Committee, Ira Downs, filed.
Oct. 17, 1963	Annual Fiduciary Report No. 3 as of October 10, 1963, of the Committee, Ira Downs, filed.
May 6, 1964	Petition for Sale of Property, Affdt. & Exhibits filed.
May 21, 1964	Testimony, 3 Exhibits & Report of Master filed.
May 22, 1964	Decree filed.
June 26, 1964	Petition, Affdt., Certificate and Order of Court allowing Counsel fee filed.
June 26, 1964	Report of Sale filed.
June 26, 1964	Ratified Nisi Order filed.
June 29, 1964	Petition, Affidavit and Order that Committee is hereby authorized and directed to deposit the sum of $6,174.05 in the Savings Bank of Baltimore in the name of said Committee, filed.
July 27, 1964	Certificate of Publication of Order Nisi filed.
Oct. 20, 1964	Annual Fiduciary Report No. 4 as of October 10, 1964, by Ira Downs, Committee filed.
March 9, 1965	Report of Sale finally ratified and confirmed, Order fd.

EX PARTE :

IN THE MATTER OF :

MARK DOWNS, :

NON COMPOS MENTIS :

IN THE
CIRCUIT COURT OF
BALTIMORE COUNTY

47072
71/155

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Ira Downs, brother and only blood relative and next friend of Mark Downs, Incompetent, respectfully represents unto your Honor:

That your Petitioner is the brother of Mark Downs; the said Marks downs being unmarried, 51 years of age, and a resident of the State of Maryland for his entire life, and being now confined in Spring Grove State Hospital in Baltimore County, Maryland.

That the said Incompetent, Mark Downs, is mentally incapacitated andhas been in the said Institution since September, 1953; that he is utterly incapable of managing his income and affairs or properly looking after his person.

That the said Incompetent, Mark Downs, is the owner of an improved fee simple property in Anne Arundel County, which, while rented, at the present time produces no income since the tenants are far in arrears in the payment of rent and, to evict the said tenants and rehabilitate the property at this time would be both expensive and impractical. The value of this property is estimated to be about Four Thousand Dollars ($4,000.00). In addition thereto the Incompetent is the owner of Baltimore Transit Company stock and bonds and other stock, having a total value of approximately Fifteen Thousand Dollars ($15,000.00).

FILED SEP 22 1961

That your Petitioner, who has been looking after the affairs of the Incompetent for many years, is now advised by the Spring Grove State Hospital that the monthly payment for his nursing care, room and board, as of July 1, 1961, is to be One Hundred and Fifty-two Dollars ($152.00) per month. Your Petitioner avers that the income from the real estate and personal property of the Incompetent is far less than the monthly payments required and that, only by the appointment of a Committee for the said Mark Downs, can his properties be converted into cash to pay the outstanding indebtednesses of the Incompetent and the payments due the State of Maryland for the Incompetent's present and future benefit.

That, in accordance with the Acts of the General Assembly as codified in the 1957 Annotated Code of Maryland as Article 16, Section 135, your Petitioner files herewith two Certificates of Incompetency sworn and subscribed to by two Medical Doctors, who have attended to and examined the said Incompetent, Mark Downs, setting out the cause, nature, extent and probable duration of the incompetency of the said Mark Downs.

WHEREFORE, YOUR PETITIONER PRAYS:

1. That a Committee be appointed by this Honorable Court to administer the assets and property of the said Mark Downs, an Incompetent, and to take charge of his person.

2. That this Honorable Court allow a reasonable sum to be expended from the estate of the said Incompetent, Mark Downs, for his needs and for the payment of his outstanding debts.

3. That the costs of these proceedings be allowed from the funds in the estate of the said Incompetent, Mark Downs.

5

4. And for such other and further relief as this cause shall merit.

Respectfully submitted,

Paul Hasselcamp
Solicitor for Petitioner

Ira W Downs
Petitioner

STATE OF MARYLAND, BALTIMORE COUNTY, TOWIT:

I HEREBY CERTIFY, That on this 19th day of September, 1961, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared IRA DOWNS and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

CATHERINE W. HASSELCAMP NOTARY PUBLIC BALTIMORE CO.

Catherine W. Hasselcamp
Notary Public

LIBER 160 PAGE 263

ORDER

Upon the aforegoing Petition, Affidavit and Certificates, it is this 22nd day of September, 1961, by the Circuit Court of BaltimoreCounty Ordered that the alleged Incompetent, Mark Downs, be summoned within ten days; that within ten days a copy of the Summons, Petition and this Order shall be left with the Superintendent of Spring Grove State Hospital, Catonsville, Maryland, where the Incompetent, Mark Downs, is a patient and that the said Petition be set for hearing on the 10th day of ~~September~~ October, 1961; and that an appearance be allowed at any time before or after the Decree.

John E Raine, Jr.
Judge

LIBER 160 PAGE 264

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 19th day of September, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Aristides Simopoulos, M. D. who made oath in due form of law that he is and has been for the past 5 years an attending neuropsychiatrist in the Spring Grove State Hospital that Mark Downs was admitted as a patient in the Spring Grove State Hospital on the 23rd day of November, 19 53, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mark Downs from time to time, his last examination being on September 19, 1961, that from the opportunity afforded him of observing the said Mark Downs, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Mental Deficiency, moderate, with psychosis, in remission; that the nature of such mental disability is characterized by lack of abstract thinking, inability to grasp a situation as a whole, poor performance in calculation, and poor judgment; that the extent and probable duration of the incompetency of the said Mark Downs is total and for an indefinite period of time.

He is further of the opinion that due to the present condition of Mark Downs, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

A. Simopoulos M.D.
AFFIANT

Sworn to before me this 19 day of September, 1961

Hilda M. Dieter
NOTARY PUBLIC

S.G. 82-A

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 19th day of September, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Patrick K. Yip, M. D. who made oath in due form of law that he is and has been for the past 7 years an attending neuropsychiatrist in the United States that Mark Downs was admitted as a patient in the Spring Grove State Hospital on the 23rd day of November, 19 61, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mark Downs from time to time, his last examination being on September 19, 1961, that from the opportunity afforded him of observing the said Mark Downs, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Mental Deficiency, moderate, with psychosis, in remission; that the nature of such mental disability is characterized by complete lack of insight and judgment. His intellectual functioning is defective, and mentally he is in a state of deterioration; that the extent and probable duration of the incompetency of the said Mark Downs is total and for an indefinite period of time.

He is further of the opinion that due to the present condition of Mark Downs, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

P. K. Yip, M.D.
AFFIANT

Sworn to before me this 19 day of September, 19 61.

Hilda M. Dietrich
NOTARY PUBLIC

S.G. 82-A

9

E-127—500—10-21-60

71/155

#1/7 07

Decree Appointing Committee or Trustee Under Chapter 518, Act 1929.

LIBER 1601 PAGE 266

Ex parte:

In the Matter of

MARK DOWNS

Non Compos Mentis

IN THE

CIRCUIT COURT

—OF—

BALTIMORE COUNTY

(IN EQUITY)

Decree:

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

It Is Thereupon, this 10th day of October, 1961, Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore County, That IRA DOWNS be and he is hereby appointed Committee with full power and authority to care for and manage the property of the said MARK DOWNS and upon proper order of this Court to expend cash for the support and maintenance of the said MARK DOWNS under the direction of this Court; but before the said IRA DOWNS shall proceed to act as such Committee he shall give a corporate bond to the State of Maryland in the penalty of One Thousand Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of h is duties as such Committee

John E. Raine, Jr.

(4) FILED OCT 13 1961

10

EX PARTE IN THE MATTER OF MARK DOWNS, AN INCOMPETENT	:	IN THE CIRCUIT COURT OF BALTIMORE COUNTY IN EQUITY Docket 71, Folio 155 #47072

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Ira Downs, Committee for Mark Downs, An Incompetent, respectfully represents unto your Honor:

That your Petitioner was appointed Committee for Mark Downs on the 10th day of October, 1961, and has duly qualified and filed his approved bond.

That among the assets of the estate of Mark Downs, Incompetent, as disclosed by the Fiduciary Returns filed herein, is a fee simple property located on the south side of Cecil Avenue in Millersville, Anne Arundel County, Maryland.

That this property contains 1.06 acres of land, more or less, and is improved by a one story frame dwelling.

That said property is assessed by the County Commissioners of Anne Arundel County as follows: Building, $3,430.00; Land, $1,600.00.

That your Petitioner, as Committee for Mark Downs, has received an offer of $7,000.00 for this property and has in his possession a signed Contract of Sale for this amount (a copy of said Contract of sale being attached hereto and prayed to be taken as a part hereof); this Contract being subject to ratification by this Honorable Court. That this is the highest bid obtainable for the property.

(11)

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11

That said property is in a very badly run down condition and that the cost of putting the same in good rentable condition would be prohibitive. That while the same is at the present time rented, the income derived therefrom is not sufficient to pay the expenses thereon.

That your Petitioner has had the said property appraised by two reputable Appraisers of Anne Arundel County, one Appraisal being for $5,500.00 and the other for $6,800.00; the said Appraisals being attached hereto and prayed to be taken as a part hereof.

That your Petitioner feels it would be to the interest and advantage of the Estate of the Incompetent to have this property sold at this time.

WHEREFORE, your Petitioner prays that this Honorable Court pass the requisite order in the premises authorizing your Petitioner; as Committee for Mark Downs, to sell the prperty hereinabove mentioned, also ratifying and confirming the Contract of Sale for said property.

And as in duty bound, etc.

Respectfully submitted,

Catherine W. Haccoucamp
Solicitor for Petitioner.

Ira W. Downs
Ira Downs, Committee for Mark Downs.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared IRA DOWNS, Committee of the Estate of Mark Downs, An Incompetent, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Margaret E. Slade
Notary Public

12

LIBER 160 PAGE 269

MAIN OFFICE
1717 EDMONDSON AVE.
CATONSVILLE
BALTIMORE 28, MD.
RIDGEWAY 4-0765

R. P. HENDERSON & CO. INC.
REALTORS

BRANCH OFFICES
2 ALLEVIEW DR., ELLICOTT CITY
KEYSTONE 1-5111
Return to
402 CRAIN HWY., S. E., GLEN BURNIE
SOUTHFIELD 1-3738

This Agreement of Sale, made this 23rd day of April nineteen hundred and Sixty four, between Ira Downs, Committee for Mark Downs Seller, and Catherine Anderson, 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~~

on South side of Cecil Avenue (Third piece of property on south side from the Millersville Road and Cecil Ave. intersection) in Millersville, Anne Arundel County, Maryland and known as the "Mark Downs" Property and all improvements thereon, in fee simple.

at and for the price of SEVEN THOUSAND AND 00/100 Dollars ($7,000.00)

of which Five Hundred and 00/100 Dollars ($500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

Balance in CASH at time of settlement. Settlement to be on or before 60 days from date of contract with adjustment of taxes and all other public charges to date of settlement. Contract to be ratified by ~~Orphans Court~~ the Circuit Court for Baltimore County In Equity.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes, (including Metropolitan District 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; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from accidental fire or other insurable casualty until legal title has passed or possession given; 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, recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Baltimore, to

Witness the hands and seals of the parties hereto the day and year first above written.

Catherine W. Heeremans — WITNESS—AS TO SELLER'S SIGNATURE
Ira Downs — SELLER'S SIGNATURE (SEAL)

WITNESS—AS TO SELLER'S SIGNATURE — SELLER'S SIGNATURE (SEAL)

Dolores D. Shaw — WITNESS—AS TO BUYER'S SIGNATURE
Catherine Anderson — BUYER'S SIGNATURE (SEAL)

WITNESS—AS TO BUYER'S SIGNATURE — BUYER'S SIGNATURE (SEAL)

13

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR BALTIMORE COUNTY
MARK DOWNS,	:	IN EQUITY
Non Compos Mentis	:	DOCKET 71 FOLIO 155
	:	CASE NO. 47072

: : : : : : :

D E C R E E

This cause standing ready for hearing on the Petition filed herein on May 6, 1964, the Exhibits, Testimony and all other matters having been read and considered by the Court, it is thereupon this 27th day of May, 1964, by the Circuit Court for Baltimore County, in Equity, ADJUDGED, ORDERED and DECREED that the fee simple real estate mentioned and described in said Petition, and being that parcel of land and improvements situate on Cecil Avenue in Millersville, Anne Arundel County, Maryland, which by deed dated August 14, 1931, was granted and conveyed by Albert S. J. Owens, Executor, unto Mark Downs et al., be sold and that the agreement of sale thereof dated April 23, 1964, by and between Ira Downs, Committee for Mark Downs, Seller, and Catherine Anderson, Buyer, be and the same is ratified, approved and confirmed; and

It is further ORDERED that the said Ira Downs, Committee for Mark Downs, fully carry out the terms of said agreement of sale of said property at and for the price of Seven Thousand Dollars ($7,000.00); that upon payment of the whole purchase money (and not before), the said Committee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey unto Catherine Anderson the property and estate sold to her as aforesaid, free, clear and discharged from all claims of the said Mark Downs, and those claiming by, through or under him; and

It is further ORDERED that said Committee shall

FILED MAY 22 1964

return to this Court a full and particular account of his proceedings relative to the sale of said property with an affidavit annexed thereto of the truth thereof and of the fairness of said sale; and

It is further ORDERED that said Committee shall bring into this Court the net proceeds of sale of the real estate mentioned herein to be invested, expended and disbursed under the direction of this Court, after having first deducted the costs of these proceedings, including compensation to the Committee as this Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

John E. Raine, Jr.
JUDGE

Approved for Decree on
May [illegible], 1964.

[illegible]
MASTER

15

LIBER 160 PAGE 272

EX PARTE	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT OF
MARK DOWNS,	:	BALTIMORE COUNTY
AN INCOMPETENT	:	IN EQUITY
	:	Docket 71, Folio 155

TO THE HONORABLE, THE JUDGE OF SAID COURT:

REPORT OF SALE OF IRA DOWNS, COMMITTEE FOR MARK DOWNS, INCOMPETENT, COVERING SALE OF PROPERTY ON CECIL AVENUE IN MILLERSVILLE, ANNE ARUNDEL COUNTY, MARYLAND

Purchase Price		$7,000.00
Refund of 1964 Taxes paid by Committee (6 months, 8 days)		70.60
		7,070.60
Less expenses of settlement:		
Real Estate Commissions	420.00	
1/2 Revenue Stamps	11.55	431.55
		6,639.05
Less expenses incidental to sale:		
Appraisal fee to T. Carroll Worthington	50.00	
Appraisal to J. Walter Scholz	25.00	
Fee for testimony to T. Carroll Worthington	50.00	
Examiner's fee (Clinton Pitts)	35.00	
Court costs	5.00	
Counsel fee	300.00	465.00
Balance in hands of Ira Downs, Committee		6,174.05

Respectfully submitted,

Ira Downs

Ira Downs, Committee for Mark Downs

FILED JUN 26 1964

16

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared IRA DOWNS, Committee for Mark Downs, Incompetent, and he made oath in due form of law that the aforegoing Report of Sale is a true and accurate account of said sale and that the said sale above reported was fairly made and for the best price obtainable for the property.

AS WITNESS my hand and Notarial Seal.

Catherine W. Hassencamp
Notary Public

E-125—1M—4-63.

EX PARTE, IN THE MATTER OF

MARK DOWNS, An Incompetent,

~~XVSXX~~

IN THE

Circuit Court for Baltimore County

SITTING IN EQUITY

ORDERED, By the Circuit Court for Baltimore County, this 9th day of March, 1965 that the sale made by Ira Downs, Committee,

~~XXXXXXX~~ for the sale of the Real Estate described in the proceedings in the above entitled cause, and reported by said Committee to this Court on the 26th day of June, 1964, 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 that the said Committee be allowed the usual commissions and all proper expenses for which he shall produce vouchers to the Auditor.

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John E. Raine, Jr.

18

LIBER 160 PAGE 275

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR BALTIMORE COUNTY
MARK DOWNS	:	IN EQUITY
NON COMPOS MENTIS	:	RRG 71/155 47072

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

CERTIFICATION

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, That the aforegoing is a true copy of the original Docket Entries together with true photostatic copies from the original Petition, Order of Court and Physicians' Certificates of Mental Incompetence filed September 22, 1961; Decree filed October 13, 1961 and that an approved Bond was filed on October 13, 1961, which is still in full force and effect; Petition for Sale of Property, Affidavit and Exhibit (Agreement of Sale) filed May 6, 1964; Decree filed May 22, 1964; Report of Sale filed June 26, 1964 and Final Ratification filed March 9, 1965, in the above captioned matter.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Baltimore County this 19th day of March, 1965.

Robert R. Gill

CLERK of the Circuit Court
for Baltimore County

19

LIBER 160 PAGE 276

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 16,875

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "plaintiff's Exhibit 'A'" -

1. Original Mortgage from Robert Anthony Byrnes and Matilda T. Byrnes, his wife to Baltimore Federal Savings and Loan Association, dated November 7, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1251 folio 206.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

FILED

1964 DEC 29 AM 10: 56

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.

LIBER 160 PAGE 277

LIBER 1251 PAGE 206

MARYLAND

No. 16,875 Equity

MORTGAGE

THIS MORTGAGE, made this 7th day of November, A. D. 19 58, by and between ROBERT ANTHONY BYRNES and MATILDA T. BYRNES, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND FOUR HUNDRED and 00/100ths Dollars ($ 14,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-fourths per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Seventy-five and 12/100ths Dollars ($ 75.12), commencing on the first day of January 1, 19 59, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the November 6, 1988, . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 1, Block J, as shown on the Plat entitled "Section 2, Hammarlee Estates," which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 107 Hollywood Drive.

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

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

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1964 DEC 29 AM 10: 56

2

3

LIBER 160 PAGE 278

LIBER 1251 PAGE 207

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 7th days of May and November in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: Robert F. Nayden

ROBERT F. NAYDEN

Robert Anthony Byrnes [SEAL]
Robert Anthony Byrnes

[SEAL]

Matilda T. Byrnes [SEAL]
Matilda T. Byrnes

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1251 PAGE 210

I HEREBY CERTIFY, That on this 7th day of November, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Robert Anthony Byrnes and Matilda T. Byrnes, 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.

1350

Robert F. Nayden
ROBERT F. NAYDEN Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Nov. 13, 1958 at 12:45 P.M.
Mailed to The Colonial Title Guarantee Co.

Application No. 49295
Written by med
Approved by
Examined
Ready for Record

(3) J

Anne Arundel County
STATE OF MARYLAND

Mortgage

FROM

ROBERT ANTHONY BYRNES and
MATILDA T. BYRNES, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1958 NOV 13 PM 12:45
& RECORDED IN LIBER G.E.
NO. 1251 FOLIO 209
GEO. E. PRAMER CLE

Recorded for Record 19 day of M.
Same day recorded in Liber &c.,
No. of the Land Records of
examined per Clerk.

Cost of Record, $ 1350

19732

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

THE COLONIAL TITLE GUARANTEE COMPANY
BALTIMORE AND CHARLES STREETS
FAYETTE AND CHARLES STREETS
BALTIMORE 2, MARYLAND

LIBER 160 PAGE 281

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE	:	(In Equity) No. 16, 875

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of December 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 ~~ex~~ member(s) of the Enlisted Reserve Corps who ha been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1964 DEC 29 AM 10:56

6

WALTER S. CALWELL

Attorney Named in Mortgage

VS.

ROBERT ANTHONY BYRNES AND

MATILDA T. BYRNES, HIS WIFE

IN THE

LIBER 160 PAGE 282

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY IN EQUITY

No. 16,875

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Robert Anthony Byrnes and Matilda T. Byrnes, his wife to Baltimore Federal Savings and Loan Association

dated the 7th day of November 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1251 Folio 206.

Amount of Mortgage	$14,400.00
Less - amount paid on principal	1,385.86
	13,014.14
Plus - interest to 12/14/64	281.63
	13,295.77
Less - balance in expense account	63.94
	$13,231.83

13,014.14
63.94
12,950.20

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 18th day of December in the year nineteen hundred and sixty four before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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Clara M. Link

Clara M. Link Notary Public

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

Attorney's Sale
OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Robert Anthony Byrnes and Matilda T. Byrnes, his wife to Baltimore Federal Savings and Loan Association, dated November 7th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1251 folio 206 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, JANUARY 27th, 1965 AT 3:15 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 "Hammarlee Estates" off Furnace Branch Road - Glen Burnie Section, and described as follows:—

BEING known and designated as Lot No. 1, Block J, as shown on the Plat entitled "Section 2, Hammarlee Estates," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 107 Hollywood Drive.

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

No. 8

Subject to an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame and brick veneer bungalow, containing 6 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. Inc.
Auctioneer

J-21

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLOER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

LIBER 160 PAGE 283

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1965

We hereby certify, that the annexed

Attorney's Sale

Robert Anthony Byrnes

No. 16,875 Equity

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 January, 1965. The first insertion being made the 7th day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By

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1965 JAN 22 PM 2:47

No 16875 Equity

1-369

Mortgagee and Attorney's Bond.

LIBER 160 PAGE 284

BOOK 13 PAGE 31

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-0102-65

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 THIRTEEN THOUSAND THREE HUNDRED AND NO/100 - - - - - - - ($13,300.00) - - - - - - - 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 22nd day of January in the year nineteen hundred and sixty-five

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Robert Anthony Byrnes and Matilda T. Byrnes, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 7th day of November nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1251, Folio 206, ~~and~~

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1965 JAN 26 AM 9:48

107 Hollywood Drive - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Lynch

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 26 day of January, 1965

Clerk

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE	:	ANNE ARUNDEL COUNTY Equity No. 16,875

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 27th day of January , 1965 , before me, the subscriber, a Notary Public of the State of Maryland, in and for said City , personally appeared [illegible] Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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1965 FEB 10 PM

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR Anne Arundel County
ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE	:	(In Equity)- No. 16,875

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 7th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1251 folio 206 from said Robert Anthony Byrnes and Matilda T. Byrnes, 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 prior to the day of~~ sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 27th day of January, 1965 at 3.15 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. 1, Block J, as shown on the Plat entitled "Section 2, Hammarlee Estates", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 30 folio 36, the improvements whereon are known as No. 107 Hollywood Drive; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

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1965 FEB -1 AM 10:58

//

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Robert Anthony Byrnes and Matilda T. Byrnes, his wife to Baltimore Federal Savings and Loan Association, dated November 7th, 1953 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1251 folio 206 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, JANUARY 27th, 1965 AT 3:15 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 "Hammarlee Estates" off Furnace Branch Road - Glen Burnie Section, and described as follows:—

BEING known and designated as Lot No. 1, Block J, as shown on the Plat entitled "Section 2, Hammarlee Estates," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 30, folio 36. The improvements thereon being known as No. 107 Hollywood Drive.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto helonging, or in anywise appertaining.

Subject to an annual ground rent of $120.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a frame and brick veneer bungalow, containing 6 rooms (3 bedrooms) 1 bath, forced warm air gas fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO. Inc.
Auctioneer

J-21

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

said property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Thirteen Thousand eight Hundred twenty-one ($13,821.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of January, 1965 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

LIBER 160 PAGE 288

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,875 Equity

Ordered, this 1st day of February, 19 65, 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 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

The report states that the amount of sale was $ 13,821.00

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty.

(Final Order)

TEST: Clerk.

FOR: MARYLAND GAZETTER Feb. 4th Edition

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

versus

ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of March, 1965 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.

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13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE	:	In Equity - No. 16,875

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 ~~xxxthexxxxxxxxxxxdayxofxxxxxxxxxxxxxxxxxx196x~~ sold certain leasehold property situated in Anne Arundel County, known as No. 107 Hollywood Drive 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, ~~xxxx~~ W. J. Driver ~~xxxxxxxxxxxxxx~~, as Administrator of Veterans' Affairs, who has requested to be so substituted.

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

Walter S. Calwell (signature)
Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

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

Walter S. Calwell (signature)
Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K Reilly (signature)
EUGENE K. REILLY Vice President

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14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 2nd day of ~~January~~ February 1965

ORDERED by the Circuit Court for Anne Arundel County (In Equity) that ~~xxxxxxxxxxxxxxxxxxxx~~ W. J. Driver, Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 107 Hollywood Drive, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

[signature]

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1965 FEB -2 PM 2:37

15

Mortgagee and Attorney's Bond. 1-369

LIBER 160 PAGE 291

BOOK 13 PAGE 52

No. 16, 875 Gift

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL BOND NO: 19-0370-0102-65

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore 2, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX HUNDRED AND NO/100 - - - - - - - - - ($600.00) - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 2nd day of February in the year nineteen hundred and sixty-five

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Robert Anthony Byrnes and Matilda T. Byrnes, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 7th day of November nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1251, Folio 206, ~~xxx~~

107 Hollywood 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. Link

~~xxxxxx~~
Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 3rd day of February, 1965

Louis N. Phipps, Clerk

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1965 FEB -3 PM 3:33

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,875 Equity

WALTER S. CALWELL, Attorney named in Mortgage

versus

ROBERT ANTHONY BYRNES and
MATILDA T. BYRNES, his wife

Ordered, this 1st day of February, 1965, 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 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

The report states that the amount of sale was $13,821.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

F-25

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1965 MAR 2 PM 2:00
No. M. C.

17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 292

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,875 Walter S. Calwell, Attorney Named in Mortgage vs. Robert Anthony Byrnes et ux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of March, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildy Thomas

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

ROBERT ANTHONY BYRNES AND MATILDA T. BYRNES, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,875 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.

1965 MAR 22 AM 10:59 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th day of April, 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

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1965 APR -7 AM 11:02

18

Dr. Mortgaged Real Estate of Robert Anthony Byrnes and Matilda T. Byrnes , 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			13,821	00		
By	Interest 6% on deferred payment						
	$13,321.00 from 1/27/65 to 3/10/65			99	05		
						13,920	05
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	444	63				
				494	63		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	75				
	Auditor, this account	35	00				
				77	75		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	79	32				
	New Amsterdam Casualty Co. - bond	55	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, ground rent from 11/7/64 to						
	1/27/65	26	66				
	Adjustment, taxes from 1/1/65 to 1/27/65	17	01				
				214	24		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	13,133	43				
				13,133	43		
						13,920	05
	Balance due on mortgage as per mortgage						
	claim filed	13,231	83				
	Interest, 4 3/4% on principal balance						
	$12,950.20 from 12/15/64 to 4/5/65	189	65				
		13,421	48				
	Credit amount allowed above	13,133	43				
	This amount subject to decree in personam	288	05				

130

LIBER 160 PAGE 295

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,445 EQUITY

* * *

Mr. Clerk:

Please docket the within suit, file the Deed of Trust, Affidavit of Note Holder, certified copy of Order of Court appointing Receiver, certified copy of Petition for Leave to Foreclose Mortgage and Deeds of Trust and Order of Court thereon, Petition to name Substitute Trustee to Act under Deed of Trust and Order of Court thereon, Consent of original Trustees thereto, and approve bond.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Charles W. Woodward, Jr.,
Substitute Trustee

FILED

1964 JUL -2 AM 10: 45

CORPORATION DEED OF TRUST

LIBER 160 PAGE 296

BOOK 1516 PAGE 351

Law Reporter Blank No. 402

No. 16,445 Equity

This Deed

Made this 25th *day of* July *, A. D. 19*61 *, by and between*

THE GREY DAWN DEVELOPMENT COMPANY, INC., a corporation

party of the first part

and ERIC SMITH and NICHOLAS GRANDE, Trustees,

parties of the second part:

Whereas, THE GREY DAWN DEVELOPMENT COMPANY, INC., is *justly indebted unto* MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC., *in the full sum of* FIFTEEN THOUSAND SEVEN HUNDRED FIFTY and NO/100 ($15,750.00)---------- *Dollars*

as evidenced by its promissory note bearing even date herewith, bearing interest at the rate of six (6%) per cent per annum. Said principal and interest shall be due and payable six (6) months from the date hereof, the party of the first part retaining the privilege to make pre-payment at any time.

34:10

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, part*ies *of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.*

Now, Therefore, This Indenture Witnesseth, *that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to it in hand paid by the part*ies *of the second part, the receipt of which, before the sealing and delivery by these presents, is hereby acknowledged, has granted, and do*es *hereby grant unto the part*ies *of the second part the*

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1964 JUL -2 AM 10:45

3

LIBER 160 PAGE 297

BOOK 1516 PAGE 352

following described land and premises, situate in the State of Maryland, County of Ann Arundel, ~~known and distinguished as~~ Third Election District, known and distinguished as:

Lot numbered 130, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Plat Records of Ann Arundel County in Plat Book No. 25, folio 45; being one of those lots of the property conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a deed dated June 30, 1961, as recorded among the land records of Ann Arundel County in Deed Book 1490 at Page , the said lot containing one acre, more or less.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the part ies of the first part, of, in, to, or out of the said land and premises.

In and Upon the Trusts, Nevertheless, hereinafter declared; that is to say: IN TRUST to permit said THE GREY DAWN DEVELOPMENT COMPANY, INC.

its successors or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of its promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

And, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said THE GREY DAWN DEVELOPMENT COMPNAY, INC.,
its successors or assigns, at their cost.

And Upon This Further Trust, upon any default or failure being made in the payment of its note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part ies of the second part or of the trustee

acting in the execution of this trust shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the part ies of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum 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 said THE GREY DAWN DEVELOPMENT COMPANY, INC., its successors or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And, the said do hereby agree at its own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of EIGHTEEN THOUSAND AND NO/100 ($18,000.00)---------- dollars, in the name and to the satisfaction of the part ies of the second part, or substituted trustee, in such fire insurance company or companies as the said part ies of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both in general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

And, it is further agreed that if the said property shall be advertised for sale, as herein provided and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.

And, the said party of the first part covenants that it will warrant specially the land and premises hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

In Testimony Whereof the said THE GREY DAWN DEVELOPMENT COMPANY, INC. hath on the 25th day of July, A. D. 19 61, caused these presents to be signed by Albert H. Smith its Vice-President attested by Bertha P. Smith its Secretary and its corporate seal to be hereunto affixed; and doth hereby appoint Albert H. Smith its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

By Albert H. Smith
President.

Attest:

Bertha P. Smith
Secretary.

Signed, sealed and delivered in the presence of—

5

STATE OF MARYLAND
COUNTY OF MONTGOMERY

BOOK 1516 PAGE 354

LIBER 160 PAGE 299

To wit:

I, Nicholas Grande, a Notary Public in and for the State and County above named do hereby certify that Albert H. Smith who is personally well known to me as the person named as attorney in fact in the aforegoing Deed, bearing date on the 25th day of July, A. D. 1961, and hereto annexed, personally appeared before me in said State and County and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Deed, acknowledged the same to be the act and deed of the THE GREY DAWN DEVELOPMENT COMPANY, INC.

the grantor therein or one of the parties thereto.

Given under my hand and seal this 25th day of July A. D. 1961

Nicholas J. Grande
Notary Public.

I, Bertha P. Smith, Secretary of The Grey Dawn Development Company, Inc. do hereby certify that the aforegoing deed of trust was executed in strict conformity with a resolution of the Board of Directors of the said THE GREY DAWN DEVELOPMENT COMPANY, INC. a corporation organized under the laws of Maryland passed at a duly called meeting of said corporation, held on July 1 1961

Albert H. Smith
Secretary.

Recorded for record Oct. 18, 1961 at 9:22 A.M. 1961
Mailed to Military Service Savings + Loan Ass'n.

Corporation Deed of Trust

THE GREY DAWN DEVELOPMENT COMPANY, INC.

TO

ERIC SMITH AND NICHOLAS GRANDE,

Trustees.

Received for Record on the ____ day of ____, A.D. 19__, at ____ o'clock ____ M., and recorded in Liber No. ____ at Folio ____ one of the Land Records for the ____ and examined by

Recorder.

Please mail to:
Military Service Savings & Loan Association
909 Pershing Drive
Silver Spring, Maryland

The Washington Law Reporter Company
Cafritz Building, Washington 6, D. C.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY, MARYLAND
	*	No. 16,445 Equity

AFFIDAVIT OF NOTE HOLDER

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., does hereby certify that he is the present holder of an undated deed of trust note, secured by a deed of trust dated July 25, 1961, from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961, among the Land Records for Anne Arundel County, Maryland, in Liber G.T.C. 1516 at folio 351; that said deed of trust note is in default for non-payment of principal and interest due thereon; that the indebtedness remaining due and payable on said note is as follows:

Balance due on principal	15,750.00
Interest at 6% through 5/31/64	2,442.36
Total principal and interest due through 5/31/64	18,192.36

Plus interest on the principal amount at the rate of $2.62 per day from 6/1/64 to date of payment

Earl A. Nash

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

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State and County aforesaid, this 15th day of June, 1964.

Martha L. Obenstine

Notary Public- Martha L. Obenstine

FILED

1964 JUL -2 AM 10:45

LIBER 160 PAGE 301

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
		No. 16445 Equity

PETITION TO NAME SUBSTITUTE TRUSTEE
TO ACT UNDER DEED OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., respectfully represents:

1. That by an Order of the Circuit Court for Montgomery County, Maryland, dated November 2, 1961, in the case entitled "Ex Parte in the matter of Military Service Savings and Loan Association, Inc.", being known as Equity No. 24,848, Earl A. Nash was appointed Receiver for Military Service Savings and Loan Association, Inc., said Order being in full force and effect;

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

3. That said deed of trust being in default, your Petitioner was granted authority to foreclose said deed of trust by Order of the Circuit Court for Montgomery County, Maryland, dated March 19, 1964;

FILED
1964 JUL -2 AM 10:45

4. That the Trustees named in said deed of trust were employees, agents or officers of said Association prior to the receivership; that your Petitioner desires that a trustee or trustees of his choosing be appointed to carry out the powers, duties and obligations created by said trust.

WHEREFORE, YOUR PETITIONER PRAYS:

1. That this Court remove Eric Smith and Nicholas Grande as trustees, and name a substitute trustee, to be vested with all the title, power and authority that was conveyed to and vested in said original trustees in said deed of trust.

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

And as in duty bound, etc.

Earl A. Nash

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

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 15th day of June, 1964, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and made oath in due form of law that the matters and things as set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

Martha L. Obenstine

Notary Public

4

AFFIDAVIT

MARYLAND:
~~DISTRICT OF COLUMBIA~~, to wit:

I, ERIC SMITH, hereby certify that I am Trustee on a number of deeds of trust securing Military Service Savings and Loan Association, Inc. for money it loaned on various properties; that inasmuch as the said Association was placed into receivership by the Circuit Court for Montgomery County, Maryland, on November 2, 1961, I hereby consent and agree to have any Court of competent jurisdiction, upon proper application being made thereto, remove me as Trustee and to appoint a new or substitute trustee in my place and stead, with all the title, rights and powers which I had as Trustee under any or all of the abovementioned deeds of trust.

Eric Smith (SEAL)

SUBSCRIBED AND SWORN TO before me this 30 day of June, 1964.

Notary Public

My commission expires: 5/3/65

FILED
1964 JUL -2 AM 10:45

9

AFFIDAVIT

STATE OF MARYLAND

(COUNTY) (CITY) OF [illegible], to wit:

I, NICHOLAS GRANDE, hereby certify that I am Trustee on a number of deeds of trust securing Military Service Savings and Loan Association, Inc. for money it loaned on various properties; that inasmuch as the said Association was placed into receivership by the Circuit Court for Montgomery County, Maryland, on November 2, 1961, I hereby consent and agree to have any Court of competent jurisdiction, upon proper application being made thereto, remove me as a Trustee and to appoint a new or substitute trustee in my place and stead, with all the title, rights and powers which I had as Trustee under any or all of the abovementioned deeds of trust.

Nicholas Grande (SEAL)
Nicholas Grande

SUBSCRIBED AND SWORN TO before me this 6TH day of [illegible], 1962.

[illegible]
Notary Public

My commission expires:

July 6, 1962

FILED

1962 JUL -2 AM 10:46

10

LIBER 160 PAGE 305

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,445 Equity

ORDER OF COURT

The aforegoing Petition having been read and considered, and it appearing to the Court that it is in the best interest of the shareholders of Military Service Savings and Loan Association, Inc. that a trustee be substituted for those named in the deed of trust described in the aforegoing Petition, to carry out the powers, duties and obligations created by said deed of trust,

It is, thereupon, this 30th day of June, 1964, by the Circuit Court for Anne Arundel County, Maryland, ORDERED that Eric Smith and Nicholas Grande, original Trustees under the deed of trust described in the aforegoing Petition be, and they are hereby removed as trustees under said deed of trust; and

It is further ORDERED that Charles W. Woodward, Jr., be, and he is hereby, appointed Substitute Trustee in the place and stead of Eric Smith and Nicholas Grande, original trustees in the deed of trust described in the aforegoing Petition, and the said Substitute Trustee is vested with all the title, at law and in equity, and all the power and authority that was conveyed and vested in the said original trustees by said deed of trust.

George Sachse

Judge of the Circuit Court for
Anne Arundel County, Maryland

FILED
1964 JUL -2 AM 10: 45

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

IN RE: In the matter of :
:
MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC. : Equity No. 24,848

PETITION FOR LEAVE TO FORECLOSE MORTGAGE AND DEEDS OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

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

2. That the said mortgage conveys all those lots situate, lying and being in the Third Election District, Anne Arundel County, Maryland, being known and designated as Lots 76 through 77 inclusive; 81 through 88 inclusive; 106 through 112 inclusive; 114 through 120 inclusive; 129 through 132 inclusive, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley" recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 45; also a community beach lot containing 0.87 acres, more or less, and Lot C containing 0.89 acres, more or less, as shown on a plat entitled "Revised Plat part of Beechwood on the Burley" recorded in Plat Book 30, folio 98.

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

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

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

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

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

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

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

WHEREFORE, YOUR PETITIONER PRAYS:

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

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

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

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

Earl A. Nash

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

Charles W. Woodward Jr

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

14

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

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

WITNESS my hand and Notarial seal.

Martha L. Lienstine
Notary Public

ORDER OF COURT

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

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

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

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

Thomas W. Anderson

Ralph G. Shure

Judges of the Circuit Court for
Montgomery County, Maryland

State of Maryland, Montgomery County, to wit:-

I Hereby Certify that the foregoing is a full, true and correct copy of Petition and Order authorizing Receiver to institute proceedings for Foreclosure &c. filed in No. 24848 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

In Tesetimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 26th day of June A.D., 1964.

Clayton B. Watkins

Clerk of the Circuit Court for
Montgomery County, Maryland

16

No. 16445 Equity

LIBER 161 PAGE 311

No. 16445 Equity
Filed - 1961 Nov 2 AM 10:41

EX PARTE

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

IN THE
CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Equity No.: 24848

ORDER

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

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

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

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

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

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

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

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

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

(s) Thomas M. Anderson
(s) Ralph G. Shure
Judges

State of Maryland, Montgomery County, to wit:

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

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

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 26th day of June A.D., 1964.

Clayton T. Walkins
Clerk of the Circuit Court for
Montgomery County, Maryland.

LIBER 160 PAGE 314

A STOCK COMPANY — ESTABLISHED 1890

No. 16,445

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 16,445 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 458

That we, Charles W. Woodward, Jr., of Rockville, Maryland,

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand ($10,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of July in the year of our Lord 1964.

