WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	OF
ARNOLD EARL TRIPP	:	ANNE ARUNDEL COUNTY (In Equity)

No. 16,911 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "plaintiff's Exhibit 'A'" -

1. Original Mortgage from Arnold Earl Tripp, unmarried to Baltimore Federal Savings and Loan Association dated October 11, 1963, and recorded among the Land Records of Anne Arundel County In Liber LNP 1701 folio 156.

Walter S. Calwell
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

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VA Form 26-6318 (Home Loan) Revised February 1963. Use Optional. Section 1810 Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

LIBER 161 PAGE 2

LNP BOOK 1701 PAGE 156

252-77-1.2.

MARYLAND

MORTGAGE

No. 16,911 Equity

THIS MORTGAGE, made this 11th day of October, A. D. 1963, by and between ARNOLD EARL TRIPP, unmarried

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 EIGHT THOUSAND and 00/100 Dollars ($ 8,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 92/100 Dollars ($ 53.92), commencing on the first day of November, 1963, 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 October, 1983. 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 Nos. 1, 2 and 3, Block 5, as designated and shown on the Plat of "Carrollton Manor" dated April, 1933 by J. Revell Carr, Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 9 folio 23, with an easement to the property shown on said map or plat as "Community Beach", with access to the Severn River for bathing, boating and noncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, the right to install telephone and electric poles and wires, gas and water mains or to give licenses and permits for the same.

BEING the same lots of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Russell R. Hall and Lillian M. Hall unto the herein Mortgagor.

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

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described 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:

"USED" Electric Refrigerator

Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever, in fee simple.

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

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, as trustee (under the terms of this agreement as hereinafter stated) 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 as trustee 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, as trustee, 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 as trustee 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, as trustee, 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 as trustee 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 (30) 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 ($50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under Title 38 United States Code, such Title 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 Title 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, Edmund M. Ward,

Arnold Earl Tripp [SEAL]
Arnold Earl Tripp
[SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1701 PAGE 160

I HEREBY CERTIFY, That on this 11th day of October, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Arnold Earl Tripp, unmarried the above named Mortgagors, and he acknowledged the foregoing mortgage to be hie 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.

1000

Edmund M. Ward. Notary Public.

EDMUND M. WARD NOTARY PUBLIC BALTIMORE CO., MD.

Expires: May 3rd, 1965.

Rec'd for record Oct. 16, 1963 at 12:11 P.M.
Mailed to Callahan & Calwell

62688
S. S.
Examiner
Recorded Dec.
Written by
Proved
Ready for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
ARNOLD EARL TRIPP

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL, Attorney Named In Mortgage VS. ARNOLD EARL TRIPP	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,911 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 29th 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(~~xx~~) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(~~xx~~) is not in the Military Service of the United States of America;

(2) Said Defendant(~~x~~) is not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant(~~x~~) has not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant(~~x~~) is not a member(~~s~~) of the Enlisted Reserve Corps who has been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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1965 JAN -7 AM 9:17

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ARNOLD EARL TRIPP	:	ANNE ARUNDEL COUNTY In Equity - No. 16,911 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the Mortgage from Arnold Earl Tripp,

to Baltimore Federal Savings and Loan Association dated the 11th day of October 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP No 1701 Folio 156.

Amount of Mortgage	$8,000.00	
Less - amount paid on principal	173.29	
	7,826.71	7826.71
Plus - interest to 12/21/64	195.14	10.31
	8.021.85	7837.02
Plus - balance of overdraft in expense account	10.31	
	$8.032.16	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of December, 19 64 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

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CALLAHAN AND CA[illegible]LL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arnold Earl Tripp, unmarried to Baltimore Federal Savings and Loan Association, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1701 follo 156 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, FEBRUARY 11th, 1965 AT THREE P.M.

all that fee simple lot of ground situate and lying in Third Election District of Anne Arundel County, Maryland, on the east side of Emerson Place and described as follows:

BEING known and designated as Lot Nos. 1, 2 and 3, Block 5, as designated and shown on the Plat of "Carrollton Manor" dated April, 1933 by J. Revell Carr, Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 9 folio 23, with an easement to the property shown on said map or plat as "Community Beach", with access to the Severn River for bathing, boating and noncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, the right to install telephone and electric poles and wires, gas and water mains or

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages, thereunto belonging, or in anywise the same.
to give licenses and permits for appertaining.

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story detached frame dwelling, containing 5 rooms, 1 bath, oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneers

F-4

16,911

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 8

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1965

We hereby certify, that the annexed

Attorney's Sale

Arnold Earl Tripp,

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 11th day of February, 1965. The first insertion being made the 21st day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

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7 16911 Equity.

Mortgagee and Attorney's Bond.

1-369

LIBER 161 PAGE 9

BOOK 13 PAGE 57

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 19-0370-0199-65