Whereas, the above bounden Charles W. Woodward, Jr.,

by virtue of the power contained in a ~~mortgage~~ deed of trust from The Grey Dawn Development Company, Inc.,

to Eric Smith and Nicholas Grande, Trustees,

bearing date the 25th day of July, 1961 and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1516 Folio 351 and by virtue of his appointment as Substitute Trustee by Order of the Circuit Court for Anne Arundel County dated June 30, 1964,

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles W. Woodward, Jr.,

do and shall well and truly and faithfully perform the trust reposed in him under the ~~mortgage~~ deed of trust 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 Charles W. Woodward, Jr.,

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Martha L. Obenstine

Charles W. Woodward (SEAL)
Charles W. Woodward, Jr.,

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Beverly A. Moore
As to Surety

By Rudy P. Wilson
Attorney-in-Fact

MD3228a—500, 1-51 *129351*
Mortgagee's or Attorney's Bond

Bond approved this 21 day of July, 1964

Filed July 21, 1964 9:30 a.m.

Louis N. Phipps, Clerk

21

LIBER 160 PAGE 315

OFFICE F

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

No. 16,445 Eq.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1964

We hereby certify, that the annexed

Trustee's Sale

The Grey Dawn Development Co., Inc. to Eric Smith and Nicholas Grande 10:00 A.M.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1964 The first insertion being made the 3rd day of July, 1964.

FILED

1964 JUL 22 PM 1:46

THE CAPITAL-GAZETTE PRESS, INC.

By A. Leighman

RIDGELY P. MELVIN, JR.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

By Virtue of the power and authority contained in a Deed of Trust dated July 25, 1961, from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1516, folio 351, and by virtue of the appointment of Charles W. Woodward, Jr., as Substitute Trustee by Order of the Circuit Court for Anne Arundel County dated June 30, 1964, in these proceedings, and at the request of the noteholder secured by said Deed of Trust, default having occurred in the terms and conditions thereof, the said Substitute Trustee named above will offer for sale, at public auction on

TUESDAY, JULY 21, 1964 AT 10:00 O'CLOCK A.M.

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District of Anne Arundel County:

Lt No. 130, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

This lot contains one (1) acre of ground more or less and is improved by a valuable dwelling.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and will be sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing and lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing. State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

CHARLES W. WOODWARD, Jr.
Substitute Trustee Jy-17

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

By virtue of the power and authority contained in a Deed of Trust dated July 25, 1961, from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.A.C. 1516, folio 351, and by virtue of the appointment of Charles W. Woodward, Jr., as Substitute Trustee by Order of the Circuit Court for Anne Arundel County dated June 30th, 1964, in these proceedings, and at the request of t hnoeteholder secured by said Deed of Trust, default having occurred in the terms and conditions thereof, the said Substitute Trustee named above will offer for sale, at public auction on

Tuesday, July 21, 1964

AT 10:00 O'CLOCK A.M.

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District of Anne Arundel County:

Lot No. 130, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

This lot ~~contains one (1) acre of ground more or less and~~ is improved by a valuable dwelling.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and will be sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

Charles W. Woodward, Jr.
Substitute Trustee.

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1964 JUL 24 AM 10:07

23

130

LIBER 160 PAGE 318

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,445 EQUITY
	*	

MEMORANDUM OF SALE

I hereby certify that I have this 21st day of July, 1964, sold the within described property at public auction in accordance with the annexed advertisement to the following purchaser(s) for the sum of Seven Thousand Dollars ($7000.00), and I hereby further certify that said sale was fairly made:

Frank W. Wilde
Purchaser(s)

85 Defense Highway
Annapolis, Md.
Address

George W. Scible
George W. Scible, Auctioneer

I (we) Frank W. Wilde hereby certify that I (we) have this 21st day of July 1964 purchased the within described property at public auction at and for the sum of Seven Thousand Dollars ($7000.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof and as announced at the time of sale.

Frank W. Wilde

Purchaser(s)

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130

LIBER 160 PAGE 319

IN THE MATTER OF THE	*	IN THE
	*	
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,445 EQUITY
	*	

PURCHASER(S) AFFIDAVIT

Now comes Frank W Wilde, purchaser(s) of the property sold herein, who, after being first duly sworn on oath, depose and say as follows:

1. That as purchaser(s) at the sale (he was) (~~they were~~) acting as agent for Earl A. Nash, Receiver for Mutual Home Savings and Loan Association Inc.

2. That others interested as principals in said purchase are None

3. That (he has) (~~they have~~) not directly or indirectly discouraged anyone from bidding for said property.

Frank W Wilde

Purchaser(s)

SUBSCRIBED AND SWORN TO before me this 21 day of July, 1964.

Beverly A. Moore

Notary Public

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25

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,445 EQUITY
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Charles W. Woodward, Jr., Substitute Trustee, appointed by a decree of this Court passed in the above entitled cause, dated June 30, 1964, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital," a daily newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Anne Arundel County Court House door, in the City of Annapolis, on the 21st day of July, 1964, at 10:00 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Substitute Trustee offered at public sale to the highest bidder the property mentioned in these proceedings, situated in Anne Arundel County, and described as follows: Lot No. 130, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a

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24

Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

And your said Substitute Trustee sold the above described property and improvements thereon to Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., for the sum of Seven Thousand Dollars ($7,000.00), he being at that sum the highest bidder therefor.

TERMS OF SALE: The right to reject any and all bids on the day of sale was reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and were sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 was required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be

forfeited and the property resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

Charles W. Woodward, Jr.
Substitute Trustee

AFFIDAVIT

STATE OF MARYLAND)
) ss
COUNTY OF MONTGOMERY)

I hereby certify that on this 23rd day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County aforesaid, personally appeared CHARLES W. WOODWARD, JR., Substitute Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Charles W. Woodward, Jr.,
Affiant

Notary Public

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ORDER NISI

LIBER 160 PAGE 323

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,445 Equity

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Charles W. Woodward, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 7,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Ridgely P. Melvin, Jr., Atty.
(Final Order)

For: Evening Capital (July 28th Edition)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

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1964 SEP -1 PM 3:27

2 9

LIBER 160 PAGE 324

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,445 Equity

IN THE MATTTER OF THE MORTGAGED REAL ESTATE OF

THE GREY DAWN DEVELOPMENT COMPANY, INC.

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Charles W. Woodward, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $7,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk A-18

FILED

1964 AUG 26 PM 2:16

No. E. C. 9507

30

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 26, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,445

Grey Dawn Development

Company, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of August, 1964. The first insertion being made the 28th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 160 PAGE 325

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,445 Equity

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ridgely P. Melvin, Jr., attorney for Charles W. Woodward, Jr., Substitute Trustee, respectfully represents unto your Honors:

1. That he was employed by Charles W. Woodward, Jr., Substitute Trustee, to represent him in connection with the above mentioned foreclosure proceedings and all matters incident thereto including examination of title, preparation of advertisement of sale, attendance at sale and preparation of the report of sale.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing the Court Auditor to allow him a reasonable fee for his services in the account to be stated by said Auditor.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Charles W. Woodward, Jr.,
Substitute Trustee

FILED

1965 JAN 27 PM 3:08

31

ORDER

Upon the foregoing Petition it is thereupon this _____ day of January, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Court Auditor be, and he is hereby, authorized and directed to allow the sum of $250.00 ~~Dollars~~ as attorney's fee to Ridgely P. Melvin, Jr. in the account to be stated by him in these proceedings.

Judge

FILED

1965 JAN 27 PM 3:08

32

LIBER 160 PAGE 327

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,445 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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1965 FEB -1 PM 12: 34

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of February, 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 FEB 17 PM 12: 35

33

Dr. Mortgaged Real Estate of The Grey Dawn Development Company, Inc.

In Acct. with Charles W. Woodward, Jr., Substitute Trustee

Cr.

By	Amount of Sale as per Trustee's Report						
	of Sale filed			7,000	00		
By	Interest 6% on deferred payment						
	from 7/21/64 to 9/2/64			50	16		
By	Release fee for first Deed of Trust			3,308	48		
By	Adjustment, taxes from 7/21/64 to						
	12/31/64			137	12		
						10,495	76
To	Trustee for commission, as per terms of						
	Deed of Trust, viz	350	00				
To	Trustee for attorney fee as per Order of						
	Court 1/ /65	250	00				
				600	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	43	00				
	Auditor, this account	45	00				
				98	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	96	39				
	Speer Publications Inc. - hand bills	16	99				
	Fidelity & Deposit Co: of Maryland-bond	40	00				
	George W. Scrible, auctioneer's fee	25	00				
	Clerk, recording Appointment of						
	Substitute Trustee	7	00				
	1964 taxes and interest	308	54				
				493	92		
To	Earl Nash, Receiver, release of First						
	Deed of Trust as per advertisement of						
	sale	2,750	00				
	Interest 6% from 9/30/61 to 2/15/65	558	48				
				3,308	48		

To	Earl Nash, Receiver, on account of					
	Second Deed of Trust	5,995	36			
				5,995	36	
						10,495 76
	Balance due on Second Deed of Trust as					
	per mortgage claim filed	18,192	36			
	Interest 6% on principal balance					
	$15,750.00 from 6/1/64 to 2/15/65	671	25			
		18,863	61			
	Credit amount allowed above	5,995	36			
	This amount subject to decree in personam	12,868	25			

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16446 EQUITY

* * *

Mr. Clerk:

Please docket the within suit, file the Deed of Trust, Affidavit of Noteholder, certified copy of Order of Court appointing Receiver, certified copy of Petition for Leave to Foreclose Mortgage and Deeds of Trust and Order of Court thereon, and approve bond.

Ridgely P. Melvin, Jr.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Charles W. Woodward, Jr.,
Substitute Trustee

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1964 JUL -2 AM 10:47

LIBER 160 PAGE 331

BOOK 1516 PAGE 359

Deed of Trust

No. 16,446 Equity

THIS DEED OF TRUST made this ..... day of ....., A.D., 19....., by and between The Grey Dawn Development Company, Inc., parties of the first part, and Eric Smith and Nicholas Grande ..... Trustees, parties of the second part.

WHEREAS, The Grey Dawn Development Company, Inc. are justly indebted unto the MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, a Maryland corporation, in the sum of

Fifteen Thousand Seven Hundred Fifty and no/100 Dollars ($ 15,750.00), for which amount they have made and delivered their one certain promissory note bearing even date herewith, whereby for value received they jointly and severally promise to pay to the MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, a Maryland corporation, at its office in Silver Spring, Maryland, the sum of

Fifteen Thousand Seven Hundred Fifty and no/100 Dollars ($ 15,750.00), together with interest at the rate and conditions therein agreed to, calculated monthly on the unpaid balance, said principal and interest to be paid ~~in monthly installments of~~ in full six (6) months from the date hereof.

~~..... Dollars ($.....),~~

~~beginning on the ..... day of ..... 19....., and a like amount on the ..... day of each and every month thereafter until paid in full,~~ Any delinquent payments of principal or interest to bear interest at the agreed rate until paid; and

WHEREAS, said note provides that in addition to said monthly payments, the makers will pay to said Association monthly during the time that the indebtedness remains unpaid, an amount equal to one-twelfth (1/12) of the annual taxes, assessments and insurance premiums on the property on which the note is secured; and

WHEREAS, said note provides that the said Association may, at its option, advance such amounts as may be necessary to pay taxes, assessments and all insurance premiums on the property (including premiums on any life insurance policies wherein the Association is the beneficiary and which are held by the Association as additional collateral) on which the note is secured and any such amounts so advanced shall be added to the unpaid balance of the said indebtedness and shall be due and payable at the option of said Association on demand, and further provides that the makers of said note shall have the right to make larger payments in any amount or prepay said indebtedness on the ~~day of any month~~; said note further providing that in the event of failure of the said makers to pay any monthly installments when due, or to pay upon demand any money advanced in accordance with said note or the deed of trust securing same, the said Association shall have the right to declare the entire remaining indebtedness immediately due and payable, and that in case of default, the said makers agree to pay all expenses, including reasonable attorney's fees, that may be incurred in collecting the said note, or any unpaid portion thereof; said note containing a waiver of the benefit of homestead exemption and a Certificate of Identity signed by a Notary Public; and

WHEREAS, the parties of the first part desire to secure the prompt payment of said debt and interest thereon and all proper charges provided for therein when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable attorney's fees incurred or paid by the said parties of the second part or substitute 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, and the performance of any of the terms, agreements, conditions and covenants contained in these presents;

3410

RECORDATION TAX ACT OF 1947 $22.50

RECORDATION TAX ACT OF 1947 $10.00

RECORDATION TAX ACT OF 1947 $5.00

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1964 JUL -2 AM 10: 47

Now THEREFORE, in consideration of the premises and the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the parties of the first part do hereby grant and convey unto the said parties of the second part, as joint tenants, in fee simple, the following described land and premises to-wit:

Lot numbered 131, as shown on a plat entitled "Plat2 Addition to Beechwood on the Burely", which plat is recorded among the Plat Records of Ann Arundel County in Plat Book No. 25, folio 45; being one of those lots of the property conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a deed dated June 30, 1961, as recorded among the land records of Ann Arundel County in Deed Book 1490 at Page , the said lot containing one acre, more or less.

together with all the improvements now or hereafter erected thereon, together with easements and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the parties of the first part, of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part, their heirs or assigns, to use and occupy said 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 performance of any of the terms or conditions in said note, or of the terms, conditions, agreements and covenants contained in these presents, or any proper cost or expense in and about the same as hereinafter provided, whereupon the whole indebtedness secured hereby shall become immediately due and payable.

AND, upon any default in the performance of any of the terms or conditions of said note or of any of the terms, conditions, agreements and covenants herein contained, the said trustees shall at the request of said Association, sell said land and premises, or any part thereof at public auction, at such time and place, upon such terms and conditions, in such parcels, and after such previous public advertisement, as said trustees in the execution of this trust shall deem advantageous and proper; and convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: Firstly, to pay all proper costs, charges and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and all moneys advanced and expended by the Association on any other account in accordance with the terms, conditions and covenants of this deed of trust and the note secured hereby, and to retain as compensation such commission as shall be agreed to by the said Association, which in no event shall exceed one per centum of the amount of the said sale or sales: Secondly, to pay whatever sum may then be owing said Association, and the residue, if any, to said parties of the first part, their heirs or assigns, upon surrender and delivery to the purchaser or purchasers, his or their heirs or assigns, of possession of the aforesaid premises, so sold and conveyed, less the expense, if any, of obtaining possession.

AND, upon compliance with the terms and conditions of said note, and of the terms, conditions, agreements and covenants contained in these presents, to release and reconvey said land and premises unto the said parties of the first part, their heirs or assigns, at their cost.

AND, the said parties of the first part do hereby covenant and agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep said premises insured against loss by fire, windstorm, war damage or any other hazard in such insurance company or companies, and in an amount, designated by said Association, not in excess of the face amount of said note; and in the event the premises covered by this agreement, or any part thereof, shall be damaged by fire, windstorm, or other hazard against which such insurance is held, the amouts paid by any insurance company pursuant thereto, shall, to the extent of the indebtedness then remaining unpaid, be paid to the Association, and, at its option, may be applied to the debt or released for repairing or rebuilding of the said premises.

AND, the said parties of the first part do hereby covenant and agree to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust, and all counsel fees and expenses of litigation involving said property or incurred in the protection or execution of this trust, in default whereof said trustees or said Association may pay such taxes, assessments, fees and expenses, and effect such insurance as is provided for herein and in the note secured hereby, and the money paid therefor, with interest, shall be a lien on said land and premises, added to the amount hereby secured, and shall become due and payable upon demand at the option of the said Association, which lien may be enforced by sale as herein provided, upon default in the payment of the indebtedness hereby secured or the performance of the terms, agreements, conditions and covenants of said note and this deed of trust.

AND, the said parties of the first part do further covenant and agree to keep the herein described land and premises in good condition and repair at all times, and fully protected from the elements to the satisfaction of the parties of the second part, and to commit and permit no waste thereon and to do and permit no act, or fail to do any act by which the said property shall become less valuable, or by which the income therefrom shall be substantially decreased. If the property herein conveyed is to be improved by the construction of a building or buildings, the parties of the first part agree to complete the same free and clear of all mechanics' liens within six months from date hereof in accordance with the approved plans and specifications; and in the

event of failure to so complete said construction free and clear of all mechanics' liens, or in the event that said construction shall cease for a period of two weeks (Acts of God, fire, windstorm only excepted) the note hereby secured shall immediately become due and payable at the option of the parties of the second part.

AND, it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, said trustees shall be entitled to such commission as shall be agreed to by the said Association, which in no event shall exceed one-half (½) of one per centum of the unpaid balance of the debt hereby secured, and such reasonable counsel fees as may have been incurred in connection therewith.

AND, the said parties of the first part covenant that they will warrant generally the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary.

AND, the said parties of the first part waive the benefit of their homestead exemption as to the debts, obligations and covenants imposed by this deed.

AND, it is agreed that if at any time the herein described premises shall be occupied in whole or in part by a tenant or tenants, or if said premises shall at any time be encumbered by a second trust subsequent to the date hereof, that if in either event a default occurs on the herein described note or in the performance of any of the terms or conditions herein contained, that the parties of the first part shall, at the option of the parties of the second part, furnish said parties of the second part with a statement of operations setting forth in detail the total income, total operating and financing expenses, net income, number of vacancies, etc., which statement shall be furnished at such intervals as said parties may require.

AND, it is further agreed that in the event of any default on the herein described note, or in the performance of any of the terms, conditions, agreements and covenants herein contained, the trustees, at the request of the Association, shall have the right, in addition to other remedies provided for herein, to take immediate possession of said premises, and until a sale is made hereunder, to manage, control and lease the same to such person or persons and at such rental as they may deem proper, and to collect all the rents, issues, and profits therefrom; to make such expenditures for maintenance and repairs as they may deem advisable, and after deducting the cost thereof and a commission of five per cent (5%) upon the gross amounts of rents collected, to apply the residue to the fulfillment of the obligations of the parties of the first part on the herein described promissory note. Upon the taking of possession by the Trustees of the property in accordance with the foregoing, all leases affecting said property, written or verbal, shall, by virtue hereof, immediately be and become transferred and assigned to the said Trustees for the purposes above described, whether such leases shall be in the name of the parties of the first part or any agent or agents of the said parties.

It is covenanted and agreed that all awnings, door and window screens, mantels, cabinets, linoleum, stoves, shades, mechanical refrigerators, oil and/or fuel-burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment and each and every of the interior improvements and fixtures movable or immovable of every kind and description in and upon said land and premises or used in connection therewith and all additions and replacements thereto are and shall be deemed to be fixtures and all shall be in the accession to the freehold and a part of the realty and the same are covered by this deed of trust and included in the terms "land" and "premises" wherever used herein.

In the event the ownership of said property, or any part thereof, becomes vested in a person other than the borrower, the said Association may, without notice to the borrower, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the borrower, and may extend time for payment of the debt secured hereby without disturbing or in any way affecting the liability of said borrower hereunder or upon the debt hereby secured.

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

AND, it is hereby understood and agreed that where there is only one grantor herein, the term "parties of the first part," and all other designations in the plural shall be construed in the singular as if the singular had been used, and where the term "Association" is used herein, it shall be construed to mean "said Association, its successors or assigns," and that when the words "land and premises" are used herein, they shall be construed to include all fixtures and articles of personal property now or hereafter attached to the property herein mentioned which shall be construed as being attached to the property, and the word "trustees," wherever used in these presents shall be construed to mean "said trustees and the survivor of them, or substitute trustees."

WITNESS the following signatures and seals.

Witness:

THE GREY DAWN DEVELOPMENT COMPANY, INC.

.....(SEAL)

By: Albert H Smith

Vice-President

.....(SEAL)

Attest: Bertha P Smith

.....(SEAL)

.....(SEAL)

4

5

LIBER 160 PAGE 334

BOOK 1516 PAGE 362

STATE OF MARYLAND
COUNTY OF MONTGOMERY } ss:

On the ..... day of ....., 19....., before me ....., the undersigned officer, personally appeared .....

who (have) (has) been proven satisfactorily to me to be the person(s) whose name(s) (is) (are) subscribed to the within instrument and who acknowledged that (he) (she) (they) executed the same for the purposes therein contained.

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

.....
Notary Public

My Commission expires .....

STATE OF MARYLAND
COUNTY OF MONTGOMERY } ss:

On the 25 day of July, 1961, before me Nicholas Grande, the undersigned officer, personally appeared Albert H. Smith who acknowledged (himself) ~~(herself)~~ to be the ~~President of~~ Vice-President of The Grey Dawn Development Company, Inc., a ..... Corporation and that (he) ~~(she)~~ as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by (himself) ~~(herself)~~ as ~~President~~ Vice-President.

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

950 Nicholas Q. Grande
Notary Public

My Commission expires 5-9-63 Rec'd for record Oct. 18, 1961 at 9:23 A.M.
Mailed to Military Service Savings & Loan Ass'n.

Deed of Trust

The Grey Dawn Development Company, Inc.

TO

Eric Smith and Nicholas Grande

Trustees

Received for Record on the 359 *day of* ..... *A.D., 19* ..... *at* ..... *o'clock* ..... *M., and recorded in Liber No.* ..... *at folio* ..... *one of the Land Records of* ..... *and examined by* ..... *Recorder.*

15/6

Return to 950

MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION
909 Pershing Drive
Silver Spring, Maryland

3410

LIBER 160 PAGE 335

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,446 Equity

AFFIDAVIT OF NOTE HOLDER

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., does hereby certify that he is the present holder of an undated deed of trust note, secured by an undated deed of trust recorded among the Land Records for Anne Arundel County, Maryland, on October 18, 1961, in Liber G.T.C. 1516 at folio 359; that the said Earl A. Nash, Receiver as aforesaid, appointed Charles W. Woodward, Jr., as Substitute Trustee in the place and stead of Eric Smith and Nicholas Grande, original Trustees as aforesaid, by instrument dated June 15, 1964, and recorded among the Land Records for Anne Arundel County, Maryland; that the said deed of trust note is in default for non-payment of principal and interest due thereon; that the indebtedness remaining due and payable on said note is as follows:

Balance due on principal	15,750.00
Interest at 6% through 5/31/64	2,442.36
Total principal and interest due through 5/31/64	18,192.36

Plus interest on the principal amount at the rate of $2.62 per day from 6/1/64 to date of payment.

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

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State and County aforesaid, this 15th day of June, 1964.

FILED
1964 JUL -2 AM 10: 47

Notary Public

No. 16,446 Equity

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

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

PETITION FOR LEAVE TO FORECLOSE
MORTGAGE AND DEEDS OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

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

2. That the said mortgage conveys all those lots situate, lying and being in the Third Election District, Anne Arundel County, Maryland, being known and designated as Lots 70 through 77 inclusive; 81 through 88 inclusive; 106 through 112 inclusive; 114 through 120 inclusive; 129 through 132 inclusive, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley" recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 45; also a community beach lot containing 0.87 acres, more or less, and Lot C containing 0.89 acres, more or less, as shown on a plat entitled "Revised Plat part of Beechwood on the Burley" recorded in Plat Book 30, folio 93.

3. That Lots 110, 120 and 129, and Lot C as described above, have been heretofore released from said mortgage.

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

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1964 JUL -2 AM 10:47

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

(b) (Loan CL-3) Deed of trust, undated, from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 359, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 131, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

(c) (Loan CL-4) Deed of trust dated August 25, 1961 from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 13, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 355, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

8

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

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

WHEREFORE, YOUR PETITIONER PRAYS:

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

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

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

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

Earl A. Nash

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

Charles W. Woodward, Jr.

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

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

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

WITNESS my hand and Notarial seal.

Notary Public

ORDER OF COURT

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

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

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

10

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

Thomas W. Anderson

Walter K. Shure

Judges of the Circuit Court for
Montgomery County, Maryland

State of Maryland, Montgomery County, to wit:-

I Hereby Certify that the foregoing is a full, true and correct copy of Petition and Order authorizing Receiver to institute proceedings for Foreclosure &c. filed in No. 24848 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

In Tesetimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 26th day of June A.D., 1964.

CLERK'S OFFICE CIRCUIT COURT FOR MONTGOMERY COUNTY, MD.

Clayton K. Walkins

Clerk of the Circuit Court for
Montgomery County, Maryland

12

11

EX PARTE

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

IN THE

CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Equity No.: 24848

No 16446 Equity
Filed 1961 Jan 2, AM 10 47

LIBER 1601 PAGE 341

ORDER

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

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

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

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

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

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

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

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

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

(s) Thomas M. Anderson
(s) Ralph G. Shure
Judges

State of Maryland, Montgomery County, to wit:

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

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

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 26th day of June A.D., 1964.

Clayton K. Watkins
Clerk of the Circuit Court for
Montgomery County, Maryland.

15

A STOCK COMPANY — ESTABLISHED 1890

No. 16,446

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 16,446 - Equity

LIBER 160 PAGE 344

KNOW ALL MEN BY THESE PRESENTS:

BOOK 12 PAGE 459

That we, Charles W. Woodward, Jr., of Rockville, Maryland,

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand ($10,000.00) ✓ Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of July in the year of our Lord 1964

Whereas, the above bounden Charles W. Woodward, Jr.,

by virtue of the power contained in a ~~mortgage~~ deed of trust from The Grey Dawn Development Company, Inc.,

to Eric Smith and Nicholas Grande, Trustees

bearing date the UNDATED day of and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1516 Folio 359 and by virtue of his appointment as Substitute Trustee by instrument dated June 15, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1767, folio 85 is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles W. Woodward, Jr.,

do and shall well and truly and faithfully perform the trust reposed in him under the ~~mortgage~~ deed of trust 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 Charles W. Woodward, Jr.,

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Martha L. Obenschain — Charles W. Woodward (SEAL)
Charles W. Woodward, Jr.,

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Beverly C. Moore — By Rudy P. Wastler
As to Surety — Attorney-in-Fact

Bond approved this 21 / 1203 day of July, 19 64
Mortgagee's or Attorney's Bond

Louis N. Phipps, Clerk

Filed July 21, 1964 9:30 A.M.

16.

RIDGELY P. MEL , JR.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

By Virtue of the power and authority contained in a Deed of Trust (undated) from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1516, folio 359, and by virtue of the appointment of Charles W. Woodward, Jr., as Substitute Trustee by Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by instrument dated June 15, 1964, and recorded June 25, 1964, among the Land Records of Anne Arundel County in Liber L.N.P. 1767, folio 85, and at the request of the noteholder secured by said Deed of Trust, default having occurred in the terms and conditions thereof, the said Substitute Trustee named above will offer for sale, at public auction on

TUESDAY, JULY 21, 1964 AT 10:15 O'CLOCK A.M.

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District of Anne Arundel County:

Lot No. 131, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry W. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

No. 17

This lot contains one (1) acre of ground more or less and is improved by a valuable dwelling.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

The lot and improvements are subject to a first mortgage thereon from Tre Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and will be sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 345

No. 16,446 Eq

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1964

We hereby certify, that the annexed

Trustee's Sale

Grey Dawn Development, Co. Inc. to Eric Smith & Nicholas Grande 10:15 A.M.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1964. The first insertion being made the 3rd day of July, 1964

FILED

1964 JUL 22 PM 1:46

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

CHARLES W. WOODWARD, Jr.
Substitute Trustee Jy-17

LIBER 160 PAGE 347

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

By virtue of the power and authority contained in a Deed of Trust (undated) from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1516, folio 359, and by virtue of the appointment of Charles W. Woodward, Jr., as Substitute Trustee by Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by instrument dated June 15, 1964, and recorded June 25, 1964, among the Land Records of Anne Arundel County in Liber L.N.P. 1767, folio 85, and at the request of the noteholders secured by said Deed of Trust, default having occurred in the terms and conditions thereof, the said Substitute Trustee named above will offer for sale, at public auction on

Tuesday, July 21, 1964

AT 10:15 O'CLOCK A.M.

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District of Anne Arundel County:

Lot No. 131, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

This lot ~~contains one (1) acre of ground more or less and~~ is improved by a valuable dwelling.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

The lot and improvements are subject to a first mortgage thereon from Grey Dawn Development Company, Inc., to Military Service Savings and Loan Asociation, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and will be sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

Charles W. Woodward, Jr.
Substitute Trustee.

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1964 JUL 24 AM 10:07

L. E 131

LIBER 160 PAGE 348

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,446 EQUITY
	*	

MEMORANDUM OF SALE

I hereby certify that I have this 21st day of July, 1964, sold the within described property at public auction in accordance with the annexed advertisement to the following purchaser(s) for the sum of Sixty-Five Hundred Dollars ($6500.00), and I hereby further certify that said sale was fairly made:

Frank W. Wilde
Purchaser(s)
85 Defense Highway
Annapolis, Md.
Address

George W. Scible, Auctioneer

I (we) Frank W. Wilde

hereby certify that I (we) have this 21st day of July 1964 purchased the within described property at public auction at and for the sum of Sixty-Five Hundred Dollars ($6500.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof and as announced at the time of sale.

Frank W. Wilde

Purchaser(s)

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1964 JUL 24 AM 10:07

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,446 EQUITY
	*	

PURCHASER(S) AFFIDAVIT

Now comes Frank W. Wilde, purchaser(s) of the property sold herein, who, after being first duly sworn on oath, depose and say as follows:

1. That as purchaser(s) at the sale (he was) (~~they were~~) acting as agent for Earl A Nash, Receiver for Military Service Savings and Loan Association, Inc.

2. That others interested as principals in said purchase are None.

3. That (he has) (~~they have~~) not directly or indirectly discouraged anyone from bidding for said property.

Frank W. Wilde

Purchaser(s)

SUBSCRIBED AND SWORN TO before me this 21 day of July, 1964.

[signature]
Notary Public

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1964 JUL 24 AM 10:07

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,446 EQUITY
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Charles W. Woodward, Jr., Substitute Trustee, appointed by Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by instrument dated June 15, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1767, folio 85, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital," a daily newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Anne Arundel County Court House door, in the City of Annapolis, on the 21st day of July, 1964, at 10:15 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

The aforesaid Substitute Trustee offered at public sale to the highest bidder the property mentioned in these proceedings, situated in Anne Arundel County, and described as follows: Lot No. 131, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat

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1964 JUL 24 AM 10:07

21

Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

And the aforesaid Substitute Trustee sold the above described property and improvements thereon to Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., for the sum of Six Thousand Five Hundred Dollars ($6,500.00), he being at that sum the highest bidder therefor.

TERMS OF SALE: The right to reject any and all bids on the day of sale was reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and were sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 was required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be

forfeited and the property resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

Charles W. Woodward, Jr.
Substitute Trustee

AFFIDAVIT

STATE OF MARYLAND)
) ss
COUNTY OF MONTGOMERY)

I hereby certify that on this 23rd day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County aforesaid, personally appeared CHARLES W. WOODWARD, JR., Substitute Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Charles W. Woodward, Jr.,
Affiant

Notary Public

FILED

1964 JUL 24 AM 10:07

22A

ORDER NISI

LIBER 160 PAGE 353

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,446 Equity

Ordered, this 24th day of July, 19 64, That the sale of the property in these proceedings mentioned made and reported by Charles W. Woodward, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 6,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Ridgely P. Melvin, Jr., Atty. For: Evening Capital (July 28th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 1964 that the sale made and reported by the 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~~ the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Jackson JUDGE.

FILED

1964 SEP -1 PM 3:27

23

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16.446 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

THE GREY DAWN DEVELOPMENT COMPANY, INC.

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Charles W. Woodward, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $6,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk A-18

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 354

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 26, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,446

Grey Dawn Development Company, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of August, 1964. The first insertion being made the 28th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Tilghman

FILED

1964 AUG 26 PM 2:15

No. E. C. 9508

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 16,446 Equity

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ridgely P. Melvin, Jr., attorney for Charles W. Woodward, Jr., Substitute Trustee, respectfully represents unto your Honors:

1. That he was employed by Charles W. Woodward, Jr., Substitute Trustee, to represent him in connection with the above mentioned foreclosure proceedings and all matters incident thereto including examination of title, preparation of advertisement of sale, attendance at sale and preparation of the report of sale.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing the Court Auditor to allow him a reasonable fee for his services in the account to be stated by said Auditor.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Charles W. Woodward, Jr., Substitute Trustee

FILED

1965 JAN 27 PM 3:08

O R D E R

Upon the foregoing Petition it is thereupon this _____ day of January, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Court Auditor be, and he is hereby, authorized and directed to allow the sum of $250.00 ~~Dollars~~ as attorney's fee to Ridgely P. Melvin, Jr. in the account to be stated by him in these proceedings.

C. Bruce Dunbeck
Judge

FILED
1965 JAN 27 PM 3:08

26

LIBER 160 PAGE 357

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,446 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
1965 FEB -1 PM 12: 34

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of February, 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 M. Phipps
Clerk
Per: B. Fitzhugh, deputy

FILED
1965 FEB 17 PM 12: 35

27

Dr. Mortgaged Real Estate of The Grey Dawn Development Co., Inc.

In Acct. with Charles W. Woodward, Jr., Substitute Trustee

Cr.

By	Amount of Sale as per Trustee's Report						
	of Sale filed			6,500	00		
By	Interest 6% on deferred payment						
	$5,500.00 from 7/21/64 to 9/2/64			39	41		
By	Release fee for first Deed of Trust			3,308	48		
By	Adjustment, taxes from 7/21/64 to 12/31/64			133	73		
						9,981	62
To	Trustee for commission, viz	325	00				
To	Trustee for attorney fee, viz	250	00				
				575	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	35	00				
	Auditor, this account	45	00				
				90	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	99	00				
	Speer Publications Inc. - hand bills	16	99				
	Fidelity & Deposit Co. of Maryland - bond	40	00				
	George W. Scible - auctioneer's fee	25	00				
	1962 and 1963 taxes and interest	396	95				
	1964 tax	323	41				
				901	35		
To	Earl Nash, Receiver, release of First						
	Deed of Trust as per advertisement of						
	sale	2,750	00				
	Interest 6% from 9/30/61 to 2/15/65	558	48				
				3,308	48		
To	Earl Nash, Receiver on account of Second						
	Deed of Trust	5,106	79				
				5,106	79		
						9,981	62

Balance due on Second Deed of Trust as		
per mortgage claim filed	18,192	36
Interest 6% on principal balance		
$15,750.00 from 6/1/64 to 2/15/65	671	25
	18,863	61
Credit amount allowed above	5,106	79
This amount subject to decree in personam	13,756	82

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 11,117 EQUITY

* * *

Mr. Clerk:

Please docket the within suit, file the Deed of Trust, Affidavit of Noteholder, certified copy of Order of Court appointing Receiver, certified copy of Petition for Leave to Foreclose Mortgage and Deeds of Trust and Order of Court thereon, Petition to Name Substitute Trustee to Act Under Deed of Trust and Order of Court thereon, Consent of original Trustees thereto, and approve bond.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Charles W. Woodward, Jr.,
Substitute Trustee

FILED
1964 JUL -2 AM 10: 40

CORPORATION DEED OF TRUST | LIBER 160 PAGE 361 | 132 | Law Reporter Blank No. 402

BOOK 1516 PAGE 355

This Deed

No. 16,447

Made this 25th *day of* August *, A. D. 19* 61 *, by and between* THE GREY DAWN DEVELOPMENT COMPANY, INC., a Corporation

party of the first part

and ERIC SMITH and NICHOLAS GRANDE, Trustees,

parties of the second part:

Whereas, THE GREY DAWN DEVELOPMENT COMPANY, INC., is *justly indebted unto* MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC., *in the full sum of* FIFTEEN THOUSAND SEVEN HUNDRED FIFTY and NO/100 ($15,750.00)----------*Dollars* as evidenced by its promissory note bearing even date herewith, bearing interest at the rate of six (6%) per cent per annum. Said principal and interest shall be due and payable six (6) months from the date hereof, the party of the first part retaining the privilege to make pre-payment at any time.

And Whereas, *the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said, parties of the 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 all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.*

Now, Therefore, This Indenture Witnesseth, *that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to it in hand paid by the parties of the second part, the receipt of which, before the sealing and delivery by these presents, is hereby acknowledged, has granted, and does hereby grant unto the parties of the second part* the *following described land and premises, situate in the* State of Maryland, County of Anne Arundel, ~~XXXXXXXXXXXXXXXXXXXXXXX~~ Third Election District, known and distinguished as:

Lot numbered 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45; being one of those lots of the property conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a deed dated June 30, 1961, as recorded among the land records of Anne Arundel County in Deed Book 1490 at Page , the said lot containing one acre, more or less.

RECORDATION TAX ACT OF 1947 $11.05

RECORDATION TAX ACT OF 1947 $2.20

RECORDATION TAX ACT OF 1947

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1964 JUL -2 AM 10:48

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the part ies of the first part, of, in, to, or out of the said land and premises.

In and Upon the Trusts, Nevertheless, hereinafter declared; that is to say: IN TRUST to permit said THE GREY DAWN DEVELOPMENT COMPANY, INC.

its successors or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of its promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

And, upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said THE GREY DAWN DEVELOPMENT COMPANY, INC.,

its successors or assigns, at their cost.

And Upon This Further Trust, upon any default or failure being made in the payment of its note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part ies of the second part or the trustee acting in the execution of this trust shall have the power and it shall be their or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the part ies of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for any bond, taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum 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 said THE GREY DAWN DEVELOPMENT COMPANY, INC., its successors or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

And, the said do hereby agree at its own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of EIGHTEEN THOUSAND AND NO/100 ($18,000.00)----------dollars, in the name and to the satisfaction of the part of the second part, or substituted trustee, in such fire insurance company or companies as the said part ies of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both in general and special, that may be assessed against, or become due on

said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

And, *it is further agreed that if the said property shall be advertised for sale, as herein provided and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.*

And, *the said party of the first part covenants that it will warrant specially the land and premises hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.*

In Testimony Whereof *the said* THE GREY DAWN DEVELOPMENT COMPANY, INC. *hath on the* 25th *day of* August *, A. D. 19* 61, *caused these presents to be signed by* Albert H. Smith *its* Vice-President *attested by* Bertha P. Smith *its* Secretary *and its corporate seal to be hereunto affixed; and doth hereby appoint* Albert H. Smith *its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.*

By Albert H. Smith
President.

[CORPORATE SEAL]

Attest:

Bertha P. Smith
Secretary.

Signed, sealed and delivered in the presence of—

(FOR MARYLAND SEE NEXT PAGE)

To wit:

I, Nicholas A. Grande *, a Notary Public in and for the* State of Maryland, County of Baltimore *do hereby certify that* Albert H. Smith *who is personally well known to me as the person named as attorney in fact in the aforegoing Deed, bearing date on the* 25th *day of* August *, A. D. 19* 61 *, and hereto annexed, personally appeared before me in said* State and County *and as attorney in fact as aforesaid, and by virtue of the power vested in him by said Deed, acknowledged the same to be the act and deed of the* THE GREY DAWN DEVELOPMENT COMPANY, INC.

the grantor therein or one of the parties thereto.

Given *under my hand and seal this* *day of* *A. D. 19*

Nicholas A. Grande
Notary Public.

I, Bertha P. Smith *, Secretary of* The Grey Dawn Development Company, Inc. *do hereby certify that the aforegoing deed of trust was executed in strict conformity with a resolution of the Board of* Directors *of the said* THE GREY DAWN DEVELOPMENT COMPANY, INC. *a corporation organized under the laws of* Maryland *passed at a duly called meeting of said corporation, held on* August 1 *19* 61.

Albert H. Smith
Secretary.

$1.50

4

5

LIBER 160 PAGE 364

[FOR MARYLAND ONLY] BOOK 1516 PAGE 358

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this the 25th *day of* August *, 19* 61 *, before me,* Nicholas Grande *the undersigned officer, personally appeared* Albert H. Smith *, who acknowledged himself to be the* Vice President *of* The Grey Dawn Development Company, Inc. *, a corporation, and that he, as such* Vice President *, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as* Vice President .

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

Nicholas A Grande

Title of Officer

I, Bertha P. Smith *, Secretary of* The Grey Dawn Development Company, Inc., *do hereby certify that the aforegoing deed of trust was executed in strict conformity with a resolution of the Board of* Directors *of the said* The Grey Dawn Development Company, Inc. *a corporation organized under the laws of* Maryland *passed at a duly called meeting of said corporation, held on* August 1 *, 19* 61.

950.

Albert H Smith

Secretary.

Rec'd for record Oct. 18, 1961 at 9:23 A.M.

Mailed to Military Service Savings & Loan Assn.

THE GREY DAWN DEVELOPMENT COMPANY, INC. TO ERIC SMITH AND NICHOLAS GRANDE, *Trustees.*

Returned for Record on the 25 day of Oct A. D. 19 61, at 8:30 o'clock A.M., and recorded in Liber 1516 at Folio 358 one of the Land Records for the

and examined by

9.50 Recorder.

1440

PLEASE MAIL TO:
MILITARY SERVICE SAVINGS & LOAN ASSOCIATION
909 Pershing Drive
Silver Spring, Maryland

The Washington Law Reporter Company
Colfax Building, Washington 6, D. C.

Corporation Deed of Trust

LIBER 160 PAGE 365

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
	*	NO. 16,447 Equity

AFFIDAVIT OF NOTE HOLDER

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc. does hereby certify that he is the present holder of an undated deed of trust note, secured by a deed of trust dated August 25, 1961, from They Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded October 18, 1961, among the Land Records for Anne Arundel County, Maryland, in Liber G.T.C. 1516 at folio 355; that the said deed of trust note is in default for non-payment of principal and interest due thereon; that the indebtedness remaining due and payable on said note is as follows:

Balance due on principal	15,750.00
Interest at 6% through 5/31/64	2,378.02
Total principal and interest due through 5/31/64	$18,128.02

Plus interest on the principal amount at the rate of $2.62 per day from 6/1/64 to date of payment.

Earl A. Nash

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

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State and County aforesaid, this 15th day of June, 1964.

Martha L. Obenschain

Notary Public

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1964 JUL -2 AM 10:48

No. 16,447 Equity

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

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

PETITION FOR LEAVE TO FORECLOSE MORTGAGE AND DEEDS OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

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

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

3. That Lots 110, 120 and 129, and Lot C as described above, have been heretofore released from said mortgage.

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

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1961 JUL -2 AM 10:48

1

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

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

(c) (Loan CL-4) Deed of trust dated August 25, 1961 from The Grey Dawn Development Company, Inc., a corporation, to Eric Smith and Nicholas Grande, Trustees, recorded October 13, 1961 among the Land Records for Anne Arundel County, Maryland, in Liber 1516 at folio 355, securing Military Service Savings and Loan Association, Inc. in the sum of $15,750.00; that the property securing said loan is located in the Third Election District, Anne Arundel County, Maryland, described as Lot numbered 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 25, folio 45.

8

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

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

WHEREFORE, YOUR PETITIONER PRAYS:

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

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

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

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

Earl A. Nash

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

Charles W. Woodward, Jr.

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

9

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

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

WITNESS my hand and Notarial seal.

Notary Public

ORDER OF COURT

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

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

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

10

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

Thomas W. Anderson

Ridgely P. Shure

Judges of the Circuit Court for
Montgomery County, Maryland

State of Maryland, Montgomery County, to wit:-

I Hereby Certify that the foregoing is a full, true and correct copy of Petition and Order authorizing Receiver to institute proceedings for Foreclosure &c. filed in No. 24848 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

In Tesetimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 26th day of June A.D., 1964.

CIRCUIT COURT FOR MONTGOMERY COUNTY

Clayton K. Watkins

Clerk of the Circuit Court for
Montgomery County, Maryland

EX PARTE

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

IN THE

CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Equity No.: 24848

LIBER 160 PAGE 371

No. 16,447 Equity
Filed: 1961 Nov 2 AM 10:48

ORDER

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

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

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

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

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

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

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

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

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

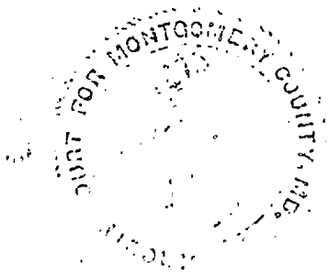
(s) Thomas M. Anderson
(s) Ralph G. Shure
Judges

State of Maryland, Montgomery County, to wit:

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

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

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the Circuit Court for Montgomery County, Maryland, this 26th day of June A.D., 1964.



Clayton R. Walkins

Clerk of the Circuit Court for
Montgomery County, Maryland.

AFFIDAVIT

STATE OF MARYLAND

(COUNTY) ~~(CITY)~~ OF Baltimore, to wit:

I, NICHOLAS GRANDE, hereby certify that I am Trustee on a number of deeds of trust securing Military Service Savings and Loan Association, Inc. for money it loaned on various properties; that inasmuch as the said Association was placed into receivership by the Circuit Court for Montgomery County, Maryland, on November 2, 1961, I hereby consent and agree to have any Court of competent jurisdiction, upon proper application being made thereto, remove me as a Trustee and to appoint a new or substitute trustee in my place and stead, with all the title, rights and powers which I had as Trustee under any or all of the abovementioned deeds of trust.

Nicholas Grande (SEAL)
Nicholas Grande

SUBSCRIBED AND SWORN TO before me this 6th day of June, 1962.

Thomas M. Talmage
Notary Public

My commission expires:
May 6, 1963

FILED
1962 JUL -2 AM 10:40

16

AFFIDAVIT

MARYLAND
~~DISTRICT OF COLUMBIA~~, to wit:

I, ERIC SMITH, hereby certify that I am Trustee on a number of deeds of trust securing Military Service Savings and Loan Association, Inc. for money it loaned on various properties; that inasmuch as the said Association was placed into receivership by the Circuit Court for Montgomery County, Maryland, on November 2, 1961, I hereby consent and agree to have any Court of competent jurisdiction, upon proper application being made thereto, remove me as Trustee and to appoint a new or substitute trustee in my place and stead, with all the title, rights and powers which I had as Trustee under any or all of the abovementioned deeds of trust.

Eric Smith (SEAL)

SUBSCRIBED AND SWORN TO before me this 30 day of June, 1964.

Notary Public

My commission expires: 5/3/65

FILED
1964 JUL -2 AM 10:49

17

Lot 132

LIBER 160 PAGE 376

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
		No. 1647 Equity

PETITION TO NAME SUBSTITUTE TRUSTEE
TO ACT UNDER DEED OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., respectfully represents:

1. That by an Order of the Circuit Court for Montgomery County, Maryland, dated November 2, 1961, in the case entitled "Ex Parte in the matter of Military Service Savings and Loan Association, Inc.", being known as Equity No. 24,848, Earl A. Nash was appointed Receiver for Military Service Savings and Loan Association, Inc., said Order being in full force and effect;

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

3. That said deed of trust being in default, your Petitioner was granted authority to foreclose said deed of trust by Order of the Circuit Court for Montgomery County, Maryland, dated March 19, 1964.

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1964 JUL -2 AM 10: 48

18

4. That the Trustees named in said deed of trust were employees, agents or officers of said Association prior to the receivership; that your Petitioner desires that a trustee or trustees of his choosing be appointed to carry out the powers, duties and obligations created by said trust.

WHEREFORE, YOUR PETITIONER PRAYS:

1. That this Court remove Eric Smith and Nicholas Grande as trustees, and name a substitute trustee, to be vested with all the title, power and authority that was conveyed to and vested in said original trustees in said deed of trust.

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

And as in duty bound, etc.

Earl A. Nash

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

STATE OF MARYLAND
COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that on this 15th day of June, 1964, before the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and made oath in due form of law that the matters and things as set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

Marika L Obenstine

Notary Public

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
	*	No. 16447 Equity

ORDER OF COURT

The aforegoing Petition having been read and considered, and it appearing to the Court that it is in the best interest of the shareholders of Military Service Savings and Loan Association, Inc. that a trustee be substituted for those named in the deed of trust described in the aforegoing Petition, to carry out the powers, duties and obligations created by said deed of trust,

It is, thereupon, this 30th day of June, 1964, by the Circuit Court for Anne Arundel County, Maryland, ORDERED that Eric Smith and Nicholas Grande, original Trustees under the deed of trust described in the aforegoing Petition be, and they are hereby removed as trustees under said deed of trust; and

It is further ORDERED that Charles W. Woodward, Jr., be, and he is hereby, appointed Substitute Trustee in the place and stead of Eric Smith and Nicholas Grande, original trustees in the deed of trust described in the aforegoing Petition, and the said Substitute Trustee is vested with all the title, at law and in equity, and all the power and authority that was conveyed and vested in the said original trustees by said deed of trust.

George Sachse

Judge of the Circuit Court for
Anne Arundel County, Maryland

FILED

1964 JUL -2 AM 10: 48

A STOCK COMPANY — ESTABLISHED 1890

No. 16,447

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 16,447 Equity

LIBER 160 PAGE 379

BOOK 12 PAGE 460

KNOW ALL MEN BY THESE PRESENTS:

That we, Charles W. Woodward, Jr., of Rockville, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand ($10,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of July in the year of our Lord 1964

Whereas, the above bounden Charles W. Woodward, Jr.,

by virtue of the power contained in a ~~mortgage~~ deed of trust from The Grey Dawn Development Company, Inc.

to Eric Smith and Nicholas Grande, Trustees,

bearing date the 25th day of July, 1961 and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1516 Folio 355 and by virtue of his appointment as Substitute Trustee by Order of the Circuit Court for Anne Arundel County dated June 30, 1964.

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles W. Woodward, Jr.,

do and shall well and truly and faithfully perform the trust reposed in him under the ~~mortgage~~ deed of trust 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 Charles W. Woodward, Jr.

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Martha L. Obenstine

Charles W. Woodward (SEAL)
Charles W. Woodward, Jr.

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Beverly A. Moore
As to Surety

By Ridgy P. [illegible]
Attorney-in-Fact

MD3228a—500, 1-51 *129351*
Mortgagee's or Attorney's Bond

Bond approved this 21 day of July, 1964

Louis N. Phipps, Clerk

Filed July 21, 1964 9:30 a.m.

RIDGELY P. MELV JR.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

By Virtue of the power and authority contained in a Deed of Trust dated July 25, 1961, from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G. T.C. 1516, folio 351, and by virtue of the appointment of Charles W. Woodward, Jr., as Substitute Trustee by Order of the Circuit Court for Anne Arundel County dated June 30, 1964, in these proceedings, and at the request of the noteholder secured by said Deed of Trust, default having occurred in the terms and conditions thereof, the said Substitute Trustee named above will offer for sale, at public auction on

TUESDAY, JULY 21, 1964 AT 10:30 O'CLOCK A.M.

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District of Anne Arundel County:

Lot No. 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

This lot contains one (1) acre of ground more or less and is improved by a valuable dwelling.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and will be sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 380

No 16,447

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1964

We hereby certify, that the annexed

Trustee's Sale

The Grey Dawn Development Co., Inc. To Eric Smith and Nicholas Grande 10:30 A.M.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1964. The first insertion being made the 3rd day of July, 1964

THE CAPITAL-GAZETTE PRESS, INC.

FILED

JUL 22 PM 1:46

By H. Tilghman

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the seal.

Adjustment of state and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

CHARLES W. WOODWARD, Jr.
Substitute Trustee Jy-17

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

By virtue of the power and authority contained in a Deed of Trust dated July 25, 1961, from The Grey Dawn Development Company, Inc., to Eric Smith and Nicholas Grande, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1516, folio 355, and by virtue of the appointment of Charles W. Woodward, Jr., as Substitute Trustee by Order of the Circuit Court for Anne Arundel County dated June 30, 1964, in these proceedings, and at the request of the noteholder secured by said Deed of Trust, default having occurred in the terms and conditions thereof, the said Substitute Trustee named above will offer for sale, at public auction on

Tuesday, July 21, 1964

AT 10:30 O'CLOCK A.M.

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District of Anne Arundel County:

Lot No. 132, as hown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

This lot ~~contains one (1) acre of ground more or less and~~ is improved by a valuable dwelling.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Associatiton, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and will be sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payabe in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

Charles W. Woodward, Jr.
Substitute Trustee.

FILED

1964 JUL 24 AM 10:07

23

LIBER 160 PAGE 383

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16447 EQUITY
	*	

MEMORANDUM OF SALE

I hereby certify that I have this 21st day of July, 1964, sold the within described property at public auction in accordance with the annexed advertisement to the following purchaser(s) for the sum of _____ Nine Thousand Seven Hundred Dollars ($ 9700.00), and I hereby further certify that said sale was fairly made:

C. Maurice Weidemeyer
Purchaser(s)
236 Main St.
Annapolis Md.
Address

George W. Scible, Auctioneer

I (we) C Maurice Weidemeyer hereby certify that I (we) have this 21st day of July 1964 purchased the within described property at public auction at and for the sum of Nine Thousand Seven Hundred Dollars ($ 9700.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof and as announced at the time of sale.

C. Maurice Weidemeyer

Purchaser(s)

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1964 JUL 24 AM 10:07

Lot 132

LIBER 160 PAGE 384

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,477 EQUITY
	*	

PURCHASER(S) AFFIDAVIT

Now comes C. Maurice Weidemeyer, purchaser(s) of the property sold herein, who, after being first duly sworn on oath, depose and say as follows:

1. That as purchaser(s) at the sale (he was) (~~they were~~) acting as agent for himself.

2. That others interested as principals in said purchase are none.

3. That (he has) (~~they have~~) not directly or indirectly discouraged anyone from bidding for said property.

C. Maurice Weidemeyer
Purchaser(s)

SUBSCRIBED AND SWORN TO before me this 21 day of July, 1964.

Ruth L. Lowing
Notary Public

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1964 JUL 24 AM 10:07

25

/ 72

LIBER 160 PAGE 385

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,447 EQUITY
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Charles W. Woodward, Jr., Substitute Trustee, appointed by a decree of this Court passed in the above entitled cause, dated June 30, 1964, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital," a daily newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Anne Arundel County Court House door, in the City of Annapolis, on the 21st day of July, 1964, at 10:30 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Substitute Trustee offered at public sale to the highest bidder the property mentioned in these proceedings, situated in Anne Arundel County, and described as follows: Lot No. 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, being one of those lots conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney,

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1964 JUL 24 AM 10:07

26

by a Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

And your said Substitute Trustee sold the above described property and improvements thereon to C. Maurice Weidemeyer for the sum of Nine Thousand Seven Hundred Dollars ($9,700.00), he being at that sum the highest bidder therefor.

TERMS OF SALE: The right to reject any and all bids on the day of sale was reserved.

The lot and improvements are subject to a first mortgage thereon from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, and were sold subject to the payment of a release fee of $2,750.00 plus interest to the date of settlement releasing said lot and improvements from said first mortgage.

A cash deposit or a certified check of $1,000.00 was required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of the sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be

forfeited and the property resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

Charles W. Woodward, Jr.
Substitute Trustee

AFFIDAVIT

STATE OF MARYLAND)
) ss
COUNTY OF MONTGOMERY)

I hereby certify that on this 23rd day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County aforesaid, personally appeared CHARLES W. WOODWARD, JR., Substitute Trustee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Charles W. Woodward, Jr.,
Affiant

Marika L. Obenschain
Notary Public

FILED

1964 JUL 24 AM 10:07

2 1

ORDER NISI

LIBER 160 PAGE 388

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,447 Equity

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Charles W. Woodward, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 9,700.00

Laura M. Phipps Clerk.

True Copy,

TEST: Clerk.

Ridgely P. Melvin, Jr., Atty. For: Evening Capital (July 28th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse JUDGE.

FILED

1964 SEP -1 PM 3:27

29

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,447 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

THE GREY DAWN DEVELOPMENT COMPANY, INC.

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Charles W. Woodward, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August, next.

The report states that the amount of sale was $9,700.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk A-18

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 389

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 26, 1964

We hereby certify, that the annexed Order Nisi Sale Eq. 16,447 Grey Dawn Development Company, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of August, 1964. The first insertion being made the 22th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1964 AUG 26 PM 2:15

No. E. C. 9509

30

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
	*	No. 16,447 Equity

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ridgely P. Melvin, Jr., attorney for Charles W. Woodward, Jr., Substitute Trustee, respectfully represents unto your Honors:

1. That he was employed by Charles W. Woodward, Jr., Substitute Trustee, to represent him in connection with the above mentioned foreclosure proceedings and all matters incident thereto including examination of title, preparation of advertisement of sale, attendance at sale and preparation of the report of sale.

WHEREFORE, your petitioner prays this Honorable Court to pass an order authorizing and directing the Court Auditor to allow him a reasonable fee for his services in the account to be stated by said Auditor.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Charles W. Woodward, Jr.,
Substitute Trustee

FILED
1965 JAN 27 PM 3:08

31

ORDER

Upon the foregoing Petition it is thereupon this _____ day of January, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Court Auditor be, and he is hereby, authorized and directed to allow the sum of $250.00 ~~Dollars~~ as attorney's fee to Ridgely P. Melvin, Jr. in the account to be stated by him in these proceedings.

_____
Judge

FILED
1965 JAN 27 PM 3:08

32

LIBER 160 PAGE 392

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,447 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
1965 FEB -1 PM 12: 34

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of February, 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 FEB 17 PM 12: 35

33

Dr. Mortgaged Real Estate of The Grey Dawn Development Co., Inc.

In Acct. with Charles W. Woodward, Jr., Substitute Trustee

						Cr.	
By	Amount of Sale as per Trustee's Report						
	of Sale filed			9,700	00		
By	Interest 6% on deferred payment,						
	$8,700.00 from 7/21/64 to 10/5/64			108	75		
By	Release fee for First Deed of Trust			3,248	34		
By	Adjustment, taxes from 7/21/64 to						
	12/31/64			112	57		
						13,169	66
To	Trustee for commission, viz	485	00				
To	Trustee for attorney fee, viz	250	00				
				735	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	43	00				
	Auditor, this account	45	00				
				98	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	95	07				
	Speer Publications Inc. - hand bills	17	00				
	Fidelity & Deposit Co. of Maryland - bond	40	00				
	George W. Scible, auctioneer's fee	35	00				
	1963 taxes and interest	265	94				
	1964 taxes	253	29				
				706	30		
To	Earl Nash, Receiver, release of First						
	Deed of Trust, as per advertisement of						
	sale	2,750	00				
	Interest 6% from 9/30/61 to 10/5/64	498	34				
				3,248	34		
To	Earl Nash, Receiver on account of Second						
	Deed of Trust	8,382	02				
				8,382	02		

					13,169	66
Balance due on Second Deed of Trust as						
per mortgage claim filed	18,128	02				
Interest 6% on principal balance						
$15,750.00 from 6/1/64 to 2/15/65	671	25				
	18,799	27				
Credit amount allowed above	8,382	02				
This amount subject to decree in personam	10,417	25				

LIBER 160 PAGE 395

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,448 EQUITY

* * *

Mr. Clerk:

Please docket the within suit, file the Mortgage, Statement of Mortgage Claim, certified copy of Order of Court appointing Receiver, certified copy of Petition for Leave to Foreclose Mortgage and Deeds of Trust and Order of Court thereon, and approve bond.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658
Attorney for Earl A. Nash, Receiver
for Military Service Savings
and Loan Association, Inc.

FILED

1964 JUL -2 AM 10: 48

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—10/1/58

BOOK 1490 PAGE 218

LIBER 160 PAGE 396

No. 16478 Recorded

THIS MORTGAGE, Made this 30th day of June

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

THE GREY DAWN DEVELOPMENT COMPANY, INC., a body corporate,

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

MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC., a / body corporate of the State of Maryland, Mortgagee, of the second part:

Whereas, the party of the first part stands justly and bona fide indebted unto the said party of the second part, in the full and just sum of Seventy-two thousand ($72,000.00), being part of the purchase price for the properties hereinafter described, which said principal sum of indebtedness, together with the interest to accrue thereon at the rate of six (6) per cent per annu, payable quarterly, the party of the first part covenants and agrees to repay unto the said party of the second part three (3) years from the date hereof; and

3417 74

Whereas, it was a condition precedent to the granting of said loan, to better secure the repayment thereof, together with the interest to accrue thereon, as and when the same shall become due and payable, these presents were executed,

Whereas, the said Mortgagor shall have the right and privilege of obtaining partial release of any lots at any time, from the said Mortgagee upon payment to the said Mortgagee on the basis of Two Thousand Seven Hundred Fifty and 00/100 ($2,750.00) Dollars per lot, plus interest to the date of said release or releases and interest to abate proportionately from the date of each prepayment so made on account.

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

does grant and convey unto the party of the second part, its successors ~~heirs~~ and assigns, in fee simple, all those lots or parcels of ground situate and lying in the Third Election District, Anne Arundel / County ~~aforesaid~~ and described as follows, to wit:—~~Beginning for~~

Being lots Nos. 70, 71, 72, 73, 74, 75, 76, 77, 81, 82, 83, 84, 85, 86, 87, 88, 106, 107, 108, 109, 110, 111, 112, 114, 115, 116, 117, 118, 119, 120, 129, 130, 131, and 132, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel

Being known and designated as a lot entitled Community Beach, containing 0.87 acres, more or less, on a plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the Plat Records of Anne Arundel County in Plat Book 30, folio 98.

Being known and designated as Lot C, containing 0.89 acres, more or less, on a plat entitled "Revised Plat Part of Beechwood on the Burley", which plat is filed among the Plat Records of Anne Arundel County in Plat Book 30, folio 98.

Being those lots of the property conveyed to The Grey Dawn Development Company, Inc. by Larry L. Lockhart, Attorney, by a Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED

1961 JUL -2 AM 10 [illegible]

LIBER 160 PAGE 397

BOOK 1490 PAGE 219

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

Provided, that if the said party of the first part ~~executors, administrators~~ or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Seventy-two thousand and 00/100 ($72,000.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on its part to be performed, then this Mortgage shall be void.

3

LIBER 160 PAGE 398 BOOK 1490 PAGE 220

And the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes the said Mortgagee, its successors ~~personal representatives~~ or assigns, or David J. Preller 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 and 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 Two Hundred Fifty ($250) 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, its / successors ~~heirs, personal representatives~~ or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said party of the first part, its successors, ~~executors, administrators~~ or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party of the first part covenants to pay when legally payable.

And the said party of the first part further covenants 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 Seventy-two thousand and 00/100 ($72,000.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its / successors ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the corporate ~~hand and seal~~ of the within Mortgagor, and the signature of its duly authorized official.

TEST:

Elizabeth M. Dodd
ELIZABETH M. DODD

THE GREY DAWN DEVELOPMENT COMPANY, INC.

By: Albert H. Smith [SEAL]
ALBERT H. SMITH, VICE PRESIDENT

..... [SEAL]

..... [SEAL]

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 30th day of June in the year one thousand nine hundred and sixty-one before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALBERT H. SMITH, VICE PRESIDENT of THE GREY DAWN DEVELOPMENT COMPANY, INC., the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage

4

to be his corporate ac At the same time also appeared M. RAY MICHAEL, PRESIDENT of MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC., 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.

ELIZABETH M. DODD NOTARY PUBLIC SALT HOTEL

700

Elizabeth M. Dodd
ELIZABETH M. DODD, Notary Public

Rec'd for record July 12, 1961 at 1:32 P.M.
Mailed to David J. Preller

For Pav. Rel. see Land Liber L.N.P. No. 162 ... 413 Rec. Dec. 31, 1962 at 11:5[illegible] A.M.

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. 1490 folio 218 one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 15th day of APRIL A. D., 1964

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

5

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	ANNE ARUNDEL COUNTY
	* * *	No. 16,347 Equity

AFFIDAVIT OF MORTGAGEE

STATE OF MARYLAND

COUNTY OF MONTGOMERY, to wit:

Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., does hereby certify that he is the successor mortgagee under a mortgage dated June 30, 1961, from The Grey Dawn Development Company, Inc., a body corporate, to Military Service Savings and Loan Association, Inc., a body corporate of the State of Maryland, recorded July 12, 1961, among the Land Records for Anne Arundel County, Maryland, in Liber G.T.C. 1490, folio 218; that Earl A. Nash was appointed Receiver for Military Service Savings and Loan Association, Inc. by an Order of the Circuit Court for Montgomery County, Maryland dated November 2, 1961, in the case entitled "Ex Parte in the matter of Military Service Savings and Loan Association, Inc.", being known as Equity No. 24848, said order being in full force and effect, and a copy of said Order being filed herewith and prayed to be taken as a part hereof; that the said mortgage is in default for non-payment of principal and interest due thereon; that the indebtedness remaining due and payable is as follows:

Balance due on principal	33,683.33
Interest at 6% from 9/30/61 through 4/30/64	5,220.92
Total principal and interest due through 4/30/64	38,904.25

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1964 JUL -2 AM 10: 48

Total principal and interest due through 4/30/64 (from preceding page) 38,904.25

Plus interest on principal amount at the rate of $5.61 per day from 5/1/64 to date of payment.

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

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for the State and County aforesaid, this 1st day of May, 1964.

Martha L. Obenchain
Notary Public

No. 16,448 Eq.

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

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

PETITION FOR LEAVE TO FORECLOSE MORTGAGE AND DEEDS OF TRUST

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

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

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

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

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

FILED
JUL -2 1962

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

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

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

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

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

WHEREFORE, YOUR PETITIONER PRAYS:

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

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

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

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

Earl A. Nash

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

Charles W. Woodward, Jr.

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

STATE OF MARYLAND LIBER 160 PAGE 405

COUNTY OF MONTGOMERY, to wit:

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

WITNESS my hand and Notarial seal.

Martha L. Trentine
Notary Public

ORDER OF COURT

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

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

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

11

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

Thomas W. Emerson

Ralph G. Caine

Judges of the Circuit Court for
Montgomery County, Maryland

State of Maryland, Montgomery County, to wit:-

I Hereby Certify that the foregoing is a full, true and correct copy of Petition and Order of Court authorizing Receiver to institute foreclosure proceedings &c. filed in No. 24848 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

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

Clayton K. Watkins

Clerk of the Circuit Court for
Montgomery County, Maryland

LIBER 160 PAGE 407

No 16448 Equity
Filed July 2, 1964 AM 10:48

EX PARTE

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

IN THE

CIRCUIT COURT
FOR
MONTGOMERY COUNTY

Equity No.: 24848

ORDER

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

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

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

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

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

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

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

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

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

Thomas M. Anderson
Ralph G. Shure
JUDGES

State of Maryland, Montgomery County, to wit:

I hereby certify that the foregoing is a full, true and correct copy of an Order to show cause and appointing Earl Nash, Receiver, &c., filed Nov. 2, 1961 in No. 24848 Equity, truly taken and copied from the record of proceedings in the Circuit Court for Montgomery County, Maryland, sitting as a Court of Equity, in the foregoing cause.

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

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

Clerk of the Circuit Court for
Montgomery County, Maryland.

A STOCK COMPANY — ESTABLISHED 1890

No. 16,448

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

LIBER 160 PAGE 410

BOOK 12 PAGE 461

KNOW ALL MEN BY THESE PRESENTS:

That we, Earl A. Nash

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand ($15,000.00)

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of July in the year of our Lord 1964

Whereas, the above bounden Earl A. Nash

by virtue of the power contained in a mortgage from The Grey Dawn Development Company, Inc.,

to Military Service Savings and Loan Association, Inc.,

bearing date the 30th day of June, 1961 and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber G.T.C. No. 1490 Folio 218 and by virtue of his appointment as Receiver for Military Service Savings and Loan Association, Inc., by Order of the Circuit Court for Montgomery County dated November 2, 1961,

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 Earl A. Nash

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 Earl A. Nash

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Charles W. Woodward

Earl A. Nash (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Beverly A. Moore *As to Surety*

By Rudy P. Miller *Attorney-in-Fact*

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

Bond approved this 21st day of July 1964

Filed July 21, 1964 9:30 A.M. Louis N. Phipps, Clerk

RIDGELY P. MELV JR.
212 Duke of Gloucester Street
Annapolis, Maryland
263-2658

Mortgagee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

By Virtue of the power and authority contained in a mortgage from he Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded July 12, 1961, among the Land Records of Anne Arundel County in Liber G.T.C. 1940, folio 218, as modified by an agreement between Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and The Grey Dawn Development Company, Inc., dated july 30, 1962, and recorded January 2, 1963, among the aforesaid Land Records in Liber L.N.P. 1624, follo 445; and by virtue of the appointment of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by Order of the Circuit Court for Montgomery County dated November 2, 1961, in proceedings in said Court entitled "Ex Parte in the matter of Military Service Savings and Loan Association, Inc., Equity No. 24848," and by virtue of an Order of Court in said proceedings dated March 19, 1964, default having occurred in the terms and conditions of said mortgage, the said Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., will offer for sale, at public auction on

TUESDAY, JULY 21, 1964 AT 10:45 O'CLOCK A.M.

No. 18

at the Circuit Court House door in the City of Annapolis, Anne Arundel County, the following described property lying in the Third Election District, Anne Arundel County:

Lots Nos. 70, 71, 72, 73, 74, 75, 76, 77, 81, 82, 83, 84, 85, 86, 87, 88, 106, 107, 108, 109, 110, 111, 112, 114, 115, 116, 117 and 119, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel being known and designated as a lot entitled Community Beach, containing 0.87 acres, more or less, on a plat entitled "Revised Plat Part of Beechwood on the Burley," which plat is filed among the Plat Records of Anne Arundel County in Plat Book 30, folio 98.

Being a part of the same property conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by Deed dated June 30, 1961, recorded July 12, 1961, among the Land Records of Anne Arundel County, in Liber G.T.C. 1490, folio 216.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 411

No. 16,448 Eq.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1964

We hereby certify, that the annexed Mortgagee's Sale The Grey Dawn Development Co., Inc. to Military Service Savings & Loan Assoc., Inc. 10:45 A.M.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of July, 1964. The first insertion being made the 3rd day of July, 1964.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1964 JUL 22 PM 1:45

By H. Tilghman

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

A cash deposit or a certified check of $3,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

EARL A. NASH,
RECEIVER FOR MILITARY SERVICE SAVINGS AND LOAN ASSOCIATION, INC. Jy-17

MORTGAGEE'S SALE

OF VALUABLE

Fee Simple Property

By virtue of the power and authority contained in a mortgage from The Grey Dawn Development Company, Inc., to Military Service Savings and Loan Association, Inc., dated June 30, 1961, and recorded July 12, 1961, among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 218, as modified by an agreement between Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., and The Gray Dawn Development Company, Inc., dated July 30, 1962, and recorded January 2, 1963, among the aforesaid Land Records in Liber L.N.P. 1624, folio 445; and by virtue of the appointment of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., by Order of the Circuit Court for Montgomery County dated November 2, 1961, in proceedings in said Court entitled "Ex Parte in the matter of Military Service Savings and Loan Association, Inc., Equity No. 24848," and by virtue of an Order of Court in said proceedings dated March 19, 1964, default having occurred in the terms and conditions of said mortgage, the said Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., will offer for sale, at public auction on

Tuesday, July 21, 1964

AT 10:45 O'CLOCK A.M.

at the Circuit Court House door in the city of Annapolis, Anne Arundel County, the following described property lying in the Third Election District, Anne Arundel County:

Lots Nos. 70, 71, 72, 73, 74, 75, 76, 77, 81, 82, 83, 84, 85, 86, 87, 88, 106, 107, 108, 109, 110, 111, 112, 114, 115, 116, 117 and 119, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel being known and designated as a lot entitlted Community Beach, containing 0.87 acre, more or less, on a plat entitled "Revised Plat Part of Beechwood on the Burley," which plat is filed among the Plat Records of Anne Arundel County in Plat Book 30, folio 98.

Being a part of the same property conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by Deed dated June 30, 1961, recorded July 12, 1961, among the Land Records of Anne Arundel County, in Liber G.T.C. 1490, folio 216.

TERMS OF SALE: The right to reject any and all bids on the day of sale is reserved.

A cash deposit or a certified check of $1,000.00 is required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

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

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1964 JUL 24 AM 10:08

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO 16,448 EQUITY
	*	

LIBER 160 PAGE 414

MEMORANDUM OF SALE

I hereby certify that I have this 21st day of July, 1964, sold the within described property at public auction in accordance with the annexed advertisement to the following purchaser(s) for the sum of Fourteen Thousand Five Hundred Dollars ($14,500), and I hereby further certify that said sale was fairly made:

Frank W. Wilde
Purchaser(s)
85 Defense Highway
Annapolis Md.
Address

George W. Scible, Auctioneer

I (we) Frank W. Wilde

hereby certify that I (we) have this 21st day of July 1964 purchased the within described property at public auction at and for the sum of Fourteen Thousand Five Hundred Dollars ($14,500.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof and as announced at the time of sale.

Frank W Wilde

Purchaser(s)

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1964 JUL 24 AM 10:08

LIBER 160 PAGE 415

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,448 EQUITY
	*	

PURCHASER(S) AFFIDAVIL

Now comes Frank W. Wilde, purchaser(s) of the property sold herein, who, after being first duly sworn on oath, depose and say as follows:

1. That as purchaser(s) at the sale (he was) (~~they were~~) acting as agent for Earl A. Nash, Receiver for Mikla, Service Savings and Loan Association, Inc.

2. That others interested as principals in said purchase are None

3. That (he has) (~~they have~~) not directly or indirectly discouraged anyone from bidding for said property.

Frank W. Wilde

Purchaser(s)

SUBSCRIBED AND SWORN TO before me this 21 day of July, 1964.

Notary Public

FILED

1964 JUL 24 AM 10:08

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THE GREY DAWN DEVELOPMENT COMPANY, INC.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO. 16,448 EQUITY
	*	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., appointed by Order of the Circuit Court for Montgomery County dated November 2, 1961, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Evening Capital," a daily newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Anne Arundel County Court House door, in the City of Annapolis, on the 21st day of July, 1964, at 10:45 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

The said Receiver offered at public sale to the highest bidder the property mentioned in these proccedings, situated in Anne Arundel County, and described as follows: Lots Nos. 70, 71, 72, 73, 74, 75, 76, 77, 81, 82, 83, 84, 85, 86, 87, 88, 106, 107, 108, 109, 110, 111, 112, 114, 115, 116, 117 and 119, as shown on a plat entitled "Plat 2, Addition to Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 25, folio 45, and also that piece or parcel being known and designated as

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1964 JUL 24 AM 10:07

a lot entitled Community Beach, containing 0.87 acre, more or less, on a plat entitled "Revised Plat Part of Beechwood on the Burley," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 98.

Being a part of the same property conveyed to The Grey Dawn Development Company, Inc., by Larry L. Lockhart, Attorney, by Deed dated June 30, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1490, folio 216.

And the said Receiver sold the above described property to Earl A. Nash, Receiver for Military Service Savings and Loan Association, Inc., for the sum of Fourteen Thousand Five Hundred Dollars ($14,500.00), he being at that sum the highest bidder therefor.

TERMS OF SALE: The right to reject any and all bids on the day of sale was reserved.

A cash deposit or a certified check of $3,000.00 was required of the purchaser at the time of sale, the balance of the purchase money being due and payable in cash, with interest at six per cent per annum from the date of sale to the date of payment, payable within ten (10) days after final ratification of sale.

Adjustment of State and County taxes and other public charges will be adjusted to date of sale. Title examination, conveyancing, State and Federal Revenue Stamps, recording charges, Notary fees and all other costs incident to settlement are to be paid by the purchaser.

Compliance with the terms of sale shall be made within ten (10) days after final ratification of the sale, or deposit shall be forfeited and the property resold at the risk and cost of the defaulting purchaser.

Respectfully submitted,

Earl A. Nash

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

v 3

AFFIDAVIT

STATE OF MARYLAND)
) ss
COUNTY OF MONTGOMERY)

I hereby certify that on this 23rd day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County aforesaid, personally appeared EARL A. NASH, Receiver for Military Service Savings and Loan Association, Inc., named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are ture to the best of his knowledge and belief, and that the sale therein reported was fairly made.

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

Martha L. Owenstine
Notary Public

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1964 JUL 24 AM 10:08

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ORDER NISI

LIBER 160 PAGE 419

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,448 Equity

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Earl A. Nash, Receiver

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $ 14,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Ridgely P. Melvin, Jr., Atty. For: Evening Capital (July 28th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 1964 that the sale made and reported by the Receiver 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 Receiver allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sadusc JUDGE.

FILED

1964 SEP -1 PM 3:26

25

LIBER 160 PAGE 420

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,448 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

THE GREY DAWN DEVELOPMENT COMPANY, INC.

Ordered, this 24th day of July, 1964, That the sale of the property in these proceedings mentioned made and reported by Earl A. Nash, Receiver BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

The report states that the amount of sale was $14,500.00.

LOUIS N. PHIPPS, Clerk

LOUIS N. PHIPPS, Clerk A-18

FILED

1964 AUG 26 PM 2:15

No. E. C. 9510

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 26, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,448

Grey Dawn Development Company, Inc.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of August, 1964. The first insertion being made the 28th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 160 PAGE 421

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THE GREY DAWN DEVELOPMENT COMPANY, INC.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,448 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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1965 FEB -11 PM 2:20

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of February, 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.

Lewis M. Phipps

Clerk

Per: Constance B. Talbert, deputy

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1965 FEB 17 AM 11:05

2)

2⁶

Dr. Mortgaged Real Estate of The Grey Dawn Development Co., Inc.

LIBER 160 PAGE 422

In Acct. with Earl A. Nash, Receiver

Cr.

By	Amount of Sale as per Receiver's Report of Sale filed			14,500	00		
By	Interest 6% on deferred payment, $11,500.00 from 7/21/64 to 9/2/64			82	41		
By	Adjustment, taxes from 7/21/64 to 12/31/64			139	62		
						14,722	03
To	Receiver for attorney fee, viz	250	00				
To	Receiver for commission, viz	465	00				
				715	00		
To	Receiver for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	38	00				
	Auditor, this account	45	00				
				93	00		
To	Receiver for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	106	89				
	Speer Publication Inc. - hand bills	17	00				
	Fidelity & Deposit Co. of Maryland-bond	60	00				
	George W. Scible, auctioneer's fee	65	00				
	photo-copy - mortgage	3	75				
	Taxes, 1962-1963 and 1964 plus interest and advertising costs	997	69				
				1,250	33		
To	Earl A. Nash, Receiver on account of mortgage claim	12,663	70				
				12,663	70		
						14,722	03
	Balance due on mortgage [illegible] as per mortgage claim filed	38,904	25				
	Interest 6% on principal balance $33,683.33 from 5/1/64 to 2/15/65	1,458	60				
		40,362	85				
	Credit amount allowed above	12,663	70				
	This amount subject to decree in personam	27,699	15				

LIBER 160 PAGE 423

LOUIS M STRAUSS, Assignee
Annapolis, Md

vs

F WOODROW JONES

DOLORES B JONES
1201 Sterling Drive
Annapolis, Md

Equity No. 16852

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL

COUNTY

Order to docket foreclosure , file, mortgage and mortgage Statement.

Mr. Clerk: Please docket above foreclosure proceedings and file original Mortgage and assignments therewith and mortgage statement.

Louis M Strauss
Assignee

MORTGAGE STATEMENT

To principal Amount of Mortgage debt mortgage dated June 19, 1962 recorded G.T.C. 1572 fol 95.....$10,000.00

Less principal payments 1,931.46
to October 15, 1964

Balance of Mortgage debt to October 15, 1964 $ $8068.54

State of Maryland
Anne Arundel County

I hereby certify that before me, a Notary Public of State and County aforesaid personally appeared Louis M Strauss Assignee, and made oath that the mortgage debt as above set out is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal this 18th December, 1964

Mildred F. Bean
Notary Public.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1964 DEC 18 AM 10:55

BOOK 1572 PAGE 95

LIBER 160 PAGE 424

MORTGAGE

THIS MORTGAGE, Made this 19th day of June, A. D. 19 62, by and between

F. WOODROW JONES and DOLORES D. JONES, his wife

of Anne Arundel County, in the state of Maryland hereinafter called he Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of TEN THOUSAND DOLLARS ($10,000.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagee their promissory note for said sum, payable ten years after date with interest thereon at the rate of four per centum (4%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of ONE HUNDRED ONE DOLLARS AND TWENTY-FIVE CENTS ($101.25), including interest at the rate aforesaid on the unpaid balance; the first of said payments being due and payable on or before the 19th day of July 1962; 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; and,

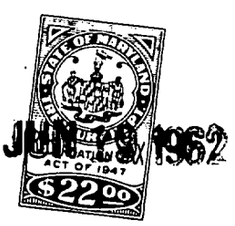
WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto; and,

WHEREAS, the Mortgagors, their heirs, personal representatives or assigns, covenant with the Mortgagee, its successors 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, for thirty (30) days or after default in the performance of any of the covenants contained herein for thirty (30) days.

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 Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lot No. 1201, Block B, as shown on Plat titled Colony Hills Club Estates, prepared by James D. Hicks, Surveyor, dated April, 1955 and recorded among the Plat Records of Anne Arundel County in Plat Book 27, Folio 12.

BEING the same property conveyed unto the within-named Mortgagors by Maude Basil Norton and John L. Norton, her husband, by deed dated July 24, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1316, Folio 119.



22.00

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1964 DEC 18 AM 10:55

LIBER 160 PAGE 425 BOOK 1572 PAGE 96

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

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

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

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

1. That he will pay all taxes, assessments, water rates and other governmenal or municipal charges, fire and hazard insurance premiums, fines, or impostions, 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 beat interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least **Ten Thousand** ---------- Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid 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.

5. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred --------- Dollars ($100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore, legal tender to be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

Dorothy P. McNew
Dorothy P. McNew, as to both

F. Woodrow Jones (SEAL)
F. Woodrow Jones

Dolores D. Jones (SEAL)
Dolores D. Jones

(SEAL)

BOOK 1572 PAGE 98

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 19th day of June, 19 62, before me, the subcriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. Woodrow Jones and Dolores D. Jones, his wife

the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney 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.

Dorothy P. McNew
Dorothy P. McNew, Notary Public

7.50

Rec'd for record June 19 1962 at 4:12 P.M.
Mailed to Wm. W. Townshend, Jr.

4

188389

FOR VALUE RECEIVED WE HEREBY ASSIGN THE WITHIN MORTGAGE AND DEBT THEREBY SECURED TO AND UNTO LOUIS M STRAUSS FOR THE PURPOSE OF FORECLOSURE.

Witness our hands and seals this 17th day of December, 1964

Witness: Mildred J. Dean

Herbert E Sadler (SEAL)
Herbert E Sadler

Gladys D Sadler (SEAL)
Gladys D Sadler

MORTGAGE

FROM: F. WOODROW JONES and DOLORES D. JONES, his wife

...TO...

The Annapolis Banking and Trust Company

Lot No. 1201, Block B, Colony Hills Club Estates, Sixth Election District of Anne Arundel County

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1962 JUN 19 PM 4:12
& RECORDED IN LIBER GTC NO 1572 FOLIO 95
GEO. T. CROMWELL, CLERK

WM. W. TOWNSHEND, JR.
Attorney
ANNAPOLIS, MD.

22.00 File in Equity 16,852

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 OCT 19 PM 2:27
& RECORDED IN LIBER LNP NO 1792 FOLIO 38
LOUIS N. PHIPPS, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 DEC 18 AM 11:36
& RECORDED IN LIBER LNP NO 1572 FOLIO 98
LOUIS N. PHIPPS, CLERK

Louis N. Strauss

FOR VALUE RECEIVED, The Annapolis Banking and Trust Company hereby assigns the foregoing mortgage and debt thereby secured to Herbert E. and Gladys D. Sadler this 15th day of October 1964, without recourse.

THE ANNAPOLIS BANKING AND TRUST COMPANY

By ______ C. N. Velonovsky

ATTEST: Emerson J. Wiley

198549

LIBER 160 PAGE 428

LOUIS M. STRAUSS, Atty.
Annapolis, Md.

ASSIGNEES SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a mortgage dated June 19, 1962., and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. No. 1572 folio 95., and subsequently assigned to and unto the undersigned among the

aforesaid Land records, (default having occurred thereunder) the undersigned assignee will sell at Public Auction on

JANUARY 27th, 1965
at 9:30 A.M.

on the premises said premises being all that Lot of Ground and improvements thereon known and designated as Lot No. 1201 Block B as shown on a Plat titled Colony Hills Club Estates, prepared by James D. Hicks, Surveyor dated April 1955 and recorded among the Plat Records of Anne Arundel County in Plat Book 27, folio 12, and being the same property conveyed to the Mortgagors of aforesaid Mortgage by Maude B. Norton and Husband by Deed dated July 24, 1959 and recorded among the Land records of Anne Arundel County in Liber G.T.C. 1316 folio 119. Said lot of Ground and Improvements being known and designated as No. 1201 Sterling Drive, Annapolis, Maryland, and is improved by a Frame dwelling with modern facilities 6 rooms-bath.

TERMS: Taxes, all public charges or assessments to be adjusted to day of sale. A cash deposit of $2500.00 will be required of the purchaser at the time and place of sale, balance of purchase price to bear interest from date of Sale to settlement. Costs of documentary stamps shall be borne by purchaser.

LOUIS M. STRAUSS
Assignee

Jan. 21

FILED
1965 JAN 22 AM 11: 14

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

THE STAR

GLEN BURNIE, MD., January 22, 19 65

THIS IS TO CERTIFY, that the annexed advertisement of
Assignees Sale

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 22nd day of January 1965, that is to say the same was inserted in the issues of January 7,14,21, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

LIBER 160 PAGE 429

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

BOOK 13 PAGE 27

Bond No. 460771

No. 16,852 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, LOUIS M. STRAUSS as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWELVE THOUSAND DOLLARS ----- ($12,000.00) ---------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of January , 19 65 .

WHEREAS by virtue of a power of sale contained in a Mortgage from F. Woodrow Jones and Dolores D. Jones, his wife ---------- to The Annapolis Banking and Trust Company, Annapolis, Maryland ------ , bearing date on or about the 19th day of June 19 62 , the said Louis M. Strauss as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Louis M. Strauss as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

Louis M. Strauss (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 25th day of January 1965

Louis N. Rhyne, Clerk

FILED

LIBER 160 PAGE 430

LOUIS M STRAUSS, Assignee : Equity No

: In the

vs : Circuit Court for

F WOODROW JONES : Anne Arundel county

DOLORES B JONES : No. 16,852

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

PURCHASERS AFFIDAVIT

Mr. Clerk:
Please file, etc.

PURCHASER's Affidavit Equity No.

Louis M Strauss, Assignee ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ In the Circuit Court for Anne Arundel County

vs

F Woodrow Jones
Dolores B Jones

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.:

I HEREBY CERTIFY, That on this 27th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Herbert E Sadler Gladys D Sadler Purchasers at the foreclosure sale in this cause, and made oath in due form of law that they ~~is~~ the purchasers and purchased same as principals and not as an agent for anyone, and that they has not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said Report of Sale.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

x Herbert E Sadler
Gladys D. Sadler
Purchasers

Mildred F. Bean
Notary public

FILED
1965 JAN 27 AM 10:41

8

LIBER 160 PAGE 431

LOUIS M. STRAUSS, ASSIGNEE,	:	IN THE CIRCUIT COURT
vs.	:	FOR
F. WOODROW JONES and DOLORES D. JONES, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 16852

: : : : :

REPORT OF SALE

The report of Louis M. Strauss, Assignee of said mortgage, in these proceedings, respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all the other pre-requisites as required by Law, the Rules of this Court and the provisions of said mortgage filed in these proceedings, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Anne Arundel Star, a newspaper published in Anne Arunde. County, Maryland, for at least more than twenty (20) days as provided in said mortgage before the day of sale, he did pursuant to said Notice, attend the sale on the 27th day of January, 1965, at 9:30 A.M. and did then and there proceed to sell and did sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Ten Thousand Two Hundred (10,200.00) Dollars, to Herbert E. Sadler and Gladys D. Sadler, as tenants by the entirety.

Respectfully submitted,

Louis M. Strauss, Assignee of Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Assignee of said mortgage, and in the above Report of Sale, and he made oath in due form of law that the matters and facts stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Mildred F. Bean-Notary Public

FILED
1965 JAN 27 AM 10:41

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

9

ORDER NISI

LIBER 160 PAGE 432

LOUIS M. STRAUSS, ASSIGNEE

versus

F. WOODROW JONES AND

DOLORES D. JONES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,852 Equity

Ordered, this 27th day of January, 19 65, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

The report states that the amount of sale was $ 10,200.00

Louis M. Rhipps Clerk.

True Copy,

Louis M. Strauss, Atty.

TEST: Clerk.

FOR: THE STAR Feb. 4th Edition

(Final Order)

LOUIS M. STRAUSS, ASSIGNEE

versus

F. WOODROW JONES AND

DOLORES D. JONES, H IS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 1965 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED

1965 MAR 15 AM 11: 10

10

LIBER 160 PAGE 433

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

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

ORDER NISI

LOUIS M. STRAUSS,
ASSIGNEE
versus
F. WOODROW JONES AND
DOLORES D. JONES,
HIS WIFE
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 16,852 Equity

Ordered, this 27th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

The report states that the amount of sale was $10,200.00.

Louis N. Phipps
Clerk.

TEST:
Louis N. Phipps
Clerk.

True Copy,
Louis M. Strauss, Atty.

Feb. 25

OFFICE OF

THE STAR

GLEN BURNIE, MD., February 25, 1965

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 8th day of March 1965, that is to say the same was inserted in the issues of February 4, 11, 18, 25, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 FEB 26 AM 9:18

By Edith Greenwood

LIBER 160 PAGE 434

Equity 16,852
In the
Circuit Court
for
Anne Arundel
County

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 12th day of March, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Louis M Strauss, Assignee

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant

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

That the Defendant E Woodrow Jones is a Carpenter Now working in Alexandria, Virginia, and Dolores D. Jones is a Bank Teller at the Annapolis Banking Trust Company, Annapolis, Maryland.

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 12th day of MARCH, 1965.

ELLEN FRANCES BOETTCHER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Notarial Seal

Ellen Frances Boettcher

Notary Public.

My Commission will expire on: May 3, 1965

Filed,

FILED
1965 MAR 12 AM 10: 23

12

In the Case of

LOUIS M. STRAUSS, ASSIGNEE

VS.

F. WOODROW JONES, ET AL.

In the

Circuit Court

For

Anne Arundel County

No. 16,852 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.
March 24, 1965

John H. Hopkins, IV Auditor.

1965 MAR 24 AM 11:09 FILED

FINAL ORDER

ORDERED BY THE COURT, this 9th day of April, 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 M. Phipps

Clerk
Per: Alice E. Jankowski, deputy

FILED

1965 APR -9 PM 4:07

13

14

Dr. LOUIS M. STRAUSS, ASSIGNEE vs F. WOODROW JONES, ET AL. LIBER 160 PAGE 436

In Acct. with LOUIS M. STRAUSS, ASSIGNEE

			Cr.
1965, January 27			
Proceeds of sale	10,200 00	10,200 00	
			10,200 00
To Assignee for fee, viz:	100 00		
To Assignee for commissions, viz:	336 00	436 00	
To Assignee for Court Costs, viz:			
Plaintiffs Solicitors Appearance fee	10 00		
Clerk of Courts - court costs	28 00		
Auditor - stating this account	35 00	73 00	
To Assignee for expenses, viz:			
The Star - Advertising sale	38 25		
The Star - Order nisi, sale	17 00		
George W. Scible - Auctioneers fee	40 00		
Globe Indemnity Company - Bond premium	48 00		
L. N. Phipps, Clerk - recording assignment Mtge.	1 00		
Mildred F. Bean - Notary fees	1 50	145 75	
To Herbert E. Sadler & Gladys D. Sadler -			
Mortgage claim in full as filed	8,068 54		
Interest on principal balance of $8,068.54 from			
10/15/64 to 4/9/65 - 176 days @ 4%	155 56	8,224 10	
To F. Woodrow Jones & Dolores D. Jones,			
Mortgagors, this balance	1,321 15	1,321 15	
			10,200 00

PETITION FOR FORECLOSURE

THE FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

VS.

ALEXANDER XANTHOS and CHRISTINE XANTHOS

LIBER 160 PAGE 437

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,305 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 24th day of November A. D. 61 the defendants executed and delivered to the plaintiff a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 18,000.00 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 now in default.

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

And as in duty, &c.

Wm Edgar Byrd

Attorney for Plaintiff

FILED

1962 NOV 21 PM 1:47

LIBER 160 PAGE 438

APP. #: 6816

No. 15, 300 Equity

BOOK 1530 PAGE 474

PURCHASE MONEY

This Mortgage, Made this 24th day of November in the year one thousand nine hundred and sixty-one between Alexander Xanthos and ~~Helen~~ CHRISTINE Xanthos, his ~~wife~~ DAUGHTER of Anne Arundel County, State of Maryland, hereinafter sometimes called the Mortgagor; and The First Savings & Loan Association of Glen Burnie, Inc. ~~and~~

hereinafter sometimes called the Mortgagee.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagee in the full and just sum of Eighteen Thousand and 00/100-------- ($18,000.00) Dollars for money this day loaned by the said Mortgagee unto the said Mortgagor, the said Mortgagor herewith covenants and agrees to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of six per centum(6%) per annum in the following manner and time:

Principal and interest payable in monthly installments of $128.96 commencing on the first day of January, 1962 and continuing until the first day of December, 1981 at which time the entire balance of principal and accrued interest shall be due and payable. Said monthly installments to be applied first to interest and the balance to principal.

All sums aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public and private, at the office of the Mortgagee in Baltimore City, or at such other place, either within or without the said State, as the 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, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lots of ground being, lying and situate in the County of Anne Arundel in the State of Maryland, and described as follows, viz:

ALL those 2 lots known and designated as Lots Nos. 19 and 20, Section R as shown on a Revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2, Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR 5 folio 4, and which by survey of Edward V. Coovon and Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the Revised Plat of Bay Side Beach dated March 9, 1938 and running thence south 1 degrees 45 minutes east binding on the northeast side of Lake Drive 100 feet to Lot No. 21 Section R of said Plat; thence north 88 degrees 15 minutes east binding on said Lot 221.75 feet to the water of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to Lot No. 18, Section R on said Plat and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

FILED

1962 NOV 21 PM 1:48

BEING the same lots of ground which by deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Edward F. Dobihal, Assignee, unto the Mortgagors herein.

FOR VALUE RECEIVED AND WITH RECOURSE, The First Savings and Loan Association of Glen Burnie, Inc. hereby assigns the within and aforegoing mortgage and the debt secured thereby unto The Equitable Trust Company, its successors and assigns.

WITNESS, the corporate seal of The First Savings and Loan Association of Glen Burnie, Inc., Assignor and the signature of its President hereto this 24th day of November, 1961.

WITNESS:

J. Warren Eberhardt

J. Warren Eberhardt

THE FIRST SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, INC.

By: William E. Dixon (SEAL)

William E Dixon Vice-Pres

THE FIRST SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, Inc. MARYLAND CORPORATE SEAL

Recorded Dec. 13, 1961 at 7:16 P.M.

FOR VALUE RECEIVED AND WITHOUT RECOURSE, THE EQUITABLE TRUST COMPANY hereby assigns the within and aforegoing mortgage and the debt secured thereby unto THE FIRST SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, INC., its successors and assigns.

WITNESS, the corporate seal of THE EQUITABLE TRUST COMPANY, Assignor, and the signature of its Vice-President hereto this 20th day of November, 1962.

WITNESS:

William A. Davis

William A. Davis
Asst. Secretary - Asst. Treas.

THE EQUITABLE TRUST COMPANY

BY: C. F. Morrison (SEAL)

C. F. Morrison, Jr.
Vice-President

It is the intention and it is hereby agreed that any right, title, interest or estate, in the above described property acquired by the Mortgagor after date hereof shall be as fully embraced within the provisions hereof, and subject to the lien hereby created as if said right, title, interest or estate, was now owned by the Mortgagor and was so specifically described herein and conveyed hereby.

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

Also Together with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, equipment and accessories, breakfast nook furniture, which is attached to or affixed to the dwelling house, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry equipment and tubs, built in medicine cabinets, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units piping, tubing, and motors used in connection therewith, screens, screen doors and window shades all of which accessories and equipment are herewith declared to be by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

To Have and to Hold the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns forever in fee simple.

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 at the election of the Mortgagee.

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 Wm. E. Dixon, its duly authorized Attorney, after any

such default shall have occurred as aforesaid, to sell the hereby mortgaged property. And such sale may 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 *but such party may do so 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 or 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 a counsel fee of One Hundred Eight~~y~~ for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or its successors or assigns or to the Trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional 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 half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or its assigns, in the event that the mortgage debt shall be paid after any advertisement of 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, public dues, and charges the said Mortgagor covenants to pay when legally due, and upon payment thereof, *unless paid by the Mortgagee out of funds deposited with it by the Mortgagor,* to exhibit to the Mortgagee, its successors and assigns, the receipted bills therefor 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 Mortgagor.

And the said Mortgagor covenants to keep the improvements on the hereby mortgaged property insured against loss by fire, windstorm and such other hazards that the Mortgagee may from time to time require 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 insurance on said property to be so framed or endorsed as in case of fire and/or windstorm or other loss 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 event of any loss by fire, windstorm or other hazards, 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.

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, 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, windstorm or other hazard 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 and assigns, on demand, with interest thereon, and the same shall be a lien on the said premises and be secured 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:

Barbara Borkowski

BARBARA BORKOWSKI

Alexander Xanthos (SEAL)

Alexander Xanthos

(SEAL)

~~Helen~~ Xanthos

CHRISTINE

Christine Xanthos (SEAL)

(SEAL)

5

LIBER 160 PAGE 441

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

BOOK 1530 PAGE 477

I HEREBY CERTIFY, that on this 24th day of November, in the year one thousand nine hundred and sixty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Alexander Xanthos and ~~Helen Xanthos, his wife~~ CHRISTINE XANTHOS, HIS DAUGHTER the Mortgagors named in the foregoing Mortgage, and acknowledged the same to be their act.

And at the same time also appeared William E. Dixon, Agent of The First Savings & Loan Association of Glen Burnie, Inc. the within named Mortgagee, and acting for and on behalf of the said Mortgagee made oath in due form of law that the consideration therein set forth is true and bona fide and that he is agent of said body corporate, duly qualified to make this oath.

WITNESS my hand and Notarial Seal the day and year last above written.

1300

Barbara Borkowski
Notary Public.

BARBARA BORKOWSKI

Rec'd for record Dec. 13 1961 at 4:16 P.M.
Mailed to William E. Dixon

2

MORTGAGE

FROM

Alexander Xanthos and
Helen Xanthos, his wife

TO

The First Savings and Loan Association of Glen Burnie, Inc.

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

Cost of Record, $ ____

Office of
WILLIAM E. DIXON
Attorney-at-Law
210 N. Calvert Street
Baltimore 2, Md.

File in Equity

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1962 NOV 20 PM 2:39
No. 1530 FOLIO 477
LOUIS H. PHIPPS, CLERK

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

LIBER 160 PAGE 442

FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

vs.

ALEXANDER XANTHOS and CHRISTINE XANTHOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15305

Docket 20 **Folio** 384

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 WILLIAM EDGAR BYRD, President of the First Savings & Loan Association of Glen Burnie, Inc., a body corporate

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

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

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

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

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

William Edgar Byrd
William Edgar Byrd, *Affiant.* President

Subscribed and sworn to before me this 20th day of November 1962

Catherine K. Anderson
Catherine K. Anderson, *Notary Public*

CATHERINE K. ANDERSON NOTARY PUBLIC Anne Arundel County, Md.

FILED

1962 NOV 21 PM 1:48

6

LIBER 160 PAGE 443

STATEMENT OF MORTGAGE CLAIM

FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

vs.

ALEXANDER XANTHOS and CHRISTINE XANTHOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,305 Equity

STATEMENT OF MORTGAGE DEBT

THIS AMOUNT of mortgage debt under mortgage dated November 24, 1961	$18,000.00
LESS amount paid on principal	279.49
BALANCE due on principal	17,720.51
INTEREST from August 1, 1962 to December 1, 1962	350.40
	18,070.91
LESS credit expense account	196.14
	$17,874.77

THE FIRST SAVINGS and LOAN ASSOCIATION of GLENBURNIE, INC. CORPORATE SEAL MARYLAND

First Savings and Loan Association
of Glen Burnie, Inc.
By William Edgar Byrd
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.

I HEREBY CERTIFY, That on this 20th day of November in the year nineteen hundred and sixty-two, before me, a Notary of the State of Maryland, in and for said county, personally appeared William Edgar Byrd, President of the First Savings & Loan Association of Glen Burnie, Inc., a body corporate

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
1962 NOV 21 PM 1:48

As witness my hand and Notarial Seal

Catherine K. Anderson

Catherine K. Anderson—*Notary Public.*

CATHERINE K. ANDERSON NOTARY PUBLIC Anne Arundel County, Md.

LIBER 160 PAGE 444

DECREE FOR SALE OF MORTGAGE PREMISES

THE FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

vs.

ALEXANDER XANTHOS and CHRISTINE XANTHOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,305 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 21st day of November, in the year nineteen hundred and sixty-two, by the Circuit Court for Anne Arundel Co. **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM EDGAR BYRD 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 himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $18,500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $1500.00 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 him 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.

George Sacrise
Judge

FILED

1962 NOV 23 AM 11:50

WILLIAM EDGAR BYRD
SOLICITOR
402 Crain Highway, S.W.
Glen Burnie, Maryland

Trustee's Sale

Valuable Fee-Simple Property

LAKE DRIVE
BAY SIDE BEACH
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises,

Fri., Dec. 21, 1962
at 3:00 P.M.

All that lot of ground and improvements situated in Anne Arundel County, being known as all those 2 lots known and designated as Lots Nos. 19 and 20, Section R as shown on a revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2, Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR 5 folio 4, and which by survey of Edward V. Cooven and Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of 10 foot path shown on Section R on the Revised Plat of Bay Side Beach dated March 9, 1938 and running thence south 1 degrees 45 minutes east binding on the northeast side of Lake Drive 100 feet to Lot No. 21 Section R of said Plat; thence north 88 degrees 15 minutes east binding on said Lot 221.75 feet to the water of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to Lot No. 18, Section R on said Plat and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

Improved by a one and half story frame cottage facing the Bay.

This property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: A cash deposit of $1500.00 will be required of the purchaser at time and place of sale; balance in cash upon ratification of sale by the Circuit Court of Anne Arundel County 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. All conveyancing costs and costs of State and Federal documentary stamps to be borne by the purchaser.

Directions: Follow Fort Smallwood Road to Bayside Beach Road — turn right on Bayside Beach Road to Bayside Beach at Bayside Beach turn right to Lake Drive at Lake Drive turn right and go about half a mile to property, see sign of Xanthos on mail box.

WILLIAM EDGAR BYRD
Trustee
ALEX COOPER
Auctioneer

D-20

OFFICE O'

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 445

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1963

We hereby certify, that the annexed

Trustee's Sale
Bayside Beach Xanthos
15,305 Eq.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of December, 1962. The first insertion being made the 29th day of November, 1962.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1963 JAN -4 PM 2:38

By A. Leighmans

STATEMENT OF MORTGAGE CLAIM

THE FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

vs.

ALEXANDER XANTHOS, ET AL

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

15305 Equity

LIBER 160 PAGE 446

STATEMENT OF MORTGAGE DEBT

AMENDED STATEMENT OF MORTGAGE CLAIM

Mortgage Loan 11/24/1961	18,000.00
Paid on Account	890.00
Balance due on principal	17,110.00
Interest from 1/1/64 to 4/10/64 Date of Sale	285.53
	17,395.53
Expense Account Overpaid	46.39
Total Amount Due	17,441.92

THE FIRST SAVINGS & LOAN ASSOCIATION
OF GLEN BURNIE, INC.

BY: William E. Byrd
William E. Byrd- President

THE FIRST SAVINGS and LOAN ASSOCIATION of GLEN BURNIE, Inc. CORPORATE SEAL MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sec.

I HEREBY CERTIFY, That on this 7th day of April in the year nineteen hundred and sixty-four, before me, a Notary Public of the Anne Arundel County State of Maryland, in and for said ~~County~~, personally appeared William E. Byrd-President of The First Savings & Loan Association of Glen Burnie, 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 APR -8 PM 12:2

As witness my hand and Notarial Seal,

Catherine K. Anderson *Notary Public.*

CATHERINE K. ANDERSON NOTARY PUBLIC Anne Arundel County, Md.

10

Fidelity and Deposit Company

LIBER 160 PAGE 447 *HOME OFFICE* OF MARYLAND *BALTIMORE 3*

No. 15,305 Equity

BOOK 12 PAGE 383 77 96 318

KNOW ALL MEN BY THESE PRESENTS:

That we, William Edgar Byrd, 400 Southwest Crain Highway, Glen Burnie, 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 Eighteen Thousand and 00/100----------($18,000.00) 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 3rd day of April in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden William Edgar Byrd 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 First Savings and Loan Association of Glen Burnie, Inc.

vs:

Alexander Xanthor and Christine Xanthor

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William Edgar Byrd

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:

Catherine K. Anderson
CATHERINE K. ANDERSON

William Edgar Byrd (SEAL)
William Edgar Byrd

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney *As to Surety*

By Joseph C. McHugh
Joseph C. McHugh *Attorney-in-Fact*

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

FILED

1964 APR -8 PM 12:23

Bond approved this 8th day of April, 1964

Louis V. Phipps, Clerk

WILLIAM EDGAR BYRD,
Solicitor
400 Crain Highway, S.W.
Glen Burnie, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

LAKE DRIVE
BAY SIDE BEACH
ANNE ARUNDEL COUNTY

By virture of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises,

ON FRIDAY,
APRIL 10, 1964
AT 3:00 P.M.

All that lot of ground and improvements situated in Anne Arundel County being known as all those 2 lots known and designated as Lots Nos. 19 and 20, Section R as shown on a revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2, Bay Side Beach which Plat is recorded among the Plat Records of Anne Arundel County in Liber FSR 5, folio 4, and which by survey of Edward V. Cooven and Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the Revised Plat of Bay Side Beach dated March 9, 1938 and running thence south 1 degrees 45 minutes east binding on the northeast side of Lake Drive 100 feet to Lot No. 21 Section R of said Plat; thence north 88 degrees 15 minutes east binding on said Lot 221.75 feet to the water of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

No. M

Improved by a one and half story frame cottage facing the Bay.

This property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: A cash deposit of $1500.00 will be required of the purchaser at time and place of sale; balance in cash upon ratification of sale by the Circuit Court of Anne Arundel County 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. All costs of State and Federal documentary stamps to be borne by the purchaser.

WILLIAM EDGAR BYRD,
Trustee

ALEX. COOPER,
Auctioneer

A-9

OFFICE OF 761-0660

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 448

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 13, 1964

We hereby certify, that the annexed

Trustee's Sale
Lake Drive Bayside Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of April, 1964 The first insertion being made the 2nd day of March, 1964

FILED
1964 APR 13 PM 4:09

THE CAPITAL-GAZETTE PRESS, INC.

By H. Filgham

WILLIAM EDGA YRD,
Solicitor
400 Crain Highway, S.W.
Glen Burnie, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

LAKE DRIVE
BAY SIDE BEACH
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises,

ON FRIDAY, JUNE 5, 1964 AT 3:00 P.M.

All that lot of ground and improvements situated in Anne Arundel County being known as all those 2 lots known and designated as Lots Nos. 19 and 20, Section R as shown on a revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2, Bay Side Beach which Plat is recorded among the Plat records of Anne Arundel County in Liber FSR 5, folio 4, and which by survey of Edward V. Cooven and Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the Revised Plat of Bay Side Beach dated March 9, 1938 and running thence south 1 degrees 45 minutes east binding on the northeast side of Lake Drive 100 feet to Lot No. 21 Section R of said Plat; thence north 88 degrees 15 minutes east binding on said Lot 221.75 feet to the water of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

Improved by a one and half story frame cottage facing the Bay.

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

TERMS OF SALE: A cash deposit of $1500.00 will be required of the purchaser at time and place of sale; balance in cash upon ratificaton of sale by the Circuit Court of Anne Arundel County 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. All costs of State and Federal documentary stamps to be borne by the purchaser.

WILLIAM EDGAR BYRD
Trustee

ALEX COOPER
Auctioneer

Ju-4

OFFIC OF Santhof 15,385

Maryland Gazette

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

LIBER 160 PAGE 449

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1964

We hereby certify, that the annexed Trustee's Sale Lake Drive Bayside Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of June, 1964. The first insertion being made the 14th day of May, 1964.

FILED 1964 JUN -8 PM 1:42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 160 PAGE 450

First Savings & Loan Association of Glen Burnie

VS

Alex Xanthos

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

WILLIAM EDGAR BYRD,
Solicitor
400 Crain Highway, S.W.
Glen Burnie, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

LAKE DRIVE
BAY SIDE BEACH
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises,

ON FRIDAY, JUNE 5, 1964 AT 3:00 P.M.

All that lot of ground and improvements situated in Anne Arundel County being known as all those 2 lots known and designated as Lots Nos. 19 and 20, Section R as shown on a revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R on Plat No. 2, Bay Side Beach which Plat is recorded among the Plat records of Anne Arundel County in Liber FSR 5, folio 4, and which by survey of Edward V. Cooven and Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the Revised Plat of Bay Side Beach dated March 9, 1938 and running thence south 1 degrees 45 minutes east binding on the northeast side of Lake Drive 100 feet to Lot No. 21 Section R of said Plat; thence north 88 degrees 15 minutes east binding on said Lot 221.75 feet to the water of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

Improved by a one and half story frame cottage facing the Bay.

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

TERMS OF SALE: A cash deposit of $1500.00 will be required of the purchaser at time and place of sale; balance in cash upon ratificaton of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to date of settlement at 6 per cent per annum.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 5th day of June 1964, sold the property described in the attached advertisement of sale at and for the sum of $ 17500 to Michael W. Andrews he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 5th day of June 1964, purchased the property described in the attached advertisement of sale from William Edgar Byrd, Trustee, at and for the sum of $ 17500 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Michael W. Andrews

FILED

1964 JUN 11 AM 11:45

14

Taxes and all other public charges to be adjusted to date of sale. All costs of State and Federal documentary stamps to be borne by the purchaser.

WILLIAM EDGAR BYRD
Trustee

ALEX COOPER
Auctioneer

Ju-4

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 5th day of June, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Michael H. Andrews ~~[illegible]~~ purchased 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 Edward Dyas, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Michael H. Andrews (Agent) (SEAL) Alexander Cooper
Purchaser Notary Public

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE, MD.

Purchaser

FILED
1964 JUN 11 AM 11:45

E-123—1 M—2-62.

LIBER 1601 PAGE 452

REPORT OF SALE

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

First Savings & Loan Association of Glen Burnie, Inc.
VS.
Alexander Xanthos

No. 15,305 Equity

TO THE HONORABLE, THE JUDGES OF ~~THE CIRCUIT COURT FOR BALTIMORE~~ Anne Arundel COUNTY:

The Report of Sale of William Edgar Byrd Trustee appointed by the decree in the above entitled cause of said Court to make sale of the fee-simple property

in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 5th day of June, 1964, at 3 o'clock, P.M., attend on the premises and then and there sold unto Edward Dyas at and for the sum of seventeen thousand five hundred dollars all that lot of ground and improvements described in the advertisement attached hereto as part hereof, and said Trustee reports that said sale was fair and bone fide and for the best price he could obtain therefor. That the total amount of said sale was $17,500.00

William Edgar Byrd
Trustee.

ANNE ARUNDEL COUNTY,

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

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 the County of ~~Baltimore~~ Anne Arundel aforesaid, personally appeared William Edgar Byrd Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notary Seal.

FILED

1964 JUN 11 AM 11:41

Catherine K. Anderson-Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD. CATHERINE K. ANDERSON

16

WILLIAM EDGAR BYRD,
Solicitor
100 Crain Highway, S.W.
Glen Burnie, Maryland

Trustee's Sale

VALUABLE FEE-SIMPLE PROPERTY

LAKE DRIVE
BAY SIDE BEACH
ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at Public Auction on the premises,

**ON FRIDAY,
JUNE 5, 1964
AT 3:00 P.M.**

All that lot of ground and improvements situated in Anne Arundel County being known as all those 2 lots known and designated as Lots Nos. 19 and 20, Section R as shown on a revised Plat of Bay Side Beach dated March 9, 1938 and hereinbefore known and designated as Lots Nos. 19 and 20 in Section R, on Plat No. 2, Bay Side Beach which Plat is recorded among the Plat records of Anne Arundel County in Liber FSR 5, folio 4, and which by survey of Edward V. Cooven and Co. dated September 25, 1940 are found to be within the metes and bounds as follows: Beginning for the same on the northeast side of Lake Drive at the distance of 200 feet southeasterly from the southeast side of the 10 foot path shown on Section R on the Revised Plat of Bay Side Beach dated March 9, 1938 and running thence south 1 degrees 45 minutes east binding on the northeast side of Lake Drive 100 feet to Lot No. 21 Section R of said Plat; thence north 88 degrees 15 minutes east binding on said Lot 221.75 feet to the water of Chesapeake Bay; thence north 13 degrees 31 minutes west binding thereon 102.14 feet to lot No. 18, Section R on said Plat and thence south 88 degrees 15 minutes west binding on said Lot 201 feet to the place of beginning.

Improved by a one and half story frame cottage facing the Bay.

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

TERMS OF SALE: A cash deposit of $1500.00 will be required of the purchaser at time and place of sale; balance in cash upon ratificaton of sale by the Circuit Court of Anne Arundel County 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. All costs of State and Federal documentary stamps to be borne by the purchaser.

WILLIAM EDGAR BYRD
Trustee

ALEX COOPER
Auctioneer

Ju-4

ORDER NISI

LIBER 160 PAGE 454

FIRST SAVINGS & LOAN ASSOCIATION
OF GLEN BURNIE, INC.

versus

ALEXANDER XANTHOS and
CHRISTINE XANTHOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,305 Equity

Ordered, this 11th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by William Edgar Byrd, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of July next.

The report states that the amount of sale was $ 17,500.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

William Edgar Byrd, Attorney For: Maryland Gazette (June 18th Edition)

(Final Order)

FIRST SAVINGS & LOAN ASSOCIATION
OF GLEN BURNIE, INC.

versus

ALEXANDER XANTHOS and
CHRISTINE XANTHOS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of July, 1964 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1964 JUL 21 PM 2:17

17

LIBER 160 PAGE 455 STATEMENT OF MORTGAC CLAIM

THE FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

vs.

ALEXANDER XANTHOS, ET AL

DOCKET 20 FOLIO 394
CASE NO. 15306
FILED

IN THE

CIRCUIT COURT [redacted]

—OF—

BALTIMORE CITY

STATEMENT OF MORTGAGE DEBT

SECOND AMMENDED STATEMENT OF MORTGAGE CLAIM

Mortgage Loan 11/24/1961	18,000.00
Paid on Principal	890.00
	17,110.00
Interest to 8/1/64	951.03
	18,061.03

THE FIRST SAVINGS & LOAN ASSOCIATION
OF GLEN BURNIE, INC.

BY: William E Byrd
William E. Byrd, President

THE FIRST SAVINGS & LOAN ASSOCIATION of GLEN BURNIE, INC. CORPORATE SEAL MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 6th 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 William E. Byrd-President of The First Savings & Loan Association of Glen Burnie, Inc. the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Catherine K. Anderson
Notary Public.

CATHERINE K. ANDERSON NOTARY PUBLIC Anne Arundel County, Md.

FILED
1964 JUL -6 PM 2:05

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,305 Equity

FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

versus

ALEXANDER XANTHOS and CHRISTINE XANTHOS

Ordered, this 11th day of June, 1964, That the sale of the property in these proceedings mentioned made and reported by William Edgar Byrd, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of July next.

The report states that the amount of sale was $17,500.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-9

No. M. G. 6185

19

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 456

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,305

Alexander Xanthos

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of July, 1964. The first insertion being made the 18th day of June, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 JUL 15 PM 3:22

By A. Leighsman

LIBER 160 PAGE 457

THE FIRST SAVINGS & LOAN ASSOCIATION of GLEN BURNIE, INC.	:	IN THE
vs	:	CIRCUIT COURT
ALEXANDER XANTHOS, etal	:	for
	:	ANNE ARUNDEL COUNTY
	:	No-15,305

TO THE HONORABLE, the JUDGE OF SAID COURT:

The petition of WILLIAM EDGAR BYRD, the Trustee herein respectfully shows:

1st: That he was appointed Trustee herein by a degree of this Court to sell at public sale the property to located on Lake Drive, Bay Side Beach, under the terms of the mortgage filed herein.

2nd: That after having complied with the terms of said degree, your petitioner offered said property for sale by public aution on the premises on Friday, June 5, 1964 at 3 P. M., and sold the said property to Edward Dyas of and for the sum of $17,500.00 on account of which purchase price the purchaser made a deposit of $1500 at the time of said sale and agreed to pay the balance with interest upon the final ratification of said sale by this Court.

3rd: That your petitionor duly reported said sale made as aforesaid, and said sale was finally ratified by this Court on July 21, 1964.

4th: That your petitionor at various times said sale was finally ratified has requested said Edward Dyas, who resides at 120 Hatton Drive in Severna Park, Anne Arundel County to complete said purchase and pay the balance of said purchase price and accept a deed of said property, which he has ~~refused~~ failed to do more than a reasonable time has elapsed to complete said purchase.

Wherefore your petitioner prays this Court to order a re-sale of said property at the risk and cost of said purchaser.

And as in duty, etc.,

William Edgar Byrd
Trustee

FILED
1964 SEP 16 PM 3:47

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on day of October, 1962, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared WILLIAM EDGAR BYRD, the Trustee herein, and made oath that the matters herein stated are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Lucille C. Hall

My commission expires May 3, 1965

THE FIRST SAVINGS & LOAN ASSOCIATION of Glen BURNIE, INC.	:	IN THE
vs	:	CIRCUIT COURT
ALEXANDER XANTHOS, etal	:	for ANNE ARUNDEL COUNTY No. 15,305

O R D E R

It is on the aforegoing petition and affidavit on this 17th day of September 1964 by the Circuit Court for Anne Arundel County ORDERED that William Edgar Byrd, the Trustee herein be and he is hereby authorized and directed to resell the property mentioned in these proceedings in accordance with the terms of the original decree for the sale of the said property passed herein said re-sale to be at the risk and cost of Edward Dyas, unless cause to the contrary be shown by the said Edward Dyas, on and before the 9th day of October 1964 provided a copy of this petition and order be served on the said Edward Dyas, 120 Hatton Drive Severna Park, on and before the 24th day of September 1964.

George Jackee
Judge

FILED
1964 SEP 17 PM 3:07

21

In the Case of

THE FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

VS.

ALEXANDER XANTHOS and CHRISTINE XANTHOS

In the

Circuit Court

For

Anne Arundel County

No. 15,305 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
1965 MAR 24 AM 11:09

All of which is respectfully submitted.
March 24, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of April, 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 E. Jankowski, deputy

FILED
1965 APR -9 PM 4:07

22

Dr. THE FIRST SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, INC.

VS

ALEXANDER XANTHOS AND CHRISTINE XANTHOS

In Acct. with WILLIAM EDGAR BYRD, TRUSTEE

Cr.

1964, June 5.							
Proceeds of sale	17,500	00					
Interest on deferred payment of $16,000.00 from							
6/5/64 to 10/1/64	309	20	17,809	20			
Refund 1964 Taxes, adj. 6/5/64 to 12/31/64	204	45	204	45			
					18,013	65	
To Trustee for fee, viz:	180	00					
To Trustee for commissions, viz:	564	27	744	27			
To Trustee for Court Costs, viz:							
Plaintiffs Solicitors Appearance fee	10	00					
Clerk of Courts - court costs	35	50					
Auditor - stating this account	35	00	80	50			
To Trustee for expenses, viz:							
Capital-Gazette Press - Advertising sale	85	76					
Capital-Gazette Press - Order nisi, sale	15	00					
The Sunpapers - Advertising sale	104	40					
Alex Cooper Auctioneers, Inc. - Auctioneers fee	497	50					
Fidelity & Deposit Co. - Bond premium	72	00					
Catherine K. Anderson - Notary fees	3	00	777	66			
To The First Savings & Loan Association of Glen							
Burnie, Inc., this balance on account of claim filed	16,411	22	16,411	22			
					18,013	65	

Amount of Mortgage claim filed	18,061	03
Interest on principal balance of $17,110.00 from		
8/1/64 to 4/9/65 - 251 days @ 6%	706	30
	18,767	33
CREDIT - Amount allowed above	16,411	22
Balance Subject to Decree in Personam	2,356	11

LIBER 160 PAGE 462

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE WORSLEY	:	FOR
AND ELNORA WORSLEY, HIS WIFE,	:	ANNE ARUNDEL COUNTY
AND FREDERICK G. NEWCOMB	:	EQUITY NO. 16,908

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

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage in this foreclosure suit.

John S. Collins, Attorney,
Assignee of the Mortgage
22 Baltimore-Annapolis Blvd., N.E.
Glen Burnie, Maryland
SOuthfield 6-1877

FILED
1965 JAN -6 AM 9:09

MORTGAGE FEE—CITY OR COUNTY—Form 16.

NO STAMPS REQUIRED LIBER 160 PAGE 463

No. 16,908 Equity

BOOK 1458 PAGE 85

PURCHASE MONEY

THIS MORTGAGE, Made this 24th day of January

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

GEORGE WORSLEY and ELNORA WORSLEY and FREDERICK G. NEWCOMB

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

CHAS. H. STEFFEY MORTGAGE AND INSURANCE SERVICE, Inc., Mortgagee, of the second part:

Whereas, the said Mortgagee has this day loaned to said Mortgagors, the sum of TWO THOUSAND FIVE HUNDRED AND 00/100 ($2,500.00) DOLLARS, being the balance of the purchase money for the property herein described, which said sum the Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six (6%) per centum per annum, in the manner following:

By the payment of TWENTY-SEVEN and 76/100 ($27.76) DOLLARS on or before the 14th 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:

FIRST: To the payment of interest at the rate aforesaid.
SECOND: Towards the payment of the aforesaid principal sum.

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 heirs and assigns,

in fee simple, all that lot or parcel of ground situate and lying in the Third Election District, Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for the same at an iron pipe found at the beginning point of the conveyance from Irvin Alexander Hall and Asbury to Solomons Lodge No. 9, Good Templars, by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 51, folio 435, running from said beginning point so fixed with the lines of said conveyance reversely along the northeast side of the dirt road leading to Marley Creek, North 23 degrees West 165 feet to a pipe set at the beginning point of the conveyance from Henry S. Mancha to Samuel Howard by deed dated August 4, 1907, and recorded among the Land Records of Anne Arundel County in Liber GW 55, folio 468; thence leaving the road and continuing with the outlines of both conveyances reversely North 67 degrees East 264 feet to a pipe set; thence corssing said conveyance to Solomons Lodge No. 9, South 23 degrees East 150 feet to a pipe set in the South 67 degrees West 32 perch line of the conveyance from the Estate of William H. Hall to Sandy Hogan and Charlotte Hogan by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 38, folio 62; thence with part of said line which is the first line of the conveyance to Solomons Lodge No. 9, South 67 degrees West 264 feet to the place of beginning. Containing 1 acre and having the use in common of a 15 foot right of way running adjacent to and northwest of the last line of this description, said right of way to serve the 1 acre lying to the northeast of the herein described.

Being the southwest half of the above mentioned conveyance from Hall to Solomons Lodge No. 9 as surveyed by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in June 1960, and as shown on a plat to be recorded with deed dated February 21, 1961 from Roderick A. Kess, et al, to George Worsley and Eleanor Worsley and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

1965 JAN 9 AM 9:09

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 Mortgagee, its ~~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 Two Thousand Five Hundred and 00/100 ----------($2,500.00) dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

of the said Mortgagee , its ~~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 ~~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.

LIBER 160 PAGE 465

And the said Mortgagor s for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, 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 their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its ~~personal representatives~~ or assigns, or Eleanor A. Crawford, 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 part ies 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 part ies of the first part covenant to pay when legally payable and for the purpose of establishing a fund to assure said payments, the mortgagors shall pay to the Mortgagee, on the 24th day of each month, one-twelth of the yearly aggregate of such items. 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 Two Thousand Five Hundred and 00/100---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , its ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of said Mortgagors: BOOK 1458 PAGE 87

TEST:

H. WARREN CRAWFORD

George Worsley [SEAL]
GEORGE WORSLEY

Elnora Worsley [SEAL]
ELNORA WORSLEY

Frederick G. Newcomb [SEAL]
FREDERICK G. NEWCOMB

State of Maryland, , ss:

I Hereby Certify, that on this 24th day of January in the year one thousand nine hundred and sixty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared GEORGE WORSLEY and ELNORA WORSLEY and FREDERICK G. NEWCOMB the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared JOHN W. STEFFEY, President of Chas. H. Steffey Mortgage and Insurance Service, Inc. 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.

H. WARREN CRAWFORD
NOTARY PUBLIC
ANNE ARUNDEL CO.

H. WARREN CRAWFORD

Recd for record Jan. 24 1961 at 9:42 A.M.
Mailed to Eleanor A. Crawford

LIBER 160 PAGE 466

Date: December 28, 1964

ASSIGNMENT OF MORTGAGE

The within mortgage is hereby assigned to John S. Collins for the purpose of foreclosure.

WITNESS our hand and seal this 28th day of December, 1964.

TEST: 190318

Catherine H. Billingsley, Secretary

CHAS. H. STEFFEY MORTGAGE AND INSURANCE SERVICE, Inc.

BY: John W. Steffey (SEAL)

John W. Steffey, President

MORTGAGE

FROM

George Worsley and

Elnora Worsley, his wife.

TO

Chas. H. Steffey Mortgage & Insurance Service, Inc.

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded

in Liber No. Folio &c.,

Records of

and examined per

Cost of Record, $ Fl. 200, Clerk.

Eleanor A. Crawford
103 Grain Hwy., S.E.
Glen Burnie, Md.
Southfield 6-1478

RETURN TO: John S. Collins,
22 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland N.E.
21061

THE DAILY RECORD CO., BALTIMORE, MD.

1961 FEB 24 AM 9:42

No. 1458 FOLIO 85

GEO. W. ... CLERK

9

LIBER 160 PAGE 467

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE WORSLEY and ELNORA WORSLEY, His Wife AND FREDERICK G. NEWCOMB	:	FOR ANNE ARUNDEL COUNTY
	:	EQUITY NO. 16908

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

STATEMENT OF CLAIM

Advanced to Mortgage Loan		$ 2,500.00
Interest from the 24th day of February, 1961, to the 24th day of July, 1964	$ 454.73	
Interest from the 24th day of July, 1964, to the 28th day of December, 1964	46.21	500.94
		$ 3,000.94
Credit in escrow account	$ 40.68	
Principal and Interest paid to date	1,165.92	$ 1,206.60
Total amount due under Mortgage		$ 1,794.34

CHAS. H. STEFFEY MORTGAGE & INSURANCE SERVICE, INC.

BY: _____
John W. Steffey, President

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 30th day of December, 1964, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared John W. Steffey, President of Chas. H. Steffey Mortgage & Insurance Service, Inc., 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 Corporation.

WITNESS my hand and Notarial Seal.

Charles B. Pentz
Notary Public

CHARLES B. PENTZ

FILED
1965 JAN -6 AM 9:09

4

220568

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 160 PAGE 468

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

ROYAL-GLOBE INSURANCE

BOOK 13 PAGE 21

Bond No. 460764

Equity #16,908

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John S. Collins 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 Two Thousand Five Hundred and 00/100 Dollars ($2,500.00) - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of January, 19 65.

WHEREAS by virtue of a power of sale contained in a Mortgage from George Worsley and Elnora Worsley, his wife and Frederick G. Newcomb to Charles H. Steffey Mortgage and Insurance Service, Inc., bearing date on or about the 24 day of January 19 61, the said John S. Collins as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said John S. Collins as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

(SEAL)
John S. Collins 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 14th day of January, 1965

Louis N. Phipps Clerk

FILED

JAN 14 AM 10:51

7

JOHN S. COLLINS
ATTORNEY AT LAW
22 BALTIMORE-ANNAPOLIS
BLVD., N.E.
GLEN BURNIE, MARYLAND

ASSIGNEE'S SALE
OF
VALUABLE FEE
SIMPLE PROPERTY

One (1) acre of land, together with use in common of a 15 foot right-of-way for the said property, together with improvements.

Property located at Freetown Road, Third Election District of Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George Worsley and Elnora Worsley, His Wife, and Frederick G. Newcomb, dated January 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1458, folio 85 (default having occurred thereunder), the undersigned, attorney, assignee of the Mortgage, will sell at public auction, on the premises, on

FRIDAY, January 29, 1965
at 10:00 o'clock A.M.

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe found at the beginning point of the conveyance from Irvin Alexander Hall and Asbury to Solomons Lodge No. 9, Good Templars, by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 51, folio 435; running from said beginning point so fixed with the lines of said conveyance reversely along the northeast side of the dirt road leading to Marley Creek, North 23 degrees West 165 feet to a pipe set at the beginning point of the conveyance from Henry S. Mancha to Samuel Howard by deed dated August 4, 1907, and recorded among the Land Records of Anne Arundel County in Liber GW 55, folio 468; thence leaving the road and continuing with the outlines of both conveyances reversely North 67 degrees East 264 feet to a pipe set; thence crossing said conveyance to Solomons Lodge No. 9, South 23 degrees East 150 feet to a pipe set in the South 67 degrees West 32 perch line of the conveyance from the Estate of William H. Hall to Sandy Hogan and Charlotte Hogan by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 38, folio 62; thence with part of said line which is the first line of the conveyance to Solomons Lodge No. 9, South 67 degrees West 264 feet to the

8

LIBER 160 PAGE 469

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

No. 16,908 Equity

OFFICE OF

THE STAR

GLEN BURNIE, MD., January 28, 1965

THIS IS TO CERTIFY, that the annexed advertisement of
Assignee's Sale of Valuable Fee Simple Property

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 29th day of January 1965, that is to say the same was inserted in the issues of January 7,14,21,28, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 JAN 29 AM 11:58

By Edith Greenwood

place of beginning. Containing 1 acre and having the use in common of a 15 foot right of way running adjacent to and northwest of the last line of this description, said right of way to serve the 1 acre lying to the northeast of the herein described.

BEING the southwest half of the above mentioned conveyance from Hall to Solomons Lodge No. 9 as surveyed by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in June 1960, and as shown on a plat to be recorded with deed dated February 21, 1961, from Roderick A. Kess, et al, to George Worsley and Eleanor Worsley and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The property is improved by a one-story frame dwelling house. TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The cost for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

John S. Collins
Assignee
22 Baltimore-Annapolis Blvd.
N.E. Glen Burnie, Maryland
SOuthfield 6-1877

Robert H. Campbell
Auctioneer

Jan. 21

LIBER 160 PAGE 471

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE WORSLEY and ELNORA WORSLEY, His Wife AND FREDERICK G. NEWCOMB	:	FOR ANNE ARUNDEL COUNTY
	:	EQUITY NO. 16,908

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John S. Collins, Assignee named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power and authority contained in a mortgage from George Worsley and Elnora Worsley, His Wife, and Frederick G. Newcomb unto Chas. H. Steffey Mortgage & Insurance Service, Inc., dated January 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1458, folio 85; the John S. Collins, Assignee 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 Star, 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, described at public auction on the premises, located at Freetown Road, Third Election District of Anne Arundel County, Maryland, Friday, January 29, 1965 at 10:00 o'clock A.M., and then and there sold the said property to Chas. H. Steffey, Inc., at and for the sum of Five Hundred ($500.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

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

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9

and described as follows:

BEGINNING for the same at an iron pipe found at the beginning point of the conveyance from Irvin Alexander Hall and Asbury to Solomons Lodge No. 9, Good Templars, by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 51, folio 435; running from said beginning point so fixed with the lines of said conveyance reversely along the northeast side of the dirt road leading to Marley Creek, North 23 degrees West 165 feet to a pipe set at the beginning point of the conveyance from Henry S. Mancha to Samuel Howard by deed dated August 4, 1907, and recorded among the Land Records of Anne Arundel County in Liber GW 55, folio 468; thence leaving the road and continuing with the outlines of both conveyances reversely North 67 degrees East 264 feet to a pipe set; thence crossing said conveyance to Solomons Lodge No. 9, South 23 degrees East 150 feet to a pipe set in the South 67 degrees West 32 perch line of the conveyance from the Estate of William H. Hall to Sandy Hogan and Charlotte Hogan by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 38, folio 62; thence with part of said line which is the first line of the conveyance to Solomons Lodge No. 9, South 67 degrees West 264 feet to the place of beginning. Containing 1 acre and having the use in common of a 15 foot right of way running adjacent to and northwest of the last line of this description, said right of way to serve the 1 acre lying to the northeast of the herein described.

BEING the southwest half of the above mentioned conveyance from Hall to Solomons Lodge No. 9 as surveyed by J. R. McCrone, Jr., Inc., Registered Land Surveyors, in June 1960, and as shown on a plat to be recorded with deed dated February 21, 1961, from Roderick A. Kess, et al, to George Worsley and Eleanor Worsley and recorded or intended to be recorded among the Land Records of Anne

Arundel County immediately prior hereto.

The Property is improved by a one-story frame dwelling house.

AND the said Assignee further reports that he has received from the purchaser the sum of Five Hundred ($500.00) Dollars, both as deposit and as payment in full, as required by the terms of said sale, which are as follows:

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The cost for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

AND the said assignee further states that the said sale was fairly made to the highest bidder aforesaid.

John S. Collins, Assignee

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

I HEREBY CERTIFY, that on this 1st day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John S. Collins, Assignee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that sale was fairly made to the highest bidder therefor.

AS WITNESS my hand and Notarial Seal.

Nathaniel L. Parks, Notary Public

ORDER NISI

LIBER 160 PAGE 474

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE WORSLEY and ELNORA WORSLEY, his wife, and FREDERICK G. NEWCOMB

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,908 Equity

Ordered, this 3rd day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by John S. Collins, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March next.

The report states that the amount of sale was $ 500.00

[signature] Clerk.

True Copy,

John S. Collins, Atty.

TEST: The Star (for Feb. 11 edition) Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE WORSLEY and ELNORA WORSLEY, his wife, and FREDERICK G. NEWCOMB

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of March, 1965 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

[signature]

JUDGE.

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12

LIBER 160 PAGE 475

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

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

ORDER NISI

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 16,908 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE WORSLEY AND ELNORA WORSLEY, his wife, and FREDERICK G. NEWCOMB

Ordered, this 3rd day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by John S. Collins, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March next.

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

LOUIS N. PHIPPS, Clerk.

TEST: LOUIS N. PHIPPS, Clerk.

True Copy,
John S. Collins, Atty Mar 4

13

OFFICE OF

THE STAR

GLEN BURNIE, MD., March 4, 1965

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 15th day of March 1965, that is to say the same was inserted in the issues of February 11, 18, 25, March 4, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

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By Edith Greenwood

JOHN S. COLLINS
ATTORNEY AT LAW
22 BALTIMORE-ANNAPOLIS BLVD., N.E.
GLEN BURNIE, MARYLAND

ASSIGNEE'S SALE

OF

VALUABLE FEE SIMPLE PROPERTY

One (1) acre of land, together with use in common of a 15 feet right-of-way for the said property, together with improvements.

Property located at Freetown Road,
Third Election District of
Anne Arundel County, Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from George Wersley and Elnora Wersley, His Wife, and Frederick G. Newcomb, dated January 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber G. T.C. No. 1458, folio 85 (default having occurred thereunder), the undersigned, attorney, assignee of the Mortgage, will sell at public auction, on the premises, on

FRIDAY

January 29, 1965

at 10:00 o'clock A.M.

All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe found at the beginning point of the conveyance from Irvin Alexander Hall and Asbury to Solomons Lodge No. 9, Good Templars, by deed dated March 2, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 51, folio 435; running from said beginning point so fixed with the lines of said conveyance reversely along the northeast side of the dirt road leading to Marley Creek, North 22 degrees West 165 feet to a pipe set at the beginning point of the conveyance from Henry S. Mancha to Samuel Howard by deed dated

14

August 4, 1907, and recorded among the Land Records of Anne Arundel County in Liber GW 55, folio 468; thence leaving the road and continuing with the outlines of both conveyances reversely North 67 degrees East 264 feet to a pipe set; thence crossing said conveyance to Solomons Lodge No. 9, South 23 degrees East 150 feet to a pipe set in the South 67 degrees West 32 perch line of the conveyance from the Estate of William H. Hall to Sandy Hogan and Charlotte Hogan by deed dated March 3, 1904, and recorded among the Land Records of Anne Arundel County in Liber GW 38, folio 62; thence with part of said line which is the first line of the conveyance to Solomons Lodge No. 9, South 67 degrees West 264 feet to the place of beginning. Containing 1 acre and having the use in common of a 15 feet right of way running adjacent to and northwest of the last line of this description, said right of way to serve the 1 acre lying to the northeast of the herein described.

BEING the southwest half of the above mentioned conveyance from Hall to Solomons Lodge No. 9 as surveyed by J. B. McEvoy, Jr., Inc., Registered Land Surveyors, in June 1930, and as shown on a plat to be recorded with deed dated February 21, 1931, from Roderick A. Ross, et al, to George Worsley and Eleanor Worsley and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

The property is improved by a one-story frame dwelling house.

TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County

5

Sanitary Charge, if any, to be adjusted to day of sale. The cost for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

Robert H. Campbell
Auctioneer

John S. Collins
Assignee
22 Baltimore-Annapolis Blvd.
N.E. Glen Burnie, Maryland
SOuthfield 6-1677

AGREEMENT AND AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss

I HEREBY CERTIFY, that on this 29th day of January, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared H. Wane Campbell, 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 $ 500.00; a deposit of $ 500.00 made at the time and place of sale; and agrees 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 Chas H. Steffey Inc HIS Principal.

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. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

H. Wane Campbell
Robert H. Campbell, Auctioneer

(SEAL)
Notary Public

Chas H. Steffey Inc
Purchaser

ACCEPTED:

John S. Collins, Assignee

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17

LIBER 160 PAGE 480

In the Case of

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GEORGE WORSLEY AND
ELNORA WORSLEY, HIS WIFE AND
FREDERICK G. NEWCOMB
VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,908 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of April, 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 M. Phipps

Clerk
Per: Alice E. Jankowski, deputy

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19

Dr. Mortgaged Real Estate of George Worsley and
Elnora Worsley, his wife and
Frederick G. Newcomb

LIBER 160 PAGE 481

In Acct. with John S. Collins, Assignee

Cr.

By	Amount of sale as per Assignee's Report						
	of Sale filed			500	00		
						500	00
To	Assignee, for fee, viz	100	00				
To	Assignee, for commission, viz	33	00				
				133	00		
To	Assignee, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Assignee, for expenses						
	The Star - advertising & Nisi - sale	122	00				
	Globe Indemnity Co. - bond	10	00				
	Robert H. Campbell, auctioneer's fee	50	00				
	Adjustment taxes, 1/1/65 to 1/29/65	2	90	184	90		
To	Charles H. Steffey, Mortgage & Insurance						
	Service, Inc., Mortgagee on account of						
	mortgage claim filed	109	10				
				109	10		
						500	00
	Balance due on Mortgage as per claim						
	filed	1,794	34				
	Interest 6% thereon from 12/29/64 to						
	4/9/65	29	90				
		1,824	34				
	Credit amount allowed above	109	10				
	This amount subject to decree in personam	1,715	24				

LIBER 160 PAGE 482 No. 17,145 Equity

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Ex Parte:
In the Matter of the Trust
Estate under the Will of
Annie E. Clarke, Deceased

Equity 14048

DOCKET ENTRIES

1945, June 22	Petition to construe will and to assume jurisdiction fd.
1945, June 22	Waiver, filed.
1945, June 27th	Cert. copy of Inventory, fd.
1945, June 28th	Decree, fd.
1945, July 12th	Trustees' Bond approved, filed and recorded
1945, July 12th	Trustees' Report of sale on three improved building lots. " Colmor Manor" subdivision fd. Order Nisi passed and copy sent to Prince Georges Post for publication.
1945, Aug. 18	Publishers certificate fd.
1945, Aug. 18th	Order of Court to excute Trustees' Deed, fd.
1948, August 13th	Report of Sale fd. Order Nisi passed and copy delivered to J.N. Torvestad for publication in Pr. Geo. Post.
1948, Sept. 22nd	Trustees' Report of Sale of Lots 58-59 and S. ½ of 60 in Block 10 Riverdale Heights & Affdt. thereon fd. Order Nisi passed & copy sent to Prince George Post for Publication.
1948, Sept. 27th	Printers certificate, fd.
1948, Sept. 27th	Final Order on Sale of N. part of lot of Annie E. Clarke at Island View, Rhode River, near Mayo, A.A. Co. also So. part of said lot fd.
1948, Nov. 22nd	Order of Court ratifying sale fd.

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LIBER 160 PAGE 483

1949, Feb. 23rd	Report of Auditor, Accounts "A" "B" and "C" fd. Order Nisi passed and copy sent to Prince Georges Post for Publication
1949, March 28th	Printers Certificate fd.
1949, March 28th	Order of Court ratifying Auditors Report fd.

Torvestad attorney for Plaintiff

STATE OF MARYLAND-----County of Prince George's Sct:

I HEREBY CERTIFY that the aforegoing is a true copy of the docket entries in the above entitled case in the Circuit Court for Prince George's County and State of Maryland.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the Seal of the Circuit Court for Prince George's County, Maryland this 1st day of April, 1965

W. Waverly Webb

W. WAVERLY WEBB, CLERK

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND.
In Equity

Filed June 2, 19

Ex Parte:-

In the Matter of the Trust Estate :
Under the Will of:- :
: Equity No. 14048
ANNIE E. CLARKE, DECEASED :

aa Co. no 17,145 Equity

PETITION

To the Honorable, the Judges of said Court:-

The Petition of Mary A. Clarke respectfully shows to the Court:-

1. That she is a citizen of the United States, and of the State of Maryland, residing at 4003 Lawrence Street, Colmar Manor, Maryland.

And that being named trustee in the will of Annie E. Clarke, deceased, she brings this suit in her right as such trustee for the purpose of having this Honorable Court construe the will of Annie E. Clarke, deceased, and for the further purpose of having this Court assume jurisdiction over the trust in said Will and guide her in the administration of said trust.

2. That the late Annie E. Clarke, a citizen of the United States, and of the State of Maryland, and a long time resident at Colmar Manor, Prince George's County, Maryland, died at her home at Colmar Manor on June 11, 1944, seized and possessed of a small estate, real and personal; the personal estate, consisting of some cash, Victory bonds held jointly with Mary A. Clarke, of the total estimated value of about $1,870.00; and the real estate consisting of lands improved and unimproved of the total estimated value about $6,000.00 over and above existing encumbrances, located mostly in Prince George's County; and also some in Anne Arundel County and the State of Virginia; Appraised value including mortgages $9,500.00.

3. That being so seized and possessed the said Annie E. Clarke died as aforesaid leaving a Last Will and Testament, dated January 17th, 1942, which has been admitted to probate Court as her Last Will and Testament by Order of the Orphans' Court of Prince George's County, Maryland, dated June 27, 1944; a certified copy of which is filed herewith and marked Exhibit "Will", and is prayed to be taken and considered as a part of this petition.

4. That Raymond J. Shenk was named in said Will as Executor and Trustee of the last Will of Annie E. Clarke, but that he has waived his

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right to act as Executor and Trustee; that under said Will Mary A. Clarke is named to act as Executor and Trustee, if at any time it becomes impracticable for said Raymond J. Shenk to act as Executor or as Trestee.

5. That your Petitioner, named in said Will as Executrix and Trustee, as above mentioned, has been confirmed and appointed as such Executrix by the Orphans' Court of Prince George's County, Maryland, and has qualified therein by filing bond as required, and has taken charge of said personal estate and is now proceeding with her administration thereof in said Orphans' Court.

6. That under said Will your petitioner believes the purpose of the Testator was to maintain, conserve and manage the estate and to convert and to convert the real estate into money to the best advantage of the estate, and to invest and re-invest funds to the best interest of the estate, and to distribute the estate proceeds as soon after August 3, 1948, as practicable; and for said purpose named your petitioner as trustee, as will more fully appear in the wording of the paragraphs of said Will, to wit:-

"I devise and bequeath to Raymond J. Shenk all of the rest, residue and remainder of my estate of whatsoever nature and whatsoever situated, in Trust, to be handled, treated, held and disposed of in the manner hereinafter stipulated having in mind the nature of my estate and the impracticability of carrying out my wishes in the matter of distribution in any other way".

"I hereby direct the above mentioned Trustee to take complete custody and control of my estate both real and personal and mixed as early as possible after my demise and to convert the real estate into money in the manner and at a time and under conditions which will be most advantageous to the estate, in the sole discretion and judgment of the said Trustee, etc. "

"I hereby appoint and name Raymond J. Shenk as Executor and Trustee of this my last Will, and if at any time if becomes impracticable for the said Raymond J. Shenk to act as Executor or as Trustee, then it is my desire that Mary A. Clarke shall act as Executor and-or Trustee as the case may be."

7. That a large part of the real estate of decedent is improved, by dwellings, and is under rental to tenants, by the month and for other terms; and tha t the average rental from said properties is about $90.00; and it

4

is the duty of the Trustee to collect said rents and to invest and reinvest the same and use the same for the purposes of said Trust; and also to sell such real estate as may be necessary and to invest and reinvest the proceeds therefrom for the use and purpose of said Trust; and to maintain and keep in repair the buildings to preserve them and make them fit for use and sale to best advantage. And that in order to properly fulfill her duties as Trustee, and to accomplish the purpose of her trust, she wishes to have the guidance of the Court wherein she may have a record of the proceedings; and files an Inventory of said real estate, a certified copy of that filed in the Orphans' Court, for the better guidance and information of this Honorable Court.

The premises considered your Petitioner prays:-

1. That the Court will assume and take jurisdiction over the subject matter of this Petition, the real estate of the late Annie E. Clarke, and the residue of her personal estate when established; and over the trust over same set up in the Will of decent; and

2. That this Court will judicially construe the meaning of the Will of Annie E. Clarke, deceased; and especially insofar as it affects the duties and power of your petitioner as Trustee under said Will; and

3. That under the guidance and protection of this Court, this Trustee may be authorized to collect the rentals from real estate of decedent; and to sell the real estate as may be necessary; and to repair and preserve said real estate as may be necessary, and the buildings and improvements thereon; and to reinvest its proceeds from said real estate for the purpose of said trust; and to disburse as required under the Will; and

4. That this Court will fix the penalty of bond for the trustee in the premises in such amount as may be reasonable and necessary; and

5. That she may have all such other and further relief as the nature of this case may require.

And as duty, etc:-

Mary A. Clarke Exc'x and Trustee
Mary A. Clarke, Trustee

John N. Torvestad
John N. Torvestad
Attorney for Petitioner

LIBER 160 PAGE 487

STATE OF MARYLAND)
) SS.:
COUNTY OF PRINCE GEORGE'S)

I hereby certify that on this 14th day of June, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Prince George's County, personally appeared Mary A. Clarke, and made oath in due form of law that the matters and things set forth in the annexed Petition are true as therein set forth to the best of her knowledge and belief.

WITNESS my hand and official seal.

Mabel A. Tornestad
Notary Public, Maryland.

MABEL A. TORNESTAD NOTARY PUBLIC PRINCE GEORGE'S CO. MD.

6

LIBER 160 PAGE 488

BOOK 24 PAGE 406

LAST WILL AND TESTAMENT

I, ANNIE L. CLARKE, of Colmar Manor, Prince George's County, Maryland, being of sound mind, memory and understanding, do hereby make, publish and declare the following to be my last Will and Testament in manner and form as follows, hereby revoking all other wills and testamentary papers heretofore made by me.

1. I direct that all of my just debts and funeral expenses and expenses of administration be paid out of my estate as soon after my death as practicable.

I devise and bequeath to Raymond J. Shenk all of the rest, residue and remainder of my estate of whatsoever nature and whatsoever situated, in Trust, to be handled, treated, held and disposed of in the manner hereinafter stipulated having in mind the nature of my estate and the impracticability of carrying out my wishes in the matter of distribution in any other way.

I hereby direct the above mentioned Trustee to take complete custody and control of my estate both real, personal and mixed as early as possible after my demise and to convert the real estate into money in the manner and at a time and under conditions which will be most advantageous to the estate, in the sole discretion and judgment of the said Trustee, he being authorized and directed to rent the property or so much thereof as he may deem advisable and to refinance existing loans and mortgages against the property as may be proper in his judgment, and to collect all monies and proceeds from the property and from every other source and to pay out all necessary expenses for taxes, improvements, repairs, insurance, financing of mortgage against the property and any other expenses incident to his duties and to accumulate any and all amounts which may accrue over and above expenses and to retain any such accumulation of funds in a fund for distribution as hereinafter provided

Witness: Agnes S. Humphries

Witness: Agnes S. Humphries

Annie L. Clarke

for, and to invest and re-invest said funds for the benefit of my estate.

On August 3, 1948, the minor child known as Ruth Esther Rogers, who resides with me, will have reached her 21st birthday, and I hereby direct the Trustee to have completed , if practicable, the conversion of all of my real estate into money by the said date of August 3, 1948, so that from the total funds on hand it may be possible to carry out my wishes regarding the distribution of the estate.

I direct the Trustee to expend from my estate from time to time such sums as may be necessary in his judgment to adequately support, clothe, and educate the said Ruth Esther Rogers, until she reaches the age of twenty-one, the expenses for such purposes to be paid out by the Trustee in addition to and over and above the expenditures and bequests hereinbefore or hereinafter authorized; such expenditures to also include the bill which is owing to Gasch, the Undertaker, for funeral services which he rendered to my deceased daughter Mrs. Olive Bowler, which bill I direct my Executor or Trustee to pay.

On August 3, 1948, or as soon thereafter as it can be economically accomplished, I hereby direct the Trustee to distribute my estate as it is then constituted as follows:

Fifteen per cent to my son, John W. Clarke; Fifteen per cent to my daughter-in-law, Mary A. Clarke; Fifteen per cent to my son Charles Clarke; Fifteen per cent to my son Randolph Clarke; Fifteen per cent to my grand-daughter, Elizabeth Rogers; Fifteen per cent to Ruth Esther Rogers; Five per cent to my grandson, Elmer Bowler; and Five per cent to Rev. Charles Hulbert Rickman to be used in his sole discretion and judgment for the phase of Christian work where he feels it will do the most good. I have made no provision herein for my sister Clementine Button of Rehoboth Beach, Delaware, for the reason that I have given to her

during my lifetime the share which I would have other wise willed to her.

The share intended for the said Ruth Esther Rogers shall be paid to her over a period of five years in Twenty equal quarterly installments, from the year 1948 to the year 1952 inclusive.

It is my intention that in the event that said Ruth Esther Rogers should die before her 21st birthday as hereinabove set forth, or should die before receiving all of her share, then the share which has been set aside for her or the unexpended balance thereof shall be paid over to her child or children in equal shares, or if she has no living child or children, then to Rev. Charles Hulbert Rickman to be used according to his sole discretion and judgment in whatever Christian work he feels will do the most good but in case the said Rev. Charles Hulbert Rickman should be deceased at such time then the sum which would have gone to him under this paragraph, shall be given to the American Baptist Home Mission Society of New York City, New York, to be used by them in aiding needy ministers.

The Trustee is hereby authorized and directed to purchase clothes for my son Charles Clarke in such amounts as the Trustee deems advisable up to the maximum amount of $50.00 during each year, accounting from the date of my decease, up until the time of the distribution of my estate, which amounts shall be considered as advances on his distributive share, and deducted from his share before the final distribution. If such advances should exceed his distributive share, then it is my will that he shall retain such excess advances as an additional bequest, and is not to be collected back by my trustee. In the event that Charles Clarke is not living on August 3, 1948, then his share, or the unexpended balance thereof, shall go to his heirs who may be living on August 3, 1948, share and share alike.

Griffin .. Humphries
Witness:
Agnes S. Humphries

Annie L. Clarke

9

In the event that my son, John W. Clarke, shall have died before the said date of August 3, 1948, then this share shall go to his wife, Mary A. Clarke, if she is living at that time, and if neither John W. Clarke or the said Mary A. Clarke are living at the said time, then the share of my son, John W. Clarke, shall go to his heirs who may be living on August 3, 1948, share and share alike.

In the event that Mary A. Clarke, the wife of my son John W. Clarke, is not living on August 3, 1948, then her share shall go to my son, John W. Clarke, or in the event that neither Mary A. Clarke or my said son, John W. Clarke are living at the said time then the share intended for Mary A. Clarke shall go to her heirs who are living on August 3, 1948, share and share alike.

In the event my grandson Elmer Bowler is not living on August 3, 1948, then his share shall go to his heirs who may be living at such time, share and share alike.

In the event that my grand-daughter, Elizabeth Rogers is not living on August 3, 1948, then the share intended for her shall go to her father, Charles Rogers if living on August 3, 1948, and in the event both Elizabeth Rogers and her father, Charles Rogers, are deceased on August 3, 1948, then the share intended for Elizabeth Rogers shall go to her child or children in equal shares, or if she has no living child or children, then to Rev. Charles Hulbert Rickman, to be used according to his sole discretion and judgment in whatever phase of Christian work he feels will do the most good. In case the said Rev. Charles Hulbert Rickman is deceased at the time of distribution then the sum which would have gone to him under this paragraph shall be given to the American Baptist Home Mission Society of New York City, New York, to be used by them in aiding needy ministers.

Griffin A. Humphries
Witness: Agnes S. Humphries

Annie L. Clarke

10

I hereby appoint and name Raymond J. Shenk as Executor and Trustee of this my last Will, and if at any time it becomes impracticable for the said Raymond J. Shenk to act as Executor or as Trustee, then it is my desire that Mary A. Clarke shall act as Executor and-or Trustee as the case may be.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of January, 1942, to this my last Will and Testament contained on four sheets of legal cap paper on each of which I have written my name.

Annie E. Clarke (SEAL)
Testatrix

Griffin W. Humphries
Agnes S. Humphries
witness:

Signed, Sealed, Published and Acknowledged by the said Annie E. Clarke as and for her Last Will and Testament, in the presence of us, who in her presence, and at her request, and in the presence of each other, have subscribed our names hereunto as attesting witnesses thereof.

Griffin W. Humphries Name	10 Wilson Avenue Colmar Manor, Md. Brentwood, Md. P.O. Address
Agnes S. Humphries Name	10 Wilson Avenue Colmar Manor, Md. Brentwood, Md. P.O. Address

Annie E. Clarke

IN THE ORPHANS' COURT OF PRINCE GEORGE'S COUNTY, MD.

STATE OF MARYLAND - PRINCE GEORGE'S COUNTY, to-wit:

On the 20th day of June, 1944, came Raymond J. Shenk of Elkridge, Maryland and affirms that he does not know any Will or Codicil of Annie E. Clarke, late of Prince George's County, Maryland, deceased, other than the above instrument of writing and that he received the same from Mary A. Clarke, daughter in law of decedent on or about the 13th day of June, 1944,

And the Testatrix died on or about the 11th day of June, 1944.

Sworn to in open Court:

Raymond J. Shenk

Test:

Dorothy Dutrow
Deputy Register of Wills for
Prince George's County.

STATE OF MARYLAND-PRINCE GEORGE'S COUNTY, SS:

On the 20th day of June, 1944, came Griffin W. Humphries, one of the subscribing witnesses to the aforegoing last Will and Testament of Annie E. Clarke, late of Prince George's County, Maryland, deceased, and made oath in due form of law, that he did see the Testatrix sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of his apprehension, of sound and disposing mind, memory and understanding, and that he together with Agnes S. Humphries and subscribed his name as witness to this Will in her presence at her request, in the presence of each other.

Sworn to in open Court:

Griffin W. Humphries

Test:

Dorothy Dutrow
Deputy Register of Wills for
Prince George's County.

STATE OF MARYLAND - PRINCE GEORGE'S COUNTY, SS:

On the 21st day of June, 1944, came Agnes S. Humphries one of the subscribing witnesses to the aforegoing last Will and Testament of Annie E. Clarke, late of Prince George's County, Maryland, deceased, and made oath in due form of law, that she

12

did see the Testatrix sign and seal this will; that she heard her publish, pronounce and declare the same to be her last will and Testament; that at the time of her so doing she was to the best of her apprehension, of sound and disposing mind, memory and understanding, and that she together with Griffin W. Humphries subscribed her name as witness to this will in her presence at her request, in the presence of each other.

Sworn to in open Court:

Agnes S. Humphries

Test:

Mittie Bowling
Deputy Register of Wills for
Prince George's County.

TRUE COPY TEST:

Dorothy Dietrow
Deputy Register of Wills for
Prince George's County.

STATE OF MARYLAND, Prince George's County, to-wit:

STATE OF MARYLAND—To

Walter A. Shank

and Griffin W. Humphries

of Prince George's County. This is to authorize you jointly to appraise the

(SEAL)

Real
Goods ~~Chattels~~ and Personal Estate of

Annie E. Clarke

late of said County, deceased, so far as the same shall come to your sight and knowledge; each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an inventory of said ~~goods chattels~~ real and personal estate by you appraised in dollars and cents, and in the said inventory you are to set down in a column or columns, opposite to each ~~article the value thereof~~ piece or parcel the value thereof.

WITNESS, Millard Thorne, Esquire, Chief Justice of the Orphans' Court of Prince George's County, this 5th day of September, in the year of our Lord, one thousand nine hundred and forty-four.

Test:

Wm. E. Clifton
Register of Wills.

STATE OF MARYLAND—Prince George's County, Set:

On the 29th day of September in the year of our Lord, one thousand nine hundred and forty-four, came before the undersigned, a Notary Public ~~Justice of the Peace~~ for said county, the above named Walter A. Shank and Griffin W. Humphries and made oath on the Holy Evangely of Almighty God, that they would well and truly, without partiality or prejudice, value and appraise the ~~goods chattels~~ real and personal estate of Annie E. Clarke deceased, so far as the same should come to their sight and knowledge, and would in all respects perform their duty as appraisers, to the best of their skill and judgment.

(SEAL) Sworn before Mabel J. Torvestad, Notary Public ~~J.P.~~

dersigned, do hereby certify that the within, to which this is annexed, is a true and appraisement of all and singular the ~~goods chattels~~ real and personal estate of Annie E. Clarke, late of Prince George's County, deceased, which have come to our sight and knowledge, and that previous to making out the within inventory and appraisement, we severally took the oath prescribed by law, the certificate whereof will appear. As witness our hands and seals this 29th day of September, in the year of our Lord, one thousand nine hundred and forty-four.

Walter A. Shank [SEAL]

Griffin W. Humphries [SEAL]

14

Inventory of the Real Estate in the estate of Annie E. Clarke, late of Prince George's County, Maryland, deceased, appraised by us:

Lots 9 and 10 Block 12, Colmar Manor, Md.	$4750.50
Subject to mortgage	3188.87
Clear value	1561.63
Lots 29, 30, 31, Block 9, Colmar Manor, Md.	4250.00
Subject to mortgage	2224.03
Clear value	2025.97
Lots 58, 59, & S. 1/2 of 60, Block 10, Riverdale Heights, Maryland	200.00
One Lot situate and lying in 1st. District in Anne Arundel County, being a lot of ground 100 ft. widw with depth to roadway	2400.00
Total clear value of real estate	$6187.60

TRUE COPY TEST:

Deputy Register of Wills

Filed June 22, 1945.

LIBER 160 PAGE 497 BOOK 24 PAGE 412

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

IN THE MATTER OF THE ESTATE OF ANNIE E. CLARKE, Deceased:

WAIVER OF RIGHT TO ACT AS EXECUTOR AND OR TRUSTEE.

I, Raymond J. Shenk, named as Executor and--or--Trustee under the Will of Annie E. Clarke, deceased, do hereby declare that I do not wish to act as Executor and or Trustee in the Estate of Annie Clarke, deceased.

Raymond J. Shenk

Raymond J. Shenk

STATE OF MARYLAND)
) SS.:
COUNTY OF PRINCE GEORGE'S)

This is to certify that Mr. Raymond J. Shank, personally known to me, a Notary Public, in and for the State and County aforesaid, signed the above statement in my presence, this 15th day of June, 1945.

Mabel J. Torvestad

Mabel J. Torvestad, Notary, Md.

14

LIBER 160 PAGE 498

BOOK 24 PAGE 413

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND.
In Equity

Filed June 27 1945.
14048

Ex Parte:-

IN THE MATTER OF THE TRUST ESTATE)
UNDER THE WILL OF ANNIE E. CLARKE, Deceased) Equity No. ~~14,674~~

This cause coming on to be heard upon the Petition of the Trustee, Mary A. Clarke, and the Exhibit filed herewith, and being submitted, the proceedings were read and considered:-

It appears to the Court that at this time it does not appear necessary to make any particular construction of the Will; but the right to decree under "construction" prayer of the Bill, should it become necessary, is reserved to the Court:

It is thereupon this 28th day of June, 1945, by the Circuit Court for Prince George's County, Maryland, in Equity, Adjudged, Ordered and Decreed, that jurisdiction over the trust and trust estate set up and declared in the Will of Annie E. Clarke, deceased, in Mary A. Clarke, Trustee, named therein, be and the same is hereby assumed and taken by the Circuit Court for Prince George's County, Maryland; and that the Trustee named in the Will shall proceed with her powers and duties set forth in the Will; and before completing any sale, transfer or conveyence of real estate as provided in the Will she shall report the same to this Court and secure a ratification thereof; and the proceeds from any sale, transfer or conveyance she shall bring into the Court for the purpose of investment or re-investment fo the purpose fo the trust under the direction of this Court; and she is further authorized to keep the improvements on the real estate in repair under the direction of this Court. After the passing of the final Account in the personal estate in Orphans' Court, Prince George's County, Maryland, any sum shown remaining in the hands of the Executrix and belonging to her as Trustee shall be and become a part of the trust estate to be administered accordingly:

And it is further ordered that the Trustee execute a bond with surety to be approved by the Clerk of this Court in the penalty of $10,000.00, conditioned for the faithful performance of the trust reposed in her under the Will of Annie E. Clarke, deceased.

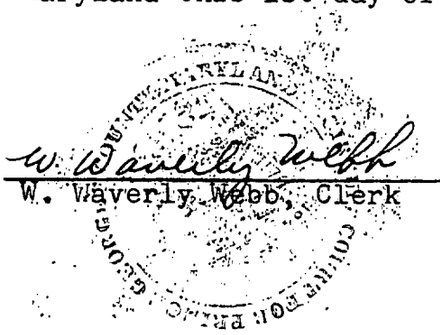
Charles C. Marbury
JUDGE.

17

STATE OF MARYLAND----County of Prince George's Sct:

I HEREBY CERTIFY that the aforegoing is a true copy of Petition and Exhibit, Copy of Inventory, Waiver of Right to Act as Executor and or Trustee, and Decree, as filed in Equity 14,048, in the Circuit Court for Prince George's County and State of Maryland.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the Seal of the Circuit Court for Prince George's County, Maryland this 1st day of April, 1965.



W. Waverly Webb, Clerk

LIBER 160 PAGE 500 BOOK 24 PAGE 421 No. 17145 Eq- (aaa)

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

In Equity

In the matter of the Trust Estate under the Will of:- ANNIE E. CLARKE, Deceased) Equity No. 14,048

FILED

AUG 13 1948

W. Waring, Wood. Clerk

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The report of sale of Mary A. Clarke, duly appointed trustee by the Will of Annie E. Clarke, deceased, and under decree of the Circuit Court for Prince George's County, Maryland, dated June 28th, 1945, and passed and filed in this Equity Cause, respectfully shows:-

That she has given Bond in the penalty of $10,000.00 with surity approved by the Clerk of this Court for various performances of the duties imposed upon her under the Will of the late Annie E. Clarke, deceased, a copy of which is filed herein, and under the Decree of this Honorable Court of June 28th, 1945, and filed in this cause; and has complied with any further requisites of her duties under this will and decree.

That under this will of the late Annie E. Clarke, aforesaid, this Trustee is empowered to sell the realestate of the estate of Annie E. Clarke, deceased; and with such power this trustee has elected to make such sales under the supervision of this Court; and that she has caused an appraisment of the real estate of the deceased to be made under the usual inventory filed in the administration of the decedent's estate of the Orphans' Court of Prince George's County, Maryland, and have caused a copy of said real estate inventory to be filed in this Honorable Court in this cause.

(1) That pursuant to her powers of sale aforesaid, this trustee respectfully reports that on or about September 19, 1946, she agreed to sell to Mrs. Ruth Brigham Bartilson, an improved lot described as follows, to wit: Certain premises described as Season Beach Cottage on Northerly part of Lot of Annie E. Clarke at Island View, Rhode River, near Mayo, Anne Arundel County,

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19

Maryland, for three thousand ($3,000.00) Dollars, all cash.

(2) That pursuant to her powers of sale aforesaid, this trustee respectfully reports that on or about June 1, 1947, she agreed to sell to John W. Clarke, an improved lot described as follows, to wit: Certain promises described as Season Beach Cottage on Southerly part of Lot os Annie E. Clarke at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland, for three thousand ($3,000.00) Dollars, all cash. Being all the same property Conveyed to Annie E. Clark, by Deed dated Nov. 26, 1936, in Liber F.A.M. 158-469.

And your Trustee files herewith memoranda or contracts of said sales.

And the trustee reports that the said sale was fairly made and for a fair consideration and she recommends that the sale be ratified by this Honorable Court; and,

As in duty, etc.,

Witness:

Mary A. Clarke (SEAL)
Mary A. Clarke, Trustee of the Estate of Annie E. Clarke, deceased.

Mabel J. Torvestad
Mabel J. Torvestad

STATE OF MARYLAND)
) SS.:
COUNTY OF PRINCE GEORGE'S)

I HEREBY CERTIFY, that on this ___ day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Prince George's County, Maryland, personally appeared Mary A. Clarke, the above named trustee, and she did make oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth; and further made oath that the said sale was fairly made.

WITNESS my hand and official seal.

Mabel J. Torvestad
Mabel J. Torvestad, Notary, Md.
My Commission expires May 2, 1949.

BOOK 24 PAGE 423 LIBER 160 PAGE 502

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

In Equity

In the Matter of the Trust Estate under the Will of:

Annie E. Clarke, deceased

Equity No. 14,048

FILED

AUG 13 1948

W. Waverly Webb, Clerk

ORDER NISI

ORDERED this 13th day of August, 1948, by the Circuit Court for Prince George's County, Maryland, that the sale of the real estate mentioned in these proceedings made and reported by Mary A. Clarke, Trustee under the Will of the late Annie E. Clarke, deceased, to: (1) Ruth Brigham Bartilson, and (2) John W. Clarke, those parcels of land known as (1) Certain premises described as Season Beach Cottage on Northerly part of Lot of Annie E. Clarke, at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland, and (2) Certain premises described as Season Beach Cottage on Southerly part of Lot of Annie E. Clarke at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland; Being the same properties conveyed to Annie E. Clarke, now Deceased, by deed dated November 26, 1936 and recorded in Liber F.A.M. 158, Folio 469, respectively, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 17th day of September, 1948, next, provided a copy of this Order be inserted in some Newspaper published in said County in each of three successive weeks before the 17th day of September, 1948, next.

The report states the amount of the sales to be $6,000.00 cash.

W. Waverly Webb

W. WAVERLY WEBB

Clerk of the Circuit Court for Prince George's County, Md.

~~True Copy Test:~~

~~W. Waverly Webb, Clerk.~~

21

BOOK 24 PAGE 424 LIBER 160 PAGE 503

CONTRACT OF SALE

THIS MEMORANDUM OF AGREEMENT, in duplicate, made and entered into on this 12th day of September, 1946, by and between Mary A. Clarke, Trustee under the Will of Annie E. Clarke, deceased, of Prince George's County, Maryland, party of the first part, and Mrs. Ruth Brigham Bartilson, of Prince George's County, Maryland, party of the second part, WITNESSETH:

1. Whereas said party of the first part is owner of those certain premises described as Season Beach Cottage on Northerly part of Lot of Annie E. Clarke at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland.

2. And, whereas, said second party is desirous of purchasing said property and said first party is willing to sell the same.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, to be by the parties hereto kept and performed, and the sum of Fifteen Hundred Dollars ($1,500.00) by the party of the second part paid to said party of the first part at the time of the signing of this contract by her, it is hereby agreed by and between the parties hereto.

3. That the total purchase price of said property shall be the sum of THREE THOUSAND DOLLARS ($3,000.00), on which shall be applied said payment of Fifteen Hundred Dollars ($1,500.00) above mentioned.

4. That the unpaid portion of said purchase price is payable by the party of the second part in monthly installments of not less than One Hundred Dollars ($100.00), payable on or before the 15th day of each month, beginning October 15, 1946.

5. That said party of the second part shall pay interest at the rate of six (6) percent per annum on any unpaid portion of the purchase price, said interest to be computed monthly and to be included in said monthly payment of One Hundred Dollars ($100.00), and any such unpaid portion of the purchase price shall begin to draw interest from the date hereof.

6. That said first party shall pay all taxes and assessments, including street assessments, if any, levied against said premises until passing of deed as hereinafter provided, but said second party shall reimburse said first party for all money so paid, upon being notified of payments so made, and upon having exhibited to her tax receipt evidencing such payments, if she so desires. Such reimbursement shall be paid with the monthly installments of purchase price paid next after payment of such taxes and assessments. Party of second part to keep property insured to extent of reasonable value. Conveyancing, title search,

2

survey, notary fees, including this agreement at cost of purchaser.

7. That the water supply system which is located on the property line, which supplies water for this and the adjoining property shall not be disturbed in any manner that shall diminish or harm the water supply now furnished the adjoining house, at any time hereafter.

That the entire unpaid balance of the purchase price remaining unpaid January 1, 1948, shall become due and payable in full as of that date with any interest due at the rate above mentioned. That upon the payment in full of the purchase price of the property as above mentioned plus interest accrued, and and reimbursements as hereinbefore provided, shall have been paid in full according to the terms of this contract, said first party shall convey in fee simple to said second party, or to any person or persons nominated by her, the said property described herein, the title so conveyed shall be free of incumbrances, subject only to any restrictions of record.

8. The property having been occupied by the purchaser herein it is hereby agreed and stipulated that purchaser pay herewith interest on the total purchase price of said property in the sum of $3000.00 at the rate of six (6%) percent per annum from January 1, 1946, todate hereof, and taxes for the year 1946, the receipt of said payments being hereby acknowledged by the said party of the second part.

9. Noncompliance by said second party, her heirs or assigns, with any or all of the terms and conditions of this agreement shall, at the option of said first party, work a forfeiture of all rights of said second party under this agreement, and any payments theretofore made by said second party hereunder shall be retained by said first party, as liquidated damages.

IN WITNESS WHEREOF, said Mary A. Clarke, Trustee under the Will of Annie E. Clarke, deceased, party of the first part, and Mrs. Ruth Brigham Bartilson, of the second part, have this day hereunto set their hands and seals.

Witness to signature:

Mabel J. Forrestal — Mary A. Clarke Trustee (SEAL)
Mary A. Clarke, Trustee under the Will of Annie E. Clarke, deceased

Mabel J. Forrestal — Ruth Brigham Bartilson (SEAL)
Mrs. Ruth Brigham Bartilson

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S) SS.:

Subscribed and sworn to before me a Notary Public in and for the State & County aforesaid, by Mary A. Clarke, Trustee and Mrs. Ruth Brigham Bartilson, this 12th day of September, 1946.

Mabel J. Forrestal
Mabel J. Forrestal, Notary, Md.

23

( ) BOOK 24 PAGE 426 ( )

J. N. TORVESTAD

Attorney at Law
REAL ESTATE, LOANS AND INSURANCE
1 PERSHING AVENUE
COLMAR, MANOR, MD.
WARFIELD 3213

LIBER 160 PAGE 505

$3,000.00 June 1, 1947

Received of John W. Clarke

a deposit of Five hundred ---------- Dollars,

to be applied as part payment in the purchase of Beach Cottage and Lot, said Lot being Southerly part of Lot of Annie E. Clarke at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland, in Square / Block, with improvements thereon, known as

Price of property Three Thousand ($3,000.00) Dollars.

Terms of sale $500.00 down payment represented by the deposit herewith, and the balance to be paid in full in cash upon final settlement, when title is found to be good,

Property sold free of incumbrance

Title to be a good record title (except as to the existing covenants, if any, running with the land) or deposit refunded, provided that it is possible to have said title corrected within a period mutually agreed upon.

The purchaser is required to make full settlement in accordance with the terms of sale within 60 days from this date, or as soon thereafter as report on title can be secured, or the deposit to be forfeited; it being agreed that one-half of the amount of the said forfeit deposit shall be paid to J. N. Torvestad, as compensation for his services.

In the event of forfeiture of deposit, the purchaser shall not be relieved of the responsibility to comply with the terms of sale. Vendor to execute the usual warranty deed.

Taxes, assessments, interest, rents, and insurance to be adjusted by calculation to date of transfer. Settlement to be made at the office of J. N. Torvestad.

Examination of title, conveyancing, recording and notary fees at the cost of purchaser.

This contract, when accepted by all parties, contains the final and entire agreement of sale between the parties hereto, and no party to this contract shall be bound by any term, condition, or representation, oral or written, not set forth herein.

This contract is made subject to approval by owner.

J. N. TORVESTAD

Accepted by John W. Clarke John W. Clarke, Purchaser.

Accepted by Mary A. Clarke, Owner.
Mary A. Clarke, executrix & Trustee for estate Mary A. Clarke, deceased.

24

BOOK 24 PAGE 430

PRINCE GEORGES

LIBER 160 PAGE 506

WA. 4016
HY. 0111

THE COMMUNITY NEWSPAPER FOR PRINCE GEORGES COUNTY

4623 BALTIMORE AVENUE, HYATTSVILLE, MARYLAND

FILED

SEP 27 1948

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY, MARYLAND

In Equity

In the Matter of the Trust Estate under the Will of:

Annie E. Clarke, deceased

Equity No. 14,043

Order Nisi

ORDERED this 13th day of August, 1948, by the Circuit Court for Prince George's County, Maryland, that the sale of the real estate mentioned in these proceedings made and reported by Mary A. Clarke, Trustee under the Will of the late Annie E. Clarke, deceased, to: (1) Ruth Brigham Bartilson, and (2) John W. Clarke, whose parcels of land known as (1) Certain premises described as Season Beach Cottage on Northerly part of Lot of Annie E. Clarke, at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland, and (2) Certain premises described as Season Beach Cottage on Southerly part of Lot of Annie E. Clarke at Island View, Rhode River, near Mayo, Anne Arundel County, Maryland; Being the same properties conveyed to Annie E. Clarke, now deceased, by deed dated November 26, 1936 and recorded in Liber F. A. M. 158, Folio 369, respectively, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 11th day of September, 1948, next, provided a copy of this Order be inserted in some newspaper published in said County in each of three successive weeks before the 11th day of September, 1948, next.

The report states the amount of the sales to be $6,000.00 cash.

(s) W. WAVERLY WEBB,
Clerk of the Circuit Court for
Prince George's County, Md.

True Copy—Test:
W. WAVERLY WEBB,
Clerk

8-19-4S-4t

Hyattsville, Md.

Sept. 22, 1948

This is to certify that the annexed

Order Nisi

was published in

THE PRINCE GEORGES POST

once a week for three

successive weeks before the

eleventh day of

September, 1948

the first insertion of the same having

been on the nineteenth

day of August, 1948

THE PRINCE GEORGES POST

George A. Aman

Business Manager

25

LIBER 160 PAGE 507

BOOK 24 PAGE 431

FILED

SEP 27 1948

W. Waverly Webb, Clerk

ORDER

Upon the Foregoing Petition, it is Ordered this 27th day of September, 1948, by the Circuit Court for Prince George's County, Maryland, in Equity, that the sale of Realestate described in the Report of S ale filed herein on the 13th day of August, 1948, be and the same hereby is finally ratified and approved, and that the above mentioned Trustee, Mary A.. Clarke, as Trustee under the Will of A nnie E. Clarke, Deceased, be and she hereby is authorized ~~authorized~~ to execute and deliver a deed of the premises described in the Contracts attached to the above Petition to Ruth Brigham Bartilson, and to John W . C larke, respectively, the said sales being duly ratified and approved.

Charles C Marbury
Judge

24

STATE OF MARYLAND----County of Prince George's Sct:

I HEREBY CERTIFY that the aforegoing is a true copy of Trustee's Report of Sale, Order Nisi, Contract of Sale, Printer's Certificate, and Order as filed in Equity 14,048 in the Circuit Court for Prince George's County and State of Maryland.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the Seal of the Circuit Court for Prince George's County, Maryland this 1st day of April, 1965.

W. Waverly Webb, Clerk

LIBER 160 PAGE 509

IN THE MATTER OF	*	IN THE CIRCUIT COURT
CHARLES W. STUHR	*	FOR
A Person Alleged to be Under Disability	*	ANNE ARUNDEL COUNTY
	*********	(In Equity)

No. 16,243 Equity

PETITION FOR THE APPOINTMENT OF A COMMITTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Charles E. Stuhr and Alvin M. Stuhr, sons and next friends of Charles W. Stuhr, a person alleged to be under disability, respectfully represents unto your Honor:

1. That Charles W. Stuhr, the person alleged to be under disability is a white male past 80 years of age, a resident of Anne Arundel County who has been confined for more than sixteen months in the Lake Drive Nursing Home, Eutaw Place and Whitelock Street, Baltimore, Maryland 21217.

2. That Charles E. Stuhr and Alvin M. Stuhr are the only children of Charles W. Stuhr and the sole heirs at law and next of kin of their father.

3. That the said Charles W. Stuhr is presently a patient in the Lake Drive Nursing Home aforementioned.

4. That the names and addresses of the closest relatives of Charles W. Stuhr are: Charles E. Stuhr, 3019 Parktowne Road, Baltimore, Maryland 21214 and Alvin M. Stuhr, 742 Yale Avenue, Baltimore, Maryland 21229.

5. In accordance with the Maryland Rules of Procedure, Rule 73(a) and (b) there are attached hereto two (2)

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Certificates marked Complainants' Exhibit "A" and "B" sworn to and subscribed respectively by two (2) medical doctors licensed to practice medicine in Maryland, one of whom has attended the person alleged to be under disability within ten (10) days before the filing of this Petition, namely, Dr. Louis V. Blum, 2310 Eutaw Place, Baltimore, Maryland 21217, and Dr. Harold H. Burns, 8106 Harford Road, Baltimore, Maryland 21214, said Certificates setting forth their opinion of the mental competency of the said Charles W. Stuhr and the cause, nature, extent and probable duration.

6. That the assets of the said Charles W. Stuhr consist of $78.00 per month received as Old Age Benefits, $25.26 per month received as a pension from the State of Maryland and 0.77 acre of improved real estate including his home, located on Tick Neck Road in Anne Arundel County from which rental income of $100.00 is being obtained.

7. That it would be detrimental to the mental and physical well being of the said Charles W. Stuhr should he be required to be brought into this Honorable Court on the day set forth in the writ of summons.

8. That these proceedings are necessary in order to continue the operation and management of the said Charles W. Stuhr's home, disbursement of funds for maintenance of the property and for his general welfare and medical expenses.

9. That the present mental condition of the said Charles W. Stuhr is such that he is unable to manage and control

his real property and personal estate and it is necessary for his protection that a committee be appointed to take charge of his property and estate.

WHEREFORE, your Petitioners, Charles E. Stuhr and Alvin M. Stuhr, pray this Honorable Court to pass an Order in accordance with Article 16 §135 of the Annotated Code of Maryland appointing them as committee to take charge and manage the property of the said Charles W. Stuhr, an incompetent, and granting such other and further relief as the circumstances of the case require, all subject to the continuing jurisdiction of this Court.

Charles E. Stuhr
Charles E. Stuhr

Frank Arnold
Frank Arnold

Alvin M. Stuhr
Alvin M. Stuhr

John K. Barbour, Jr.
John K. Barbour, Jr.
Solicitors for Petitioners
1310 Court Square Building
Baltimore, Maryland 21202
LE 9-2818

Petitioners

STATE OF MARYLAND :
to wit:
CITY OF BALTIMORE :

I HEREBY CERTIFY that on this 25th day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared CHARLES E. STUHR and ALVIN M. STUHR, the Petitioners named herein, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

John K. Barbour, Jr.
Notary Public

3

LIBER 160 PAGE 512

COMPLAINANT'S EXHIBIT "A"

CERTIFICATE

I, HAROLD H. BURNS, M.D., hereby certify that I am a resident of Baltimore County, State of Maryland, that I am a physician with offices located at 8106 Harford Road, Baltimore, Maryland 21234; that I am duly licensed to practice medicine in the State of Maryland and have practiced in this State for 24 years; that I examined Charles W. Stuhr at Lake Drive Nursing Home in Baltimore, Maryland; I further certify that the patient is of unsound mind, incapable of the government of himself and of the management of his property due to a serious mental disorder caused by ~~arteriosclerosis~~ cardio vascular disease.

and that the disability is incapacitating and of indefinite duration. That I last examined the said Charles W. Stuhr on 3-7-64, 1964. Because of the present mental and physical condition of the patient it would be to his best interests not to require his attendance at the hearing of a Petition of a Guardian.

Harold H Burns M D
Harold H. Burns, M.D.

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for Baltimore County this 16th day of March, 1964.

John K Barbour Jr
Notary Public

JOHN K. BARBOUR, JR. NOTARY PUBLIC Baltimore County, Md.

My Commission Expires
May 3, 1965.

FILED
1964 MAR 31 AM 8:54

4

COMPLAINANT'S EXHIBIT "B"

CERTIFICATE

I, LOUIS V. BLUM, M.D., hereby certify that I am a resident of Baltimore, State of Maryland, that I am a physician with offices located at 2310 Eutaw Place, Baltimore, Maryland 21217; that I am duly licensed to practice medicine in the State of Maryland and have practiced in this State for 23 years; that I examined Charles W. Stuhr at Lake Drive Nursing Home in Baltimore, Maryland; I further certify that the patient is of unsound mind, incapable of the government of himself and of the management of his property due to a serious mental disorder caused by Chronic Brain Syndrome due to Arteriosclerotic Cerebrovascular disease and that the disability is incapacitating and of indefinite duration. That I last examined the said Charles W. Stuhr on 3/25, 1964. Because of the present mental and physical condition of the patient it would be to his best interests not to require his attendance at the hearing of a Petition of a Guardian.

Louis V. Blum, M.D.

Louis V. Blum, M.D.

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for Baltimore County this 25th day of March, 1964.

Frank Arnold

Notary Public

FRANK ARNOLD NOTARY PUBLIC BALTIMORE CO. MD.

My Commission Expires
May 3, 1965.

FILED

1964 MAR 31 AM 8:5[illegible]

5

ORDER

Upon the aforegoing Petition, Affidavit and Certificates, it is this 1st day of April, 1964, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that Charles W. Stuhr, the person alleged to be under disability be summoned within ten (10) days from the date hereof and that within the same time a copy of the summons and the aforegoing Petition and Order be left with the Superintendent of Lake Drive Nursing Home, Eutaw Place and Whitelock Streets, Baltimore, Maryland, and it is

FURTHER ORDERED that the cause be set for a hearing on the 28th day of April, 1964, and that the appearance of said person alleged to be under disability be allowed at any time before or after the signing of a Decree herein, all subject to the further Order of this Court in the premises.

George Sachse
Judge

FILED

1964 APR -1 AM 10:17

ORDER

Upon the aforegoing Petition, Affidavit and Certificates, it is this 17 day of April, 1964, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that Charles W. Stuhr, the person alleged to be under disability be summoned within ten (10) days from the date hereof and that within the same time a copy of the summons and the aforegoing Petition and Order be left with the Superintendent of Lake Drive Nursing Home, Eutaw Place and Whitelock Streets, Baltimore, Maryland, and it is

FURTHER ORDERED that the cause be set for a hearing on the 28th day of April, 1964, and that the appearance of said person alleged to be under disablity be allowed at any time before or after the signing of a decree herein, all subject to the further Order of this Court in the premises.

George Sachse
Judge

APR 17 [illegible]

IN THE MATTER OF	*	IN THE CIRCUIT COURT
CHARLES W. STUHR	*	FOR
A Person Alleged to be	*	ANNE ARUNDEL COUNTY
Under Disability	*	(In Equity)

LIBER 160 PAGE 516

DECREE APPOINTING COMMITTEE
UNDER ARTICLE 16 §135
ANNOTATED CODE OF MARYLAND

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

It is thereupon this 30th day of April, 1964

ADJUDGED, ORDERED and DECREED by the Circuit Court for Anne Arundel County, in Equity, that Charles E. Stuhr and Alvin M. Stuhr be and they are hereby appointed Committee with full power and authority to care for and manage the property of the said Charles W. Stuhr, and upon proper order of this Court to expend cash for the support and maintenance of the said Charles W. Stuhr under the direction of this Court; but before the said Charles E. Stuhr and Alvin M. Stuhr shall proceed to act as such Committee they shall give a corporate bond to the State of Maryland in the penalty of $ 1000.00 ~~Dollars~~ with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such Committee.

O. Bowie Duckett
Judge

FILED
1964 APR 30 PM 1:00

8

LIBER 160 PAGE 517

IN THE MATTER OF	*	IN THE CIRCUIT COURT FOR
CHARLES W. STUHR,	*	ANNE ARUNDEL COUNTY (In Equity)
A Person Alleged To Be Under Disability	*	No. 16243

****

PETITION FOR THE SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of CHARLES E. STUHR and ALVIN M. STUHR, Committee of CHARLES W. STUHR, respectfully represent unto Your Honor:

1. That they were appointed Committee of Charles W. Stuhr by Order of this Honorable Court dated April 30, 1964, and have duly qualified by filing an approved bond.

2. That the aforesaid Charles W. Stuhr has been a patient in and confined to Lake Drive Nursing Home, Eutaw Place and Whitelock Street, Baltimore, Maryland 21217, for more than seventeen months.

3. That the assets of the said Charles W. Stuhr, consisting of $78.00 per month Old Age Benefits, $25.26 State of Maryland pension and $100.00 per month gross rental income from real property located in Anne Arundel County are insufficient to cover and defray the regular weekly expenses of said nursing home and medical expenses of said incompetent.

4. That the aforementioned real estate located on Tick Neck Road in the Third Election District of Anne Arundel County should be sold to obtain funds for the maintenance, support and medical expenses of the said incompetent.

FILED

1964 MAY 21 AM 10:01

9

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order authorizing them to sell the real estate of the said incompetent located on Tick Neck Road, in the Third Election District of Anne Arundel County, Maryland, upon such terms and conditions as the Court may direct.

AND as in duty bound, etc.

Charles E. Stuhr
Charles E. Stuhr

Frank Arnold
Frank Arnold

Alvin M. Stuhr
Alvin M. Stuhr

John K. Barbour, Jr.
John K. Barbour, Jr.
Solicitors for Committee
1310 Court Square Building
Baltimore, Maryland 21202
Le 9-2818

STATE OF MARYLAND :
to wit:
CITY OF BALTIMORE :

I HEREBY CERTIFY that on this 14th day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared CHARLES E. STUHR and ALVIN M. STUHR, Committee of CHARGLES W. STUHR, the Petitioners herein and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

John K. Barbour, Jr.
Notary Public

JOHN K. BARBOUR, JR. NOTARY PUBLIC Baltimore County, Md.

10

G 22086

LIBER 160 PAGE 519
BOOK 12 PAGE 414
No. 16,243 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Charles E. Stuhr and Alvin M. Stuhr - - - - - - - - - - - - - - , 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, or its certain attorneys, in the full and just sum of One Thousand Dollars ($1,000.00) , to the payment whereof well and truly to be made and done we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an Decree of the Circuit Court for Anne Arundel County, in Equity, dated April 30, 1964 , in a cause therein pending entitled "In the Matter of Charles W. Stuhr" No. 16,243 Equity, the above bounden Charles E. Stuhr and Alvin M. Stuhr were appointed Committee of the person and estate of the said incompetent upon their filing a bond in the penal sum of One Thousand Dollars ($1,000.00) , conditioned upon the faithful performance of the trust imposed upon them and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Charles E. Stuhr and Alvin M. Stuhr , shall faithfully perform the trust imposed upon them by said Decree , and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 21st day of May , 1964 .

WITNESS:

John H. Hopkins IV
Frost and Frost

Charles E. Stuhr (SEAL)
Charles E. Stuhr

Alvin M. Stuhr (SEAL)
Alvin M. Stuhr PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 21 day of May, 1964

Lewis M. Phipps, Clerk

FILED

1964 MAY 21 AM 10:01

11

IN THE MATTER OF	*	IN
CHARLES W. STUHR	*	THE CIRCUIT COURT
A Person Alleged to be	*	FOR
Under Disability	*	ANNE ARUNDEL COUNTY
	*	NO.16,243 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONER

July 7, 1964

Present:

Mr. Frank Arnold,)
) Solicitors for Petitioner
Mr. John K. Barbour, Jr.,)

Mr. Malcolm B. Smith, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Charles Elsworth Stuhr, pages 2 - 6.

Edward N. C. Bradley, pages 7 - 8.

William N. Baldwin, pages 9 - 10.

FILED
1964 JUL 30 AM 11:39

CHARLES ELSWORTH STUHR, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Barbour)

1 Mr. Stuhr, what is your name?

A My name is Charles Elsworth Stuhr.

2 You are the Charles E. Stuhr referred to in this Petition involving the sale of real estate of your father, Charles W. Stuhr?

A That's right.

3 Were you and your brother, Alvin M. Stuhr, appointed as Committee for your father, Charles W. Stuhr?

A That's right.

4 Now, where is your father, Charles W. Stuhr, now?

A He's at the Lake Drive Nursing Home.

5 Where is that?

A That's at Whitelock and Eutaw Place, Baltimore, Maryland.

6 How long has he been a patient there?

A This July the 15th will be two years.

7 Now, how old a man is your father?

A He's 85, he'll be 86 in March next year.

8 What assets does your father, Charles W. Stuhr, possess?

A Only that home in Riviera Beach, that's all he has left. He receives two pension checks, one for Seventy Eight Dollars a month --

9 Is that his old age benefits?

A That's his old age benefits.

10 Does he also receive a State of Maryland pension of Twenty Five Dollars?

A Twenty Five Dollars and Twenty Six Cents.

11 Now, the property that you referred to, where is that located?

A That's at 119 Riviera Drive, Riviera Beach, Maryland.

12 Is that the property we referred to located on Tickneck Road in the Third Election District of Anne Arundel County?

A That is right.

13 Is that property rented?

A It is now.

14 How much rental do you get from the property?

A One Hundred Dollars a month.

15 Have you had the property rented regularly since your father's been in the nursing home?

A No.

16 How much would you say that you have averaged net rental per year from that property?

A The past year we cleared Four Hundred Dollars after paying taxes and for the time it was laying idle.

17 Now, what are your father's expenses at Lake Drive Nursing Home?

A Fifty One Dollars a week board, besides medical care.

18 What does his medical care average?

A Well, that varies, some months it's Fifteen Dollars; some months it's Eighteen Dollars; some months it's Seven Dollars, it's according to the medicines that we have to buy for him.

19 Now, is the income, the combined income you receive from the Old Age Benefits, the State of Maryland pension and the

14

rental of the property sufficient to take care of his needs at the Lake Drive Nursing Home?

A No, it has not been.

20 Where has the deficiency been coming from?

A Myself and my brother, when he has it. Of course, he has quite a bit of sickness and I can't expect that much from him.

21 I understand now that you are primarily making up the deficiency?

A That's right.

22 And is the basis for this present petition to sell the property on Tickneck Road to obtain funds for his board and medical care?

A That's right, to help out with what he's receiving.

23 What is the approximate size of the land area?

A Approximately three-quarters of an acre.

24 What kind of house is on that land?

A It's a five room kitchenette with bath and hot air heat, it's a five room asbestos shingle bungalow rather, that's what it would be, white asbestos shingle bungalow, with a cement basement and baseboard radiation, heating system.

25 How did your father acquire title to this property in question?

A Well, after my mother passed away the property went to my father.

26 Now, when you refer to your mother, you mean Minnie C. Stuhr?

A Minnie C. Stuhr, that's right, she died July the 10th two years ago.

27 1962?

A That's right.

(DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EX.1)

28 Mr. Stuhr, this property was actually owned by Minnie C. Stuhr before she married your father, is that right?

A That's right.

29 And Minnie C. Stuhr is actually your step-mother?

A That is right, thirty one years.

30 And back in 1943, sometime after your step-mother and your father were married, the property was placed in tenants by the entirety, that is, it was placed in joint names, is that right?

A That's right.

31 Do you know, Mr. Stuhr, whether your step-mother, Minnie C. Stuhr, was formerly Minnie C. Sanders?

A Yes, sir, that is right, sir.

32 And that was her name when she married your father?

A That is right.

33 Do you recall about when she married your father? Did you say about thirty years ago?

A It may not have been that long, around twenty five years ago, I wouldn't say for sure.

34 Are there any liens or mortgages on the property?

A None whatever, nothing against it.

35 It's free and clear?

A It's free and clear, that's right.

(LEAVE RESERVED TO FILE DEEDS OR OTHER APPROPRIATE DOCUMENTS DESCRIBING THE PROPERTY IN QUESTION MARKED EXAMINER'S EXHIBITS 2 & 3)

36 Mr. Stuhr, do you desire authority to sell the property in question at public or private sale?

A Yes.

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 Charles E. Stuhr

18

17

EDWARD N. C. BRADLEY, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Barbour)

1 Mr. Bradley, what is name, address and occupation?

A Edward N. C. Bradley, 500 Central Avenue, Glen Burnie, occupation, reasurer.

2 Mr. Bradley, are you also actively engaged in real estate appraisal work?

A I am.

3 How long have you been so engaged?

A About fourteen - fifteen years.

4 And prior to becoming Treasurer of Anne Arundel County were you connected with the Assessment and Real Estate Office of Anne Arundel County?

A I was.

5 At the request of Mr. Arnold and myself, did you examine for the purposes of appraisal the property of Charles W. Stuhr on Riviera Drive on Tick Neck Road, Third Election District of Anne Arundel County?

A I did.

6 Will you please describe what you found on the property?

A We found a lot on Tick Neck Road, originally, but now Riviera Drive containing approximately 77/100ths acres, with an asbestos shingle bungalow, containing five rooms, bath, composition roof, sheet rock interior, and a part cellar and

19

a hot air furnace, heat.

7 In your opinion, sir, what is the value of that property?

A At the time, in my opinion, it was Eight Thousand Five Hundred Dollars.

8 Do you personally know the parties in this proceeding?

A No, sir.

9 Do you have any interest in this matter whatsoever?

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 Edward Bradley

21
20

WILLIAM N. BALDWIN, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Barbour)

1 Mr. Baldwin, will you state your name and address, please?

A William N. Baldwin, 180 Prince George Street, Annapolis, Md.

2 What is your occupation?

A Well, I'm retired, other than do a little appraisal work.

3 Are you engaged in real estate appraisal work?

A I have been for a number of years.

4 In association with Mr. Edward N. C. Bradley, at the request of Mr. Arnold and myself, did you examine the property at 119 Riviera Drive, formerly Tick Neck Road in the Third Election District of Anne Arundel County?

A I did.

5 Would you tell us, please, sir, what your inspection of the property revealed?

A It revealed that there was a bungalow on a very nice lot, if I remember correctly, it was an asbestos shingle, it contains five small rooms. I recall it very distinctly, in fact, we had quite a time finding the place. It's up on a little hill and very nice location. And we put a figure on this property as the fair market value of Eighty Five Hundred Dollars.

6 Do you know any of the parties related to this proceeding, Mr. Baldwin?

A No, I do not.

22

7 Do you have any interest in this matter at all?

A None whatever.

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 _____

24

23

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 30th day of July, 1964.

Malcolm B. Smith, (SEAL)
Examiner

M.S. $28.00

I.H. $10.00 Pd. S.H.

25

LIBER 160 PAGE 531

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF THE RECORD ON FILE WITH THE DIVISION OF STATISTICAL RESEARCH AND RECORDS

JUL 17 1962

DATE ISSUED

DIVISION OF STATISTICAL RESEARCH AND RECORDS

VALID ONLY WITH IMPRESSED SEAL

#1

MARYLAND STATE DEPARTMENT OF HEALTH

DIVISION OF STATISTICAL RESEARCH AND RECORDS, 301 W. PRESTON STREET, BALTIMORE 1, MARYLAND

CERTIFICATE OF DEATH

1. PLACE OF DEATH
a. COUNTY: Anne Arundel MARYLAND
b. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): Annapolis
c. LENGTH OF STAY IN 1b: 1 day
d. NAME OF HOSPITAL OR INSTITUTION (If not in hospital, give street address): Anne Arundel General Hospital

2. USUAL RESIDENCE (Where deceased lived, if institution; Residence before admission)
a. STATE: Maryladd
b. COUNTY: Anne Arundel
c. CITY OR TOWN (If outside corporate limits, write RURAL and give nearest town): Pasadena
d. STREET ADDRESS: 119 Riviera Drive
e. IS RESIDENCE ON A FARM? YES ☐ NO ☒

3. NAME OF DECEASED (Type or print): First Minnie Middle C. Last STUHR
4. DATE OF DEATH: Month July Day 10 Year 1962
5. SEX: Female
6. COLOR OR RACE: White
7. MARRIED ☐ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐
8. DATE OF BIRTH: March 15, 1884
9. AGE (In years last birthday): 78 yrs. IF UNDER 1 YEAR: Months Days IF UNDER 24 HRS.: Hours Min.
10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): Housewife
10b. KIND OF BUSINESS OR INDUSTRY: None
11. BIRTHPLACE (County & State, or foreign country): Maryland
12. CITIZEN OF WHAT COUNTRY? U.S.
13. FATHER'S NAME: Unknown
14. MOTHER'S MAIDEN NAME: Unknown
15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) No (If yes give war or dates of service)
16. SOCIAL SECURITY NO.
17. INFORMANT: Mr. Charles Stuhr 3019 Parktowne Rd. Balto 34, Md.

MEDICAL CERTIFICATION

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)
PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a) Acute myocardial infarction — INTERVAL BETWEEN ONSET AND DEATH: 2 days
DUE TO (b) Coronary thrombosis — 2 days
DUE TO (c) Generalized arteriosclerosis — years
Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last.
PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a): Diabetes mellitus
19. WAS AUTOPSY PERFORMED? YES ☒ NO ☐
20a. ACCIDENT WAS UNDERLYING ☐ OR CONTRIBUTING ☐ CAUSE OF DEATH (IF EITHER, NOTIFY MEDICAL EXAMINER)
20b. DESCRIBE HOW INJURY OCCURED. (Enter nature of injury in Part I or Part II of item 18.)
20c. TIME OF INJURY: Month, Day, Year; Hour a.m. p.m. 19
20d. INJURY OCCURRED: While at work ☐ Not While at work ☐
20e. PLACE OF INJURY (Name, farm, factory, street, office bldg., etc.)
20f. (City or town) (County) (State)

21. I certify that (I) attended the deceased from 7/9, 1962, to July 10, 1962, that (I) last saw the deceased alive on July 10, 1962, and that death occured at 5:40 PM, from the causes and on the date stated above.

22a. SIGNATURE: Gerard Church M.D.
ATTENDING PHYS. ☒ MED. DIRECTOR ☐ STAFF PHYS. ☐
22b. DATE SIGNED: 7/11/62
22c. PHYSICIAN'S NAME (Type): GERARD CHURCH.
22d. ADDRESS: 121 Cathedral St., Annapolis, Md.

23a. BURIAL, CREMATION, REMOVAL (Specify): Burial
23b. DATE THEREOF: July 13, 1962
23c. NAME OF CEMETERY OR CREMATORY: Lorraine Park Cem.
23d. LOCATION (City, town or county) (State): Woodlawn, Balto., Co., Md.

24. FUNERAL DIRECTOR'S SIGNATURE: George J. Gence
ADDRESS: 4001 Ritchie Hwy. (25)
25a. REC'D BY REGISTRAR: DATE JUL 16 '62
25b. REGISTRAR'S SIGNATURE: Cirilus S. Thomas

George J. Gence

Exam. Exh. #1
Matter of Charles W. Stuhr
#16,243 Equity
Malcolm B. Smith
Examiner

FILED
1964 JUL 30 AM 11:39

26

~~DEED OF GROUND RENT~~.—37—2-1-43.

LIBER 160 PAGE 532

THIS DEED, Made this 19th day of July

in the year nineteen hundred and forty-three by Frank Arnold and Anita E. Arnold, his wife of Baltimore City, State of Maryland of the first part and Charles W. Stuhr and Minnie C. Stuhr, his wife of the second part.

Witnesseth, That in consideration of the sum of Five Dollars - - -

~~Dollars~~, the said

Frank Arnold and Anita E. Arnold, his wife

do hereby grant and convey unto Charles W. Stuhr and Minnie C. Stuhr, his wife as tenants by the entireties, their survivor, his, her and their heirs and assigns

~~of~~

~~heirs and assigns~~, all th at lot - or parcel of ground situated and lying in the Third Election District of Anne Arundel County, State aforesaid

and particularly described as follows: BEGINNING for the same at a stone on the east side of the Tick Neck Road said stone being at the end of the first line of the Ten Acre tract sold to Solomon M. Johnson and wife and described in an Agreement of sale recorded with a deed from the said Enoch P. Johnson, etal to Robert L. Johnson and wife dated July 20, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No.68 folio 207 and running from thence and with the second line south 39 degrees 17 minutes east 350 feet thence leaving said line and running south 30 degrees 30 minutes West 30 thence in a northwesterly direction 325 feet to the east side of the aforesaid mentioned road thence with said road north 27 degrees 51 minutes east 190 feet to the place of beginning; containing one acre of land.

BEING the same lot of ground described in a deed from Minnie C. Stuhr and Charles W. Stuhr, her husband to Frank Arnold, dated evenly herewith and recorded among the Land Records of Anne Arundel County simultaneously herewith.

Exam, Exh. #2
Matter of Charles W. Stuhr
#16,243 Eq.
Malcolm [illegible]
Examiner

FILED
1964 JUL 30 PM 1:32

27

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

To Have and To Hold the said described lot of ground and premises unto the said **Charles W. Stuhr and Minnie C. Stuhr, his wife, as tenants by the entireties, their survivor, his, her and their heirs** and assigns, forever, in fee-simple;

And the said **Frank Arnold and Anita E. Arnold, his wife**

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

Witness our hand s and seal s the day and year first above written.

TEST:

Minna D. Grolman
MINNA D. GROLMAN

Frank Arnold (SEAL)
Frank Arnold

Anita E. Arnold (SEAL)
Anita E. Arnold

State of Maryland, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 19th day of July in the year one thousand nine hundred and forty-three before me, the subscriber, Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Frank Arnold and Anita E. Arnold, his wife and acknowledged the foregoing Deed to be their act.

As witness my hand and notarial seal.

Minna D. Grolman
MINNA D. GROLMAN Notary Public

DEED

FROM

FRANK ARNOLD

ANITA E. ARNOLD, his wife

TO

CHARLES W. STUHR

MINNIE C. STUHR, her husband

BLOCK NO.

Received for Record July 28 1943, at 3 o'clock P.M. Same day recorded in Liber 1161 No. 281 Folio 461 &c., one of the Land Records of [illegible] and examined per [illegible], Clerk.

Cost of Record, $

Frank Arnold, Attorney-at-law
16 St. Paul St.
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
R. Harry Arnold, Clerk

LIBER 160 PAGE 535 Exh #3 Eq 16243. FILED 1946 Jun 30 PM 132

(INT. REV. STAMPS $1.10) (MD. STATE STAMP $1.00)

THIS DEED, made this fourth day of March, in the year one thousand nine hundred and forty-six, by and between Charles W. Stuhr and Minnie C. Stuhr, his wife, of the County of Anne Arundel, in the State of Maryland, of the first part, and Michael Anthony Shepke and Margaret E. Shepke, his wife, of the second part.

WITNESSETH, that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Charles Stuhr and Minnie C. Stuhr, his wife, do grant and convey unto the said Michael Anthony Shepke and Margaret E. Shepke, his wife, as tenants by the entireties, their survivor his, her and their heirs and assigns in fee simple all that lot of ground situated in the Third Election District of Anne Arundel County, State of Maryland and described as follows:-

BEGINNING for the same at a pipe set on the east side of the Tick Neck Road on the closing line of the land described in a mortgage from Charles W. Stuhr and wife to the Brooklyn Home Building Association as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281, folio 462, etc. which point of beginning is with magnetic meridian now and hereinafter referred to the datum of Nov. 1931 North 28 degrees 30 minutes East 90.00 feet from a pipe previously set at the beginning of said line, thence with the said side of said road North 28 degrees 30 minutes East 100.0 feet to a point on a stone thence leaving said line and with the first line of the description hereinbefore referred to South 39 degrees 21 minutes East 167.0 feet to a pipe thence leaving said line South 34 degrees 38 minutes West 43.3 feet to a pipe thence North 59 degrees 14 minutes west 150.1 feet to the beginning. Containing 0.23 acres more or less according to a survey made by Edward Hall, Jr. County Surveyor in February 1945.

BEING part of the lot of ground described in a Deed from Frank Arnold and Anita E. Arnold, his wife to the said Grantors herein recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281, folio 461.

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 in 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 withthe rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Michael Anthony Shepke and Margaret E. Shepke, his wife, as tenants by the entireties, their assigns, the survivor of them and the survivors heirs and assignsin fee simple.

AND the said parties of the first part hereby covenants that they have not done or suffered to be done any act, matter or thing whatsoeve_ 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: CHARLES W. STUHR (SEAL)

FRANK ARNOLD MINNIE C. STUHR (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this fourth day of March 1946 before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared

Charles W. Stuhr and Minnie C. Stuhr, his wife, the above named grantors, and they acknowledged the foregoing deed to be their act.

As witness my hand and notarial seal.

(NOTARIAL SEAL)

FRANK ARNOLD

NOTARY PUBLIC

Recorded-March-5-1946-1:30-P.M.

IN THE MATTER OF	+	IN THE
CHARLES W. STUHR	+	CIRCUIT COURT
A Person Alleged To Be Under Disability	+	FOR
	+	ANNE ARUNDEL COUNTY
	+	No. 16243 EQUITY

++++++++++++=++++++++++++

REPORT OF EXAMINER AND MASTER

A Petition is filed by the Committee of the subject incompetent for the sale of certain real estate owned by him and described in these proceedings.

Ownership of the property is satisfactorily proven, and from the facts presented, it appears that the property does not produce sufficient income to maintain the aged incompetent, and that the sale of the same is necessary to produce funds for the support and maintenance of the incompetent. The testimony of two competent appraisers is to the effect that the present market value of the property is approximately EIGHT THOUSAND, FIVE HUNDRED DOLLARS ($8,500.00). Request is made that the Committee be permitted to sell the property at either public or private sale, but if at private sale, for not less than the appraised value.

This case is ready for Decree as of the date of the filing of this report, and the attached form of Decree prepared by the Attorney for the Petitioner, is recommended.

Malcolm B. Smith
Examiner and Master

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED

1964 JUL 30 AM 11:39

52

IN THE MATTER OF CHARLES W. STUHR,

A Person Alleged to be under Disability

* IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

*

NO. 16,243 EQUITY

****

D E C R E E

This cause standing ready for hearing, the Petition For Sale and all other proceedings having by the Court been read and considered and it appearing that the fee simple property on Tick Neck Road in the Third Election District of Anne Arundel County, together with the improvements thereon, fully and particularly described and mentioned in these proceedings, is owned by CHARLES W. STUHR, an incompetent, and that the sale of said property is necessary to provide for the maintenance, support and medical expenses of said incompetent, it is thereupon, this 12 day of August 1964, by the Circuit Court for Anne Arundel County, in Equity:

ADJUDGED, ORDERED and DECREED: That the fee simple property of CHARLES W. STUHR located on Tick Neck Road, Third Election District of Anne Arundel County, Maryland, be sold and that CHARLES E. STUHR and ALVIN M. STUHR, Committee of CHARLES W. STUHR, hereinbefore appointed in this proceeding be and they are hereby authorized and directed to make said sale and the court of their proceeding shall be as follows:

They shall proceed to sell the property at either private or public sale; if at private sale for not less than the appraised value thereof as shown by the testimony in this case; if at public auction, they shall give at least three (3) weeks' notice by advertising in such weekly newspaper published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale; either public or private sale shallbe for cash, upon ratification of sale by the Court and as soon as may be convenient after any such sale, the said Committee shall return to this Court a full and particular account of their proceedings relative to such sale with an annexed

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1964 AUG 12 PM 3:11

affidavit of the truth thereof and of the fairness of the sale and on payment of the whole purchase money (and not before), the said Committee shall by 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 claims of CHARLES W. STUHR, Incompetent, and those claiming by, from or under him and the said Committee 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 said Committee 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, HOWEVER, that before the said Committee shall proceed to act under the terms of this Decree, they shall give an additional corporate bond to the State of Maryland in the penalty of EIGHT THOUSAND, FIVE HUNDRED DOLLARS ($8,500.00), with a surety or sureties to be approved by this Court or the Clerk thereof for the faithful discharge of their duties in accordance with this Decree or any future Decrees of this Court passed in the premises.

Matthew S. Epstein

JUDGE

LIBER 160 PAGE 540

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. BOOK 12 PAGE 489

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

Equity #16,243

Bond No. 449763

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Charles E. Stuhr and Alvin M. Stuhr, 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 Eight Thousand Five Hundred Dollars ($8,500.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 25th day of August, 1964.

WHEREAS, the above Principals have heretofore filed a bond in the penalty of One Thousand Dollars ($1,000.00) in these proceedings, and

WHEREAS, in anticipation of additional funds coming into the hands of the Committee by Decree dated August 12, 1964, the Circuit Court for Anne Arundel County ordered the Committee to file an additional bond in the penalty of Eight Thousand Five Hundred Dollars ($8,500.00) in these proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principals shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Charles E. Stuhr (SEAL)
Charles E. Stuhr PRINCIPAL

WITNESS:

Alvin M. Stuhr (SEAL)
Alvin M. Stuhr PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Ethel M. Carle

SURETY

Additional Bond approved this 25 day of August, 1964

_____, Clerk

FILED

1964 AUG 25 AM 9:04

35

IN THE MATTER OF	:	IN THE
CHARLES W. STUHR	:	CIRCUIT COURT
A PERSON ALLEGED TO BE UNDER DISABILITY	:	OF
	::::::	ANNE ARUNDEL COUNTY.
		Equity No., 16,243.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Charles E. Stuhr and Alvin M. Stuhr, Committee of Charles W. Stuhr, appointed by the decree in the above entitled cause to make sale of the fee simple property located on Tick Neck Road, Third Election District of Anne Arundel County, Maryland, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, the said Committee did on September 1,1964, sell the said fee simple property located on Tick Neck Road, Third Election District, Anne Arundel County, Maryland, at private sale to Edward R. Crawford and Helen M. Crawford, his wife, at and for the price of $8500.00, said price being the appraised value and the highest price obtainable.

Charles E. Stuhr
Charles E. Stuhr

Alvin M. Stuhr.
Alvin M. Stuhr

Committee of Charles W. Stuhr.

FILED
1964 SEP -9 AM 11:23

STATE OF MARYLAND, BALTIMORE COUNTY, SCT:-

I HEREBY CERTIFY that on this 7th day of September, 1964 before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Charles E. Stuhr and Alvin M. Stuhr, Committee of Charles W. Stuhr 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.

Frank Arnold
Notary Public.

36

ORDER NISI

LIBER 160 PAGE 542

IN THE MATTER OF CHARLES W. STUHR
A PERSON ALLEGED TO BE UNDER
DISABILITY

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,243 Equity

Ordered, this 9th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by Charles E. Stuhr and Alvin M. Stuhr, Committee of Charles W. Stuhr

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 $ 8,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Frank Arnold, Atty. 1310 Court Sq. Bldg., Balto Md. Gazette (for Sept. 17 Ed.)

(Final Order)

IN THE MATTER OF CHARLES W. STUHR
A PERSON ALLEGED TO BE UNDER
DISABILITY

~~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 Committee 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 Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

FILED
1964 OCT 20 PM 12:20

O Bowie Duckett
JUDGE.

37

LIBER 160 PAGE 543

IN THE MATTER OF	:	IN THE
CHARLES W. STUHR	:	CIRCUIT COURT OF
APerson Alleged To be Under Disability	:	ANNE ARUNDEL COUNTY
	::::::	Equity No., 16,243.

AFFIDAVIT OF PURCHASERS

STATE OF MARYLAND:
to wit:-
BALTIMORE COUNTY.

I HEREBY CERTIFY that on this 17 day of September, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Edward R. Crawford and Helen M. Crawford, his wife, purchasers at the private sale in this cause, and made oath in due form of law that they are the purchasers and purchased said property as principals and not as agents for anyone, and that they have not directly or indirectly discouraged anyone from bidding for the said fee simple property on Tick Neck Road, Third Election District, Anne Arundel County, Maryland, mentioned in said Report of Sale.

Edward R. Crawford
Edward R. Crawford

Notary Public.

Helen M Crawford
Helen M. Crawford, his wife

Purchasers

FILED
1964 SEP 21 AM 9:36

38

LIBER 160 PAGE 544

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,243 Equity

IN THE MATTER OF CHARLES W. STUHR A PERSON ALLEGED TO BE UNDER DISABILITY

Ordered this 9th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Charles E. Stuhr and Alvin M. Stuhr, Committee of Charles W. Stuhr 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 $8,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-8

FILED

1964 OCT 13 PM 2:18

No. M. C. 9329

39

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,243

Charles W. Stuhr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of October, 1964. The first insertion being made the 17th day of September, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 160 PAGE 545

In the Case of

IN THE MATTER OF CHARLES W. STUHR,
A PERSON ALLEGED TO BE UNDER DISABILITY

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,243 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/amended 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 -3 PM 3:25

FINAL ORDER

ORDERED BY THE COURT, this 21st day of December, 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: , deputy

FILED
1964 DEC 21 PM 4:20

Dr. Trust Estate of Charles W. Stuhr, an incompetent

In Acct. with Charles E. Stuhr and Alvin M. Stuhr, Committee

Cr.

By	Amount of Sale as per Committee's Report of Sale filed			8,500	00		
By	Adjustment, taxes from 10/30/64 to 12/31/64			9	80		
By	Adjustment, water and sewer charges from 10/30/64 to 12/31/64			12	40		
						8.522	20
To	Committee, for counsel fees, as per Order of Court 11/17/64, viz	750	00				
				750	00		
To	Committee, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	70	00				
	Clerk, court copies Decree 4/30/64	5	00				
	Sheriff, Baltimore City	12	00				
	Malcolm B. Smith, Examiner	28	00				
	Irene Hazel, stenographer	10	00				
	Auditor, this account	60	00				
				195	00		
To	Committee for expenses, viz						
	Dr. Louis V. Blum, examination	10	00				
	Charles E. Stuhr, reimbursement for monies advanced as per Order of Court 11/17/64	865	05				
	Clerk, photo-copy deed	1	50				
	Globe Indemnity Co. - bond	52	00				
	The Anne Arundel Star - Advertising	2	00				
	Edward N. C. Bradley and William N. Baldwin, appraisers fees	50	00				
	Frank S. Inman Inc. commission	510	00				
	Capital-Gazette Press, Inc. - Nisi Sale	15	00				
	½ Federal and State Revenue stamps	14	02				

	Metered water charges to 11/1/64	6	30				
				1,525	87		
	Balance for distribution	6,051	33				
	DISTRIBUTION:						
To	Charles E. Stuhr and Alvin M. Stuhr, Committee of Charles W. Stuhr, an incompetent, subject to further Order of Court	6,051	33				
				6,051	33		
						8,522	20

LIBER 160 PAGE 548

Docket ..... Folio .....
Case No. 16,697 Equity
Filed .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD E. DORSEY and .....

MARTHA E. DORSEY, his wife .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 17th day of December A.D. 1958 the defendants executed and delivered to AURORA FEDERAL SAVINGS & LOAN ASSOCIATION, a body corporate, a mortgage upon certain leaseholdies property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 79,300.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That your Petitioner files herewith an Affidavit by DWIGHT F. BRUNK, President of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, concerning the Military Status of the Defendants herein, who are the present owners of the mortgaged property, which affidavit is marked "PETITIONER'S EXHIBIT NO. 2," and prayed to be taken as a part of this Petition.

That default has now occurred in the performance of the covenants of said mortgage and in the payment of the debt now due to the plaintiff and secured by the aforesaid mortgage.

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

And as in duty, &c.

(William F. Podlich

.....
Attorney for Plaintiff

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1964 OCT 27 AM 9:05

LIBER 160 PAGE 549 LIBER 1261 PAGE 320

PETITIONER'S EXHIBIT NO. 1 No. 16,697 Equity

Form No. 2 — CITY OR COUNTY (FEE OR LEASEHOLD) CONSTRUCTION

This Mortgage, made this 17th day of December in the year one thousand nine hundred - - fifty-eight - - , between

HAROLD E. DORSEY and MARTHA E. DORSEY, his wife, of Carroll County, in the State of Maryland,

Mortgagor(s) and Aurora Federal Savings and Loan Association, a body corporate, duly incorporated under the Laws of the United States of America, Mortgagee.

WHEREAS, the said Mortgagor(s) stand(s) bona fide indebted unto the Mortgagee, in the full and just sum of SEVENTY-NINE THOUSAND THREE HUNDRED and no/100 ($79,300.00) Dollars, being ~~sum of~~ cash money this day loaned and advanced by the latter to the former, ~~Dollars~~, part of which is used for the purchase price of the property hereinafter described, ~~being cash money this day loaned and advanced by the latter to the former~~, which said principal sum of money, as well as the interest to accrue thereon, the said Mortgagor(s) hereby covenant(s) and agree(s) to repay, in lawful money of the United States of America unto the said Mortgagee, in the following manner:

BY THE PAYMENT of Six Hundred Sixty Nine and 20/100 ($669.20) - - - - Dollars, on or before the 20th day of each and every month, beginning on the 20th day of the month immediately succeeding the date of the completion of the improvements hereinafter referred to, but in no event later than December 20, 1959, said monthly payments to continue until the whole of said principal sum and interest thereon, *at the rate of* six (6%) *per cent per annum,* shall be paid, which interest shall be computed by the calendar month; paying in the meanwhile, in monthly installments, during the course of the completion of the construction of said improvements, interest *at the rate of* six (6%) - - - - - - - - - *per cent per annum,* (computed by the calendar month) upon the said indebtedness.

THE INSTALLMENT PAYMENTS which shall begin when the construction of said improvements are completed, and in no event later than December 20, 1959, may be applied by the Mortgagee in the following manner:

1. To the payment of interest at the rate of six (6%) - - - - per cent per annum.
2. Toward the payment of the aforesaid principal sum.

WHEREAS, the said Mortgagor(s) hereby covenant(s) and agree(s) with the said Mortgagee to expend not less than the said sum of Thirty-Seven Thousand Three Hundred Thirty Two/- - - - ($37,332.00) Dollars, in the completion of the construction of the eight (8) unfinished brick dwelling houses (the construction of which was started prior to the acquisition of said houses by the Mortgagors herein) -

upon the eight parcel(s) of land and premises hereinafter described, within twelve (12) months from the date hereof, in strict accordance with certain plans and specifications which have been submitted to and approved by the Mortgagee; it being understood and agreed that failure to complete the improvements as aforesaid within the time hereinbefore specified, shall constitute a default hereunder, and the whole debt and sum of money hereby secured, together with all interest that may accrue thereon shall become immediately due and payable, and upon failure to make payment of same on demand, the said Mortgagee, its successors and assigns, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon in accordance with the provision for foreclosure hereinafter set out, and

WHEREAS, it is further understood and agreed by and between the parties hereto that this loan may be prepaid, in whole or in part, and when, in any one year, the amount prepaid equals or exceeds 20% of the original principal amount of the loan, six months' advance interest, for the aggregate amounts of such prepayments, shall be charged as a consideration for the acceptance of such prepayment(s).

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

FILED

1964 OCT 27 AM 9:05

2

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said **HAROLD E. DORSEY and MARTHA E. DORSEY, his wife** - - - - - - - - - - do(th) hereby grant, convey and assign unto the said Aurora Federal Savings and Loan Association, its successors and assigns, all **those eight (8)** - lot(s) of ground situate, lying and being in **the Third Election District of Anne Arundel County** - - - - - - - - - in the State of Maryland, and described - as follows:

FIRST LOT

All that leasehold interest in Lot No. 210, situated on the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH", which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1219 Cathedral Drive.

SECOND LOT

All that leasehold interest in Lot No. 211, situated on the northeasternmost side of Cathedral Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH", which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1221 Cathedral Drive.

THIRD LOT

All that leasehold interest in Lot No. 212, situated at the corner formed by the intersection of the northeasternmost side of Cathedral Drive with the northwesternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH", which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1206 Hutton Drive.

FOURTH LOT

All that leasehold interest in Lot No. 215, situated on the southeasternmost side of Hutton Drive, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH", which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1207 Hutton Drive.

FIFTH LOT

All that leasehold interest in Lot No. 225, situated on the southeasternmost side of Hutton Place, as said lot is shown and designated on the Plat entitled "Section 5 - LEHIGH" which Plat is now of record among the Land Records of Anne Arundel County in Plat Book No. 26, folio 35. The improvements thereon being known as No. 1209 Hutton Place.

SIXTH LOT

All that leasehold interest in all that lot of ground and premises described as follows: BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 220, as shown on the "Plat of Section 4 - LEHIGH", recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 145.00 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 146.71 feet to the place of beginning. Area - 10,940 square feet, more or less. The improvements thereon being known as No. 1230 Cathedral Drive.

SEVENTH LOT

All that leasehold interest in all that lot of ground and premises described as follows: BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 221, as shown on the "Plat of Section 4 - LEHIGH", recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 143.28 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 145.00 feet to the place of beginning. Area - 10,811 square feet, more or less. The improvements thereon being known as No. 1232 Cathedral Drive.

EIGHTH LOT

All that leasehold interest in all that lot of ground and premises described as follows: BEGINNING FOR THE SAME at a point on the southwest side of Cathedral Drive, said point being the northwest corner of Lot No. 222, as shown on the "Plat of Section 4 - LEHIGH", recorded among the Land Records of Anne Arundel County in Plat Book No. 26, folio 39, and running thence, referring the courses of this description to the meridian of the aforesaid Plat, the following courses and distances: (1) south 40 degrees 25 minutes 40 seconds east 75.00 feet; (2) south 49 degrees 34 minutes 20 seconds west 141.56 feet; (3) north 41 degrees 44 minutes 23 seconds west 75.02 feet; (4) north 49 degrees 34 minutes 20 seconds east 143.28 feet to the place of beginning. Area - 10,682 square feet, more or less. The improvements therein being known as No. 1234 Cathedral Drive.

BEING the same lots of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Aurora Federal Savings and Loan Association unto the Mortgagors herein.

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 mortgagee, its successors and assigns, in fee simple, forever during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of **One Hundred Eight ($108.00) Dollars, payable out of each of said lots of ground and premises, in even and equal half-yearly installments.**

If, however, the said Mortgagor(s) shall make the payments and perform the covenants herein contained, then this mortgage shall be void.

And the said mortgagor(s) covenant(s) with the said Aurora Federal Savings and Loan Association, as follows:

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

II. 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.

III. To pay to the Attorney for the Mortgagee, at the time when the final payment necessary to discharge the mortgage debt is made, the necessary costs and expenses incident to the preparation and recording of a release of this mortgage.

IV. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the mortgagee, for the benefit of the mortgagee in such insurance companies as are acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the mortgagee only; the mortgagor(s) hereby waiving all right to the possession of said payment until the mortgagee's claim under this mortgage has been fully paid and satisfied.

V. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor(s) to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor(s) to comply with said demand of the Mortgagee, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided.

VI. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the mortgagor(s) shall pay to the Mortgagee, on the **20th** day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor(s) fail(s) to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this mortgage, for which foreclosure may be filed.

VII. 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.

VIII. 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.

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

X. 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(s), who hereby agree(s) to pay to the said attorney, a fee of **Five Hundred ($500.00) - -** dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor(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 William F. Podlich, 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 **Five Hundred ($500.00) - -** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said mortgagor(s) do(th) hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said mortgagor(s) for himself, herself, or themselves and their heirs, personal representatives and assigns do(th) hereby covenant and agree to pay; and the said mortgagee, or said William F. Podlich, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

6

1

LIBER 160 PAGE 553

LIBER 1261 PAGE 324

AND the said mortgagor(s) hereby covenant(s) that the property herein described is unencumbered, except as may be herein set forth, that he, she, it or they will warrant specially the said property and that he, she, it or they will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS the hands and seals of the said Mortgagors.

Test:
Elsie Curtis
Elsie Curtis

Harold E. Dorsey (SEAL)
(Harold E. Dorsey)

Martha E. Dorsey (SEAL)
(Martha E. Dorsey)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December - - - - - - - - - - - in the year one thousand nine hundred and - - fifty-eight - - , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared HAROLD E. DORSEY and MARTHA E. DORSEY, 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, - - JOHN L. FISHER - - President of Aurora 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.

Rec'd for record Dec 20 1958 at 10.06 A.M.
Mailed to Podlich & Podlich

Elsie Curtis
Elsie Curtis Notary Public.
My commission expires on 16.00
May 4, 1959

ELSIE CURTIS NOT. PAIT. MD.

MORTGAGE

FROM

HAROLD E. DORSEY and

MARTHA E. DORSEY, his wife

TO

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

Block No.

Received for record 19 at o'clock

Same day recorded in Liber No. folio & one of the Land Records of and examined per Clerk.

Cost of Record $ Pd. 16.00

RECORDED IN LIBER GTC 1958 DEC 20 AM 10:06 & RECORDED IN LIBER GTC NO. 1261 FOLIO 320 GEO. T. CROMWELL, CLERK

WILLIAM F. PODLICH
ROBERT F. PODLICH
Attorneys at Law
301 MEYERHOFF BLDG.
Charles Street at Saratoga
BALTIMORE (1) MD.

Property:
1219-21 Cathedral Drive-1206-07 Hutton Drive
1209 Hutton Place and 1230-32-34 Cathedral
~~Drive Lehigh~~

Description Approved:

Execution Approved:

STATEMENT OF MORTGA CLAIM

LIBER 160 PAGE 554

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD E. DORSEY and MARTHA E. DORSEY, his wife

DOCKET ..... FOLIO .....
CASE NO. 16,697 Equity
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named Defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 17th day of December, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1261, folio 320, secured by the leasehold premises therein more fully described.

Original Loan	$79,300.00
Amount repaid	29,323.59
Loan Balance	$49,976.41
Interest to 11-30-64	341.50
	$50,317.91

Aurora Federal Savings and Loan Association INCORPORATED 1895

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk

Dwight F. Brunk - President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of October 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 DWIGHT F. BRUNK

~~Vice~~ President of Aurora Federal Savings and Loan Association, a body corporate, 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,

Elsie Curtis
Notary Public.

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 OCT 27 AM 9:05

8

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

PETITIONER'S EXHIBIT NO. 2

LIBER 160 PAGE 555

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD E. DORSEY and MARTHA E. DORSEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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

Case No. 16,697 Equity

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared DWIGHT F. BRUNK Vice-President of Aurora Federal Savings and Loan Association, a body corporate, 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~~ are not in the military service of the United States,

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

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

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

Dwight F. Brunk
Affiant.

Dwight F. Brunk

Subscribed and sworn to before me this 26th day of October 19 64

Elsie Curtis
Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

ELSIE CURTIS

FILED

1964 OCT 27 AM 9:05

9

LIBER 160 PAGE 556

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

CASE No. .....

FILED .....

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD E. DORSEY and

MARTHA E. DORSEY, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

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 27th day of October in the year nineteen hundred and sixty-four by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM F. PODLICH be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $50,400.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash upon obtaining the ratification of the sale by this Court; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, and recorded, according to law, convey to the purchaser(s) his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O'Brien Duckett

FILED

1964 OCT 27 AM 11:28

10

Judicial 10—MARYLAND—TRUSTEE TO SELL

BOND NO. 16 854 64

IN THE CIRCUIT COURT OF Anne Arundel County, in Equity

STATE OF MARYLAND

BOOK 12 PAGE 564

LIBER 160 PAGE 557

William F. Podlich, Trustee
Aurora Federal Savings and Loan Association

versus

Harold E. Dorsey & Martha E. Dorsey, h/w

BOND OF TRUSTEE TO SELL

No. 16,697 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, William F. Podlich, Aurora Federal Building, Baltimore, Maryland 21201

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 Fifty Thousand Four Hundred and 00/100 - Dollars ($ 50,400.00) 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 27th day of October in the year of our Lord one thousand, nine hundred and sixty-four.

WHEREAS THE ABOVE BOUNDEN William F. Podlich

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, in Equity has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

William F. Podlich, Trustee
Aurora Federal Savings and Loan Association
versus
Harold E. Dorsey and Martha E. Dorsey, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

William F. Podlich

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.

Witness

Elsie Curtis

BY: William F. Podlich (SEAL)
William F. Podlich

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Noeth
Robert J. Noeth, Attorney in fact

Recd [illegible] 27th day of October, 1964

Louis N. Phipps, Clerk

FILED

1964 OCT 27 AM 11:58

11

LIBER 160 PAGE 558

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

vs. :

Docket No. _____ Folio _____

HAROLD E. DORSEY and MARTHA E. DORSEY, his wife : Equity No. 16,697

CERTIFICATE OF AUCTIONEER

IT IS HEREBY CERTIFIED that on the 30th day of November, 1964, the undersigned Auctioneer did sell the leasehold property known as 1221 Cathedral Drive, 1207 Hutton Drive, 1209 Hutton Place and 1230 Cathedral Drive (being Lots Nos. 211, 215 & 225 on the Plat of Section 5 and Lot No. 220 on the Plat of Section 4 of LEHIGH, in the Third Election District of Anne Arundel County, and being property described in the Advertisement of the Public Sale of said property published in THE MARYLAND GAZETTE) unto Aurora Federal Savings and Loan Association AT AND FOR THE SUM OF # 28,100.00 Dollars, said purchaser being, at that figure, the highest bidder therefor.

IT IS FURTHER CERTIFIED that, at the time of sale, a copy of the aforementioned Advertisement was delivered to said purchaser and that the said sale was fairly made.

— E. T. NEWELL & CO., INC.,

By _____
Vice President-Auctioneer

CERTIFICATE OF PURCHASER

IT IS HEREBY CERTIFIED that the undersigned did, on the 30th day of November, 1964, purchase the leasehold property described in the aforegoing Certificate of Auctioneer, from WILLIAM F. PODLICH, Trustee, at and for the sum of # 28,100.00 Dollars, of which the sum of ~~Five Hundred and 00/100 ($500.00)~~ Two Thousand ($2,000.00) Dollars was paid on account to said Trustee; and the undersigned hereby agrees to comply with the terms of sale as set forth in said Advertisement of Sale, a copy of which was delivered to the undersigned by the Auctioneer who conducted the said sale.

_____ — AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: _____
Assistant Vice-President

FILED
1964 DEC -7 AM 9:35

12

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of November, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of~~ Baltimore County ~~aforesaid~~, personally appeared Bramwell Kelly, 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, Aurora Fed. St. 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.

The Aurora Fed. S.L. (SEAL)
Purchaser
By Bramwell Kelly, V.P.

Walter J. Keene
Notary Public

FILED
1964 DEC -7 AM 9:35

13

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, vs. HAROLD E. DORSEY and MARTHA E. DORSEY, his wife : NO. 16,697- EQUITY : IN THE CIRCUIT COURT : FOR ANNE ARUNDEL COUNTY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of William F. Podlich, Trustee, appointed by the Decree in the above entitled cause, of his sale of the four following leasehold premises:

	Lot No.	Plat of Lehigh - Section
1221 Cathedral Drive	211	5
1230 Cathedral Drive	220	4
1207 Hutton Drive	215	5
1209 Hutton Place	225	5

(all in the 3rd Election District of Anne Arundel County), 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 newspaper published in said County for more than three successive weeks preceding the day of sale, said Trustee, William F. Podlich, did, pursuant to said notice, on Monday, the 30th day of November, 1964, beginning at 2:30 o'clock P.M., attend on the respective premises at the times shown in said advertisement, and then and there sold at Public Auction the premises above referred to, unto Aurora Federal Savings and Loan Association, for the sum of Twenty-Eight Thousand One Hundred and 00/100 ($28,100.00) Dollars, it being, at that figure, the highest bidder therefor, to be paid in Cash upon ratification of said sale; the said properties so sold being more particularly described in a copy of the advertisement of sale which has been filed herein as a part of the Certification of Publication thereof, executed by The Capital-Gazette Press, Inc. and which is prayed to be taken as a part of this Report.

And the said Trustee further reports that he had received from the purchaser the deposit of Two Thousand and 00/100 ($2,000.00) Dollars required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other said terms, same being as set out in said advertisement annexed hereto.

FILED
1964 DEC -7 AM 9:35

14

Said Trustee further reports that said properties so sold were not owned by any individual whose Military Status could or might affect the right of said Trustee to make said sale.

Said Trustee files herewith the purchaser's affidavit pursuant to the Maryland Rules and a Certificate of the Auctioneer who conducted said sale, and a Certificate of the purchaser of the aforementioned properties, which Affidavit and Certificates are prayed to be taken as a part of this Report of Sale.

AND, as in duty bound, etc.

William F. Podlich

William F. Podlich, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM F. PODLICH, Trustee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Elsie Curtis

Elsie Curtis - Notary Public

ELSIE CURTIS NOTARY PUBLIC BALTIMORE, MD.

15

ORDER NISI

LIBER 160 PAGE 562

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate

versus

HAROLD E. DORSEY and MARTHA E. DORSEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,697 Equity

Ordered, this 7th day of December, 1964 That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of January next.

The report states that the amount of sale was $28,100.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William Podlich, Atty. For the Maryland Gazette (Dec. 10th Edition)

(Final Order)

Aurora Federal Savings and Loan Association, a body corporate

versus

Harold E. Dorsey and Martha E. Dorsey, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of January, 1965 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. Brian Dorsett

JUDGE.

FILED

1965 JAN 13 PM 12:07

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,697 Equity
AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
versus
HAROLD E. DORSEY and MARTHA E. DORSEY, his wife

Ordered, this 7th day of December, 1964, That the sale of the property in these proceedings mentioned made and reported by William F. Podlich, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of January next.

The report states that the amount of sale was $28,100.00.

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

...D-29.

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

LIBER 160 PAGE 563

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,697
Harold E. Dorsey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of January, 1965. The first insertion being made the 18th day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILE

1964 DEC 30 P

No. M. G. 33228

17

AMENDED
STATEMENT OF MORTGAGE CLAIM

LIBER 160 PAGE 564

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate,

vs.

HAROLD E. DORSEY and MARTHA E. DORSEY, his wife

DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

AMENDED STATEMENT OF MORTGAGE DEBT

Amended Statement of the mortgage claim of AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, under the mortgage from the above named Defendants to AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, dated the 17th day of December, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1261, Folio 320, secured by the leasehold premises therein more fully described.

Original Loan	$ 79,300.00
Amount repaid	29,323.59
Loan Balance	$ 49,976.41
Interest to 11/30/64	341.50
	$ 50,317.91
LESS rebate of interest on $8,162.45 from 11/6/64 to 11/30/64- 24 days @ 6% per annum	32.65
	$ 50,285.26
LESS amount of principal repayment received by Mortgagee on 3/10/65 in pursuance of a Decree passed herein on 2/4/65 for the Release of No.1234 Cathedral Drive	8,162.45
	$ 42,122.81
PLUS additional interest on $41,813.96 @ 6% from 11/30/64 to the approximate date of the ratification of the Auditor's Account to be filed herein (3/31/65)	842.48
	$ 42,965.29

NOTE: The Mortgagee has received along with the principal payment of $8,162.45 above mentioned, 6% interest on that sum from 11/6/64 to date of payment on 3/10/65.

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION

By Dwight F. Brunk
Dwight F. Brunk, President

Aurora Federal Savings and Loan Association INCORPORATED 1895

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of March in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared

DWIGHT F. BRUNK

Vice-President of Aurora Federal Savings and Loan Association, a body corporate,

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,

Elsie Curtis
Notary Public.

ELSIE CURTIS

NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 MAR 15 AM 10: 02

18

LIBER 160 PAGE 565

In the Case of

AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate, et al.

VS.

HAROLD E. DORSEY AND MARTHA E. DORSEY, his wife,
et al

In the

Circuit Court

For

Anne Arundel County

No. 16,697 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
1965 MAR 30 PM 3:46

All of which is respectfully submitted.
March 30, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of April, 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 E. Jankowski, deputy

FILED
1965 APR 15 AM 11:18

19

20

Dr. AURORA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, et al

vs.

HAROLD E. DORSEY AND MARTHA E. DORSEY, his wife, et al.

LIBER 160 PAGE 566

In Acct. with WILLIAM F. PODLICH, TRUSTEE

					Cr.	
1964, November 30.						
Proceeds of sale	28,100	00				
Interest on deferred payment of $26,100.00 from						
11/30/64 to 1/13/65	187	06	28,287	06		
Refund 1964 Water & Sewer Benefit Charges Adjusted - 11/30/64 to 12/31/64	26	51				
Refund 1964 State and County Taxes Adjusted - 11/30/64 to 12/31/64	76	00	102	51		
Rents collected, viz:						
F. J. Murphy Co. - Managing Realtor	266	97				
Fred Ruth - tenant, 1221 Cathedral Drive	95	15				
Gordon Ward - tenant, 1207 Hutton Place	35	00	397	12		
					28,786	69
To Trustee for fee, viz:	500	00				
To Trustee for Commissions	855	72	1,355	72		
To Trustee for Court Costs, viz:						
Plaintiffs Solicitors Appearance fee	10	00				
Clerk of Courts - court costs	46	00				
W.R. Huggins, Sheriff - Sheriffs costs	6	00				
Auditor - stating this account	35	00	97	00		
To Trustee for Expenses, viz:						
Capital-Gazette Press - Advertising sale	241	52				
Capital-Gazette Press - Order Nisi, sale	15	00				
E.T. Newell & Co. - Auctioneers fee	100	00				
U.S.Fidelity & Guaranty Co. - Bond premium	80	80				
Miscellaneous Notary fees	3	50				
Ground Rent - 1221 Cathedral Dr. 9/6/64 to 11/30/64 ($108.00)	25	20				
" " - 1230 " " 10/17/64 to "	12	90				
" " - 1207 Hutton " " to "	12	90				
" " - 1209 " " " to "	12	90				

Metered Water - 1221 Cathedral Dr. to 11/30/64	24	28				
" " - 1230 " " " "	9	00				
" " - 1207 Hutton " " "	32	50				
" " - 1209 " " " "	15	00	585	50		
To Aurora Federal Savings & Loan Association,						
this balance on account of claim filed	26,748	47	26,748	47		
					28,786	69
Amount of mortgage claim filed	42,965	29				
Interest on Principal balance of $42,122.81						
from 4/1/65 to 4/15/65 - 14 days @ 6%	96	04				
	43,061	33				
CREDIT - amount allowed above	26,748	47				
Balance Subject to Decree in Personam	16,312	86				

RAYMOND BAKER	:	
vs	:"	IN THE CIRCUIT COURT OF
FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA.	:	ANNE ARUNDEL COUNTY
AND ANY AND ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN PROPERTY IN THE FIFTH DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, DESIGNATED AS LOTS NOS. 17-18 BLOCK 16, PLAT A, ROLAND TERRACE; RECORDED IN PLAT RECORDS OF ANNE ARUNDEL COUNTY PLAT BOOK 15, PAGE 42.	:	In Equity. No. 16,716

:::::

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator complaining says:-

1. That a search of the Land Records, the Records of the Register of Wills and the Equity and Law Records of Anne Arundel County discloses that the Defendant was the owner of the property hereinafter described at the time they were sold at Tax Sale to the Complainant by the Treasurer of Anne Arundel County.

FILED 1964 NOV -5 AM 9:02

2. That on October 14,1963 the Certificate of Tax Sale attached hereto and marked Complainants Exhibit No. 1 was issued by Edwin N.C. Bradley, the Collector of Taxes for State of Maryland and Anne Arundel County to your Orator which Certificate is prayed to be taken as part hereof.

3. That the property mentioned in said Certificate is described as follows:-

Certificate No. 4061-B- all that piece or parcel of ground situate lying and being in the 5th Election District of Anne Arundel County Maryland which is known and

desdribed as Lots Nos. 17-18 Block 16 Plat A of Roland Terrace.

BEING all of same property which was conveyed from The Curtis Bay Realty Company to Fairfax Realty Company to whom last known address was Fairfax, Virginia by deed dated January 14, 1937 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 147 folio 367.

The said property was assessed on the day of the Collectors most recent sale thereof to Fairfax Realty Company whose last known address was Fairfax, Virginia. The amount due on the date of sale was $83.94.

4, That the property has not been redeemed by any party in interest although more than one year and one day from the date of sale has expired.

Frank Arnold
Frank Arnold, Attorney

5. The Complainant prays for an Order of Publication directed to all parties in interest in the property.

6. The Complainant prays the Court to pass a final decree foreclosing all right of redemtion of the respondent in and to the property described herein,

And as in duty bound, etc.

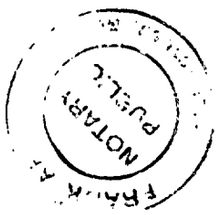
Frank Arnold
Frank Arnold, Attorney

STATE OF MARYLAND, BALTIMORE CITY, to wit:-

I HEREBY CERTIFY that on this 2nd day of November, 1964 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, aforesaid, personally appeared Raymond Baker and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledged and belief.

AS WITNESS my hand and Notarial Seal.

Frank Arnold
Notary Public.



3

No. 4061 B **CERTIFICATE OF TAX SALE**

LIBER 160 PAGE 571

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 14th 1963, I sold to Raymond Baker 103 Walton Ave. Balto 25, Md at public auction for the sum of 1,000 Dollars and 60 Cents, of which 83.94 Dollars has been paid as a deposit on the property in Dist 5 described as Lots 17-18 Blk 16 Plat A as shown on the plat of Roland Terrace

and assessed to Fairfax Realty Co.

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 1964, 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 14th day of Oct 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Fra...
Notary Public.

My Commission Expires May 3, 1965

FILED

1964 NOV -5 AM 9:02

4

LIBER 160 PAGE 572

No. 16,716 Equity

FRANK ARNOLD, ATTORNEY-AT-LAW,
1310 Court Square Building,
Baltimore 2., Maryland.

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY
RAYMOND BAKER vs FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA
and all person having or claiming to have an interest
in the property described as follows:-

All that piece or parcel of ground situate lying and being in the 5th Election District of Anne Arundel County Maryland which is known and described as Lots Nos. 17-18 Block 16, Plat A of Roland Terrace.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all right of redemption in the following property located in Anne Arundel County which was sold by Collector of Taxes for Anne Arundel County, State of Maryland to Complainant in these proceedings. Certificate No. 4061-B.

The Bill states among other things that the amount necessary for redemption has not been paid although more than a year from the date of sale has expired.

It is thereupon this 6th day of November 1964 by the Circuit Court of Anne Arundel County in equity ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks warning all persons interested in said property to be and appear in this Court on the 14th day of January 1965 to redeem the property and answer the Bill or thereafter a final decree will be rendered foreclosing all right of redemption in the property, vesting in the Complainant a title free and clear of all encumbrances.

Louis N. Phippe
Clerk.

True Copy- Test:

BY: FILED
1964 NOV -6 AM 11:39

5

LAW OFFICE OF
SWAYZE & COWLES
LAW BUILDING
300 SOUTH PAYNE STREET
FAIRFAX, VIRGINIA 22030
273-2800

ROY A. SWAYZE
FRANK L. COWLES, JR.

November 23, 1964

Mr. Frank Arnold
Attorney at Law
1310 Court Square Building
Baltimore 2, Maryland

Dear Mr. Arnold:

I represent Mr. Jack Grubbs, trading as Fairfax Realty. Mr. Grubbs has received from you an order of publication running against certain property known as Lot 17 and 18, Block 16, Plat A, of ROLAND TERRACE. Mr. Grubbs does not own any property of this description and, more particularly, neither does Fairfax Realty. Apparently, some mistake has been made here. Although tax bills have been coming to his office for a number of years, he has never bothered about them because he has never owned any property in Anne Arundel County.

I hope this matter may be clarified.

Very truly yours,

SWAYZE & COWLES

Roy A. Swayze

RAS:lbh

cc: Lewis N. Phipps, Clerk
Circuit Court of Anne Arundel County
Annapolis, Maryland

(Raymond Baker vs. Fairfax Realty Co.
Equity No. 16,716).

COPY

6

FRANK ARNOT
Attorney-at-Law
Baltimore 2, Maryland

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY NO. 16,716

RAYMOND BAKER

vs.

FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA and all persons having or claiming to have an interest in the property described as follows: All that piece or parcel of ground situate lying and being in the 5th Election District of Anne Arundel County Maryland which is known and described as Lots Nos. 17-18 Block 16, Plat A of Roland Terrace.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all right of redemption in the following property located in Anne Arundel County which was sold by Collector of Taxes for Anne Arundel County, State of Maryland to Complainant in these proceedings. Certificate No. 4061-B.

The Bill states among other things that the amount necessary for redemption has not been paid although more than a year from the date of sale has expired.

It is thereupon this 6th day of November 1964, by the Circuit Court of Anne Arundel County in equity ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks warning all persons interested in said property to be and appear in this Court on the 14th day of January 1965 to redeem the property and answer the Bill or thereafter a final decree will be rendered foreclosing all right of redemption in the property, vesting in the Complainant a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-3

No. M

1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 160 PAGE 574

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 8, 1964

We hereby certify, that the annexed

Order of Publication

Eq. 16,716

Fairfax Realty Company

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 January, 1965. The first insertion being made the 7th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1964 DEC -8 PM 1:26

By L. Leighton

RAYMOND BAKER	:	IN THE
Vs	:	CIRCUIT COURT OF
FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA.	:	ANNE ARUNDEL COUNTY
	::::	In Equity. # 16716

AFFIDAVIT OF MAILING TO NON RESIDENT DEFENDANT

STATE OF MARYLAND, BALTIMORE COUNTY, To wit:-

I hereby certify that on this 19th day of January, 1965 before me the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid personally appeared Frank Arnold, Attorney for Raymond Baker, Plaintiff and made oath in due form of law that on November 2, 1964 he mailed postage paid by Registered United States Mail, return receipt requested a true copy of the Order of Publication passed in this cause to Fairfax Realty Company, Fairfax, Virginia as evidecned by the receipt for the letter filed herewith and made a part hereof and he further made oath in due form of law that thereafter he received through the United States Mail the return receipt made a part hereof which shows delivery date of November 16,1964 duly signed by J.L.Grubbs, Agent for Fairfax Realty Company.

Frank Arnold

Frank Arnold, Attorney for Plaintiff

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC Baltimore County, Md.

John K. Barbour, Jr.

John K. Barbour, Jr. Notary Public.

My Commission expires May 3 1965

FILED

1965 JAN 21 AM 11: 11

8

INSTRUCTIONS TO DELIVERING EMPLOYEE

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

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Fairfax Realty

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

J. Grubbs

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
11-16-64	

C55—16—71546-5—F GPO

LIBER 160 PAGE 577

RAYMOND BAKER	:	IN THE
vs	:	CIRCUIT COURT OF
FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA.	:	ANNE ARUNDEL COUNTY.
	:::	In Equity.

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of Raymond Baker, Complainant in the foregoing cause by Frank Arnold, his Attorney respectfully shows:-

1. That an Order of Publication was duly published as required as will more fully appear by the Certificate of Publication of the same heretofore filed in this cause.

2. That Affidavit of Mailing to Fairfax Realty Company, non-resident of a copy of the Order of Publication was heretofore filed in this cause.

3. That the Respondent has not either appeared or answered as required by the Order of Publication in this cause although the time for so doing has expired as will be seen by reference to the Certificate of Publication of said Order of Publication heretofore filed in this cause.

Wherefore your Petitioner prays that the Bill of Complaint may be taken pro confesso as against the Respondent in this cause.

And as in duty bound, etc.

Frank Arnold

Solicitor for Complainant.

FILED

1965 JAN 26 AM 10: 00

LIBER 160 PAGE 578

RAYMOND BAKER	:	IN THE
VS	:	CIRCUIT COURT OF
FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA.	::	ANNE ARUNDEL COUNTY
	::	
		In Equity.

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued in these proceedings having been published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland; and the Defendant, Fairfax Realty Company, its successors and assigns and other persons having or claiming to have any interest in the property which is the subject matter of these proceedings having failed to appear in person or by Solicitor and answer the Bill of Complaint filed against it

It is thereupon this 26th day of January 1965by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED, AND DECREED, that the said Bill of Complaint be and the same is hereby taken Pro Confesso against Fairfax Realty Company, a body corporate, its successors and assigns or those claiming by through or under them and all persons having or claiming to have any interest in the property which is the subject matter of these proceedings.

[signature]
Judge

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1965 JAN 26 PM 4:19

10

LIBER 160 PAGE 579

RAYMOND BAKER	:	
	:	IN THE
vs	:	
	:	CIRCUIT COURT OF
FAIRFAX REALTY COMPANY, FAIRFAX, VIRGINIA.	:	
	:	ANNE ARUNDEL COUNTY,
	:	
	:::::	In Equity. No. 14,716

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland referring to the foreclosure of the equity of redemption of Tax Sale property

It is thereupon, this 16th day of March, 1965. by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED AND DECREED

1. That all right of redemption of the Defendant, Fairfax Realty Company or of anyone claiming by, through or under them, in and to the property described in these proceedings, be and the same are hereby barred or foreclosed.

2. That an absolute and indefeasible title in fee simple, to said property, free and clear of all alienations and descent occuring prior to this Decree, as well as all encumbrances therein (except taxes accuring subsequent to said date of sale and the public assessment to which the same are subject) are hereby vested in the Plaintiff.

3. That, upon payment to him of the balance, if any due, on the purchase price of said property, together with all taxes, interest and penalties thereon accuring subsequent to the date of sale, the Treasurer of Anne Arundel

County shall execute a deed conveying said property to the Plaintiff.

4. That the Plaintiff shall pay the cost of these proceedings.

George Lewis
Judge

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1995 MAR 26 PM 1:14

12

E-116—1M—3-62.

PETITION FOR SALE OF PROPERTY

LIBER 160 PAGE 581

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore, Maryland 21203

Vs.

GEORGE P. HARNED, JR.
AND
AUDREY R. HARNED, his wife
308 Ninth Avenue, S.E.
Glen Burnie
Anne Arundel County, Maryland

Docket _____ Folio _____
Case No. 16,876
Filed _____

IN THE

CIRCUIT COURT

FOR

Anne Arundel
~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 7th day of July A.D. 1961 the defendants Executed and delivered to James W. Rouse & Company, Inc. a mortgage upon certain fee simple property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $12,400 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 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.

That said mortgage was duly assigned to the Plaintiff and is now in default, due to the failure of the Defendants to make the monthly payments provided for therein.

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.

Crafton Lee Brown, Jr.
5 Crain Highway, N.E. (P.O. BOX 728)
Attorney for Plaintiff
Glen Burnie, Maryland SO 6-8370

William H. Gorman, II
929 North Howard Street
Baltimore, Maryland 21201
LE 9-3240
Attorneys for Plaintiff

FILED
1964 DEC 29 PM 3:18

FHA Form No. 2127-H
(Revised July 1954)

App. #6539

BOOK 1492 PAGE 181

MORTGAGE

No. 16,876 Equity

THIS MORTGAGE, Made this 7th day of July, A. D. 1961, by and between

George P. Harned, Jr. and Audrey R. Harned, his wife

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

James W. Rouse & Company, Inc., a body corporate

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

WHEREAS, the Mortgagor, ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of Twelve Thousand Four Hundred and 00/100--- Dollars ($12,400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-half per centum (5½ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Inc., in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Seventy and 43/100------------------------------ Dollars ($ 70.43), commencing on the first day of August, 19 61, 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, 1991. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16--55500-6

BEING known and designated as Lot No. 308, Block E as shown on Plat entitled "Munroe Gardens, Section 2" and recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 28. The improvements thereon being known as 308 Ninth Avenue.

BEING the same lot of ground which by deed of even date herewith recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Stanley M. Citko and Margaret V. Citko, his wife unto the Mortgagors herein.

JUL 20 1961

2.20

FOR VALUE RECEIVED and without recourse, JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within mortgage unto Central Savings Bank its successors and assigns.

AS WITNESS the signature of JAMES W. ROUSE & COMPANY, INCORPORATED, by the hand of its vice-president, together with its corporate seal hereto affixed this 16th day of August 1961.

WITNESS

Thelma K. Iglauer

JAMES W. ROUSE & COMPANY, INCORPORATED.

BY Harry H. Batchelor
Vice President - Harry H. Batchelor

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

FILED
1964 DEC 29 PM 3: 18

Petitioner's Exhibit ...

3

LIBER 160 PAGE 583

BOOK 1492 PAGE 182

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wiring, switches, electric fixtures, bells, insulations, and all other waters, piping, wiring, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty hereby conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

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

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

*"In addition to the payments called for herein, the parties of the first part covenant and agree to pay to the holder of said mortgage, on demand, any mortgage insurance premiums which said holder may be required to pay to the Federal Housing Commissioner."

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder.* The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 90 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

9. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Joseph H. Young, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred Twenty-Four ------Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

J. Warren Eberhardt
J. WARREN EBERHARDT

George P. Harned Jr. [SEAL]
George P. Harned, Jr.

[SEAL]

[SEAL]
Audrey R. Harned

Audrey R. Harned [SEAL]

STATE OF MARYLAND, Baltimore County to wit:

I HEREBY CERTIFY, That on this the 7th day of July, 19 61, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared George P. Harned, Jr. and Audrey R. Harned, his wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

J. Warren Eberhardt
J. WARREN EBERHARDT
Notary Public

My commission expires:

Harned, wife

1100

Rec'd for record July 20, 1961 at 8:55 A.M.
Mailed to William E. Dixon
C.

ANNE ARUNDEL COUNTY
#6539

5M-8-57

SHORT ASSIGNMENT
OF MORTGAGE

FROM
JAMES W. ROUSE & CO., INC.

TO
CENTRAL SAVINGS BANK

Received for Record ____ 19__ o'clock ____ M. Same day
Recorded in Liber ____ No. ____
Folio ____ etc., one of the Anne Arundel Records of Baltimore County, and examined.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 AUG 23 AM 8:54
& RECORDED IN LIBER TTC
NO. 1492 FOLIO 185
GEO. T. CROMWELL, CLERK

Per
WILLIAM E. DIXON
ATTORNEY AT LAW
210 N. CALVERT ST.
BALTIMORE 2, MD.
Clerk.
Pd. 1.00

U. S. GOVERNMENT PRINTING OFFICE 10—55500-9

LIBER 160 PAGE 586

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore, Maryland 21203
Plaintiff

VS.

GEORGE P. HARNED, JR.
AND
AUDREY R. HARNED, his wife
308 Ninth Avenue, S.E.
Glen Burnie
Anne Arundel County, Maryland
Defendant

IN THE

CIRCUIT COURT FOR

Anne Arundel
~~BALTIMORE~~ COUNTY

Docket No. 22, Folio 320

Equity No. 16,876.

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE ~~COUNTY~~ (CITY), To Wit:

I HEREBY CERTIFY, that on the 21st day of December, 1964, before me. the subscriber, a Notary Public of the State of Maryland, ~~in and for~~ ~~Baltimore County~~ (~~City~~) personally appeared Charles E. Dishler, Vice-President of CENTRAL SAVINGS BANK 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 Acts;

(4) Said Defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

H. ARTHUR STISSEL Notary Public
My Commission Expires May 3, 1965

Charles E. Dishler Affiant

FILED
1964 DEC 29 PM 3:18

E-118—1 M—7-64.

LIBER 160 PAGE 587

CENTRAL SAVINGS BANK
Charles & Lexington Street
Baltimore, Maryland 21203

VS.
GEORGE P. HARNED, JR.
AND
AUDREY R. HARNED, his wife
308 Ninth Avenue, S.E.
Glen Burnie
Anne Arundel County, Maryland

IN THE
Circuit Court for ~~Baltimore~~ ANNE ARUNDEL ~~XXXXXXX~~ County
IN EQUITY
No. 16,876

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of CENTRAL SAVINGS BANK

under the mortgage from GEORGE P. HARNED, JR. and AUDREY R. HARNED, his wife

to JAMES W. ROUSE & COMPANY, INC.

dated the 7th day of July, 1961, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 1492 Folio 181

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE	$12,400.00
LESS: Principal Payments Made	562.97
BALANCE DUE ON PRINCIPAL	$11,837.03
WITH INTEREST at 5½% from 9-1-64	
PLUS: Two late charges for October & November @ $1.93	3.86
Subject to credit balance in expense account	113.03

CENTRAL SAVINGS BANK

By: Charles E. Dishler
Charles E. Dishler, Vice-President

City

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

I HEREBY CERTIFY, that on this 21st day of December 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 of Baltimore~~, personally appeared Charles E. Dishler, Vice President of CENTRAL SAVINGS BANK

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.

H. Arthur Stissen
H. ARTHUR STISSEN Notary Public
My Commission Expires May 3, 1965

FILED
1964 DEC 29 PM 3:18

7

E-117—1M—10-62.

Decree in Circuit Court for ~~Baltimore~~ Anne Arundel County.

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore, Maryland 21203

Vs.

GEORGE P. HARNED, JR.
AND
AUDREY R. HARNED, his wife
308 Ninth Avenue, S.E.
Glen Burnie
Anne Arundel County, Maryland

DOCKET_____ FOLIO_____

CASE NO. 16876

FILED _____

IN THE

CIRCUIT COURT

FOR
Anne Arundel
~~BALTIMORE~~ COUNTY

_____TERM, 19____

LIBER 160 PAGE 588

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

O. Bowie Duckett

_____
JUDGE

FILED
1964 DEC 30 PM 2:13

8

LIBER 160 PAGE 589

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

FIDELITY AND DEPOSIT COMPANY 75th ANNIVERSARY 1890-1965

BOND NO. 78 61 090

No. 16,876 Equity

BOOK 13 PAGE 26

KNOW ALL MEN BY THESE PRESENTS:

That we, Grafton Lee Brown, Jr., 5 Crain Highway, N. E. Glen Burnie, 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 Ten Thousand and 00/100----------($10,000.) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of January in the year of our Lord one thousand nine hundred and sixty-five.

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 Central Savings Bank

vs:

George P. Harned, Jr. & Audrey R. Harned, 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 B. Williams

Grafton Lee Brown (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney *As to Surety*

By Clinton A. Killam, Jr. *Attorney-in-Fact*

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

FILED
1965 JAN 22 AM 9:33

Bond approved this 22nd day of January 1965

Lewis R. Phipps, Clerk

WILLIAM H. GORMAN, II,
Solicitor
929 North Howard Street
Baltimore, Maryland, 21201
and
GRAFTON LEE BROWN, JR.,
Solicitor
5 Crain Highway, N.E.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
308 NINTH AVENUE, S.E.
GLEN BURNIE, ANNE
ARUNDEL COUNTY,
MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, Central Savings Bank vs. George P. Harned, Jr. and Audrey R. Harned, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

MON., FEB. 1, 1965
AT 11:00 O'CLOCK A.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 Lot No. 308, Block E, as shown on Plat entitled "Munroe Gardens, Section 2" and recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 28. The improvements thereon being known as 308 Ninth Avenue. In fee simple forever.

No. M. 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 frame rancher with five rooms and bath. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale. Purchaser to pay cost of all documentary stamps, recording costs and transfer taxes.

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

GRAFTON LEE BROWN, JR.
Trustee
E. T. NEWELL & CO.
PL. 2-3580
Auctioneer ..J-28

OFFICE OF 16,876

LIBER 160 PAGE 590

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1965

We hereby certify, that the annexed

Trustee's Sale

George P. Harned, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of February, 1965. The first insertion being made the 7th day of January, 1965.

FILED
1965 FEB -1 PM 1:45

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

LIBER 160 PAGE 591

I HEREBY CERTIFY, That Central Savings Bank did this 1st day of February, 1965, purchase the property known as Lot No. 308, Block E, as shown on Plat entitled "Munroe Gardens, Section 2" and recorded among the Land Records of Anne Arundel County in Plat Book 24 folio 28. The improvements thereon being known as 308 Ninth Avenue. At and for the sum of $ 8,000.00 and I hereby agree to comply with the terms of sale as set forth on the advertisement of sale, and I further certify that this sale was fairly made.

CENTRAL SAVINGS BANK

Harry H. Batchelor, Agent

I HEREBY CERTIFY, That I did sell at Public Auction on Monday, February 1, 1965, at 11:00 a.m. the property known as 308 Ninth Avenue, S.E., Glen Burnie, Maryland, belonging to George P. Harned, Jr. and Audrey R. Harned, his wife, at and for the sum of $ 8,000.00 the successful bidder being Central Savings Bank and the sale was fairly made.

E. T. NEWELL & COMPANY

By: Harry C. Miller

FILED
1965 FEB -3 AM 10: 39

E. T. Newell & Co., Inc.
120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1st day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared HARRY H. BATCHELOR, 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) they are~~

(that he is the agent for the purchaser, Central Savings Bank,) and ~~they are~~

that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

~~they have~~

Central Savings Bank (SEAL)

By Harry H. Batchelor (SEAL)
Purchaser
Harry H. Batchelor, Agent

Address

FILED
1965 FEB -3 AM 10:39

HARRY C. MILLER NOTARY PUBLIC

Notary Public
Harry C. Miller

12

~~REPORT OF SALE~~

LIBER 160 PAGE 593

CENTRAL SAVINGS BANK

vs.

GEORGE P. HARNED, JR. and
AUDREY R. HARNED, his wife
308 Ninth Avenue, S.E.
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

~~OF~~
FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

NO. 16,876 EQUITY

To The Honorable Judge of the
Circuit Court of ~~Baltimore City~~ 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 the fee simple property known as 308 Ninth Avenue, S.E., Anne Arundel County,

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, Grafton Lee Brown, Jr. did pursuant to said notice on 1st ~~the~~ day of February 1965 at 11:00 o'clock A. M. attend on the premises and then and there sold the fee simple property known as 308 Ninth Avenue, S.E., Anne Arundel County, Maryland, and described in the attached advertisement of sale to the Central Savings Bank, at and for the price of Eight thousand dollars ($8,000.00), cash upon ratification of sale, the said Central Savings Bank, being the highest bidder therefor.

Grafton Lee Brown, Jr., Trustee

State of Maryland, ~~City of Baltimore~~ County of Anne Arundel, *Sct:*

I HEREBY CERTIFY, That on this 1st day of February 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County ~~of Baltimore~~ aforesaid, personally appeared GRAFTON LEE BROWN, JR.

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

As witness my hand and Notarial Seal,

Patricia B. Collier *Notary Public.*

Patricia B. Collier

1965 FEB -3 AM 10:39 FILED

13

WILLIAM H. GORMAN, II,
Solicitor
929 North Howard Street
Baltimore, Maryland, 21201
and
GRAFTON LEE BROWN, JR.,
Solicitor
5 Crain Highway, N.E.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
308 NINTH AVENUE, S.E.
GLEN BURNIE, ANNE
ARUNDEL COUNTY,
MARYLAND

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, Central Savings Bank vs. George P. Harned, Jr. and Audrey R. Harned, his wife, the undersigned Trustee will sell at Public Auction on the premises the fee simple property below described on

MON., FEB. 1, 1965
AT 11:00 O'CLOCK A.M.

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TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a frame rancher with five rooms and bath. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale. Purchaser to pay cost of all documentary stamps, recording costs and transfer taxes.

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

GRAFTON LEE BROWN, JR.
Trustee
E. T. NEWELL & CO.
PL. 2-3580
Auctioneer

J-28

ORDER NISI

LIBER 160 PAGE 595

CENTRAL SAVINGS BANK

versus

GEORGE P. HARNED, JR. and
AUDREY R. HARNED, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,876 Equity

Ordered, this 3rd day of February, 19 65, 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 15th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Grafton Lee Brown, Jr. Atty.
(Final Order)

For the Maryland Gazette (Feb. 11th Edition)

CENTRAL SAVINGS BANK

versus

GEORGE P. HARNED, JR. and
AUDREY R. HARNED, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of March, 19 65 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED

1965 MAR 26 PM 3:38

14

LIBER 160 PAGE 596

CENTRAL SAVINGS BANK Charles & Lexington Streets Baltimore, Maryland 21203	:	IN THE CIRCUIT COURT
vs.	:	FOR
GEORGE P. HARNED, JR. AND AUDREY R. HARNED, his wife 308 Ninth Avenue Glen Burnie Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY Docket , Folio Case No. 16,826

PETITION TO SUBSTITUTE THE
FEDERAL HOUSING COMMISSIONER AS PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Grafton Lee Brown, Jr., Trustee, respectfully represents unto Your Honor:

1. That your Petitioner, by his Report of Sale filed in these proceedings, sold certain fee simple property situate in Anne Arundel County, known as 308 Ninth Avenue, Glen Burnie, Maryland, and described in these proceedings, to Central Savings Bank.

2. That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, THE FEDERAL HOUSING COMMISSIONER OF WASHINGTON, D.C., which procedure is approved under Regulations of the Federal Housing Administration currently in force.

WHEREFORE, your Petitioner prays that this Honorable Court pass an Order, pursuant to the provisions of Rule W74g3 of the Maryland Rules of Procedure, substituting THE FEDERAL HOUSING COMMISSIONER OF WASHINGTON, D.C. as purchaser in the place and stead of Central Savings Bank.

Grafton Lee Brown, Jr., Trustee

FILED
1965 FEB -9 AM 10:13

15

A S S E N T

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

Grafton Lee Brown, Jr., Trustee

CENTRAL SAVINGS BANK

By Charles E. Dishler
Charles E. Dishler
Vice President

O R D E R

Upon the aforegoing Petition and Assent, it is hereby this 10th day of February, 1965, by the Circuit Court for Anne Arundel County, ORDERED, That THE FEDERAL HOUSING COMMISSIONER OF WASHINGTON, D.C. be and he is hereby substituted as purchaser of the property referred to in these proceedings, known as 308 Ninth Avenue, Glen Burnie, Anne Arundel County, Maryland, in the place and stead of Central Savings Bank.

Matthew S. Brown
JUDGE

FILED
1965 FEB 11 AM 11:12

14

LIBER 160 PAGE 598

CENTRAL SAVINGS BANK * IN THE

CIRCUIT COURT

Plaintiff

FOR

vs.

GEORGE P. HARNED, JR. and * ANNE ARUNDEL COUNTY
AUDREY R. HARNED, his wife

Defendants NO. 14,876 EQUITY

* * * * *

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance as attorney for Central Savings Bank, Plaintiff, in the above entitled proceedings.

John A. Blondell
5 Crain Highway, N. E.
(P. O. Box 728)
Glen Burnie, Maryland 21061
SO 6-83700

FILED

1965 FEB 19 AM 9:15

17

LIBER 160 PAGE 599

CENTRAL SAVINGS BANK
Charles & Lexington Streets
Baltimore, Maryland 21203

Plaintiff

vs.

GEORGE P. HARNED, JR. and
AUDREY R. HARNED, his wife
308 Ninth Avenue, S. E.
Glen Burnie, Anne Arundel
County, Maryland

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 16876 EQUITY

* * * * *

PETITION FOR APPOINTMENT OF SUBSTITUTE TRUSTEE IN MORTGAGE FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Central Savings Bank, by its attorney, John A. Blondell, respectfully represents:

1. That on the 30th day of December, 1964, Grafton Lee Brown, Jr. was appointed Trustee to make the sale in foreclosure of the mortgage filed with the Petition and Decree, authorizing the sale of said property, in accordance with the terms of said mortgage.

2. That the Report of Sale in these proceedings was made by the Trustee prior hereto.

3. On February 11, 1965, Grafton Lee Brown, Jr., trustee, died.

4. Petitioner is advised that the matters and papers pertaining to these proceedings have been processed in the law offices of Brown and Blondell, attorneys, and that the surviving partner of said law firm, namely, John A. Blondell, is familiar with the matters and is in a position to fulfill the duties of substitute trustee.

FILED

1965 FEB 19 AM 9:15

18

WHEREFORE, Petitioner prays:

1) That John A. Blondell be appointed substitute trustee to make the foreclosure sale of the property in these proceedings.

2) And for such other relief as Petitioner's case may require.

AND as in duty bound, etc.

CENTRAL SAVINGS BANK

By: John A. Blondell

John A. Blondell
5 Crain Highway, N. E.
(P. O. Box 728)
Glen Burnie, Maryland 21061
SO 6-8370
Attorney for Petitioner

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

I HEREBY CERTIFY, That on this 18th day of February, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN A. BLONDELL, who made oath in due form of law that the matters and facts in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Patricia B. Collier

Notary Public

Patricia B. Collier

19

LIBER 160 PAGE 601

CENTRAL SAVINGS BANK *
Charles & Lexington Streets
Baltimore, Maryland 21203

Plaintiff *

vs.

GEORGE P. HARNED, JR. and
AUDREY R. HARNED, his wife
308 Ninth Avenue, S. E. *
Glen Burnie, Anne Arundel
County, Maryland

Defendants *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 16,876 EQUITY

****

ORDER

Upon the aforegoing Petition for Appointment of Substitute Trustee in Mortgage Foreclosure and Affidavit, it is this 22nd day of February, 1965, by the Circuit Court for Anne Arundel County, ORDERED, that John A. Blondell, be and he is hereby appointed substitute trustee to act in the place in stead of the said Grafton Lee Brown, Jr., now deceased, and

It is further ORDERED that the said John A. Blondell follow the same course and manner of the proceedings as directed to the said Grafton Lee Brown, Jr., deceased, in the order of this Court passed in the above entitled proceedings on the 30th day of December, 1964.

O. Bowie Duckett

JUDGE

FILED
1965 FEB 23 AM 10: 13

LIBER 160 PAGE 602

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,876 EQUITY

Central Savings Bank
versus
GEORGE P. HARNED, JR.
And AUDREY R. HARNED,
his wife

Ordered, this 3rd day of February, 1965, 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 15th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March next.

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

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

M-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,876
George P. Harned, Jr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of March, 1965. The first insertion being made the 11th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidyman

FILED

1965 MAR 15 PM 4:06

2 | No. M.G. 5-641

LIBER 160 PAGE 603

In the Case of

CENTRAL SAVINGS BANK

VS.

GEORGE P. HARNED, JR. AND
AUDREY R. HARNED, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,876 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
1965 APR -1 PM 12: 08

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th day of April, 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 E. Jankowski, deputy

FILED
1965 APR 20 PM 1:04

23

Dr. Mortgaged Real Estate of George P. Harned, Jr. and Audrey R. Harned, his wife

In Acct. with John A. Blondell , Substitute Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			8,000	00		
By	Interest, 6% on deferred payment						
	$7,500.00 from 2/1/65 to 4/1/65			75	00		
						8,075	00
To	Trustee for fee, viz	124	00				
To	Trustee for commission, viz	270	00				
				394	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	38	25				
	Auditor, this account	35	00				
				83	25		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	97	24				
	Fidelity & Deposit Co. of Maryland,-bond	40	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Adjustment, taxes, from 1/1/65 to 1/31/65	7	16				
	Adjustment, sanitary charges from 1/1/65 to 1/31/65	2	71				
				182	11		
To	Central Savings Bank, Mortgagee on account of Mortgage claim	7,415	64				
				7,415	64		
						8,075	00
	Balance due on mortgage as per mortgage claim filed	11,727	86				
	Interest 5½% thereon from 9/1/64 to 4/15/65	403	12				
		12,130	98				
	Credit amount allowed above	7,415	64				
	This amount subject to decree in personam	4,715	34				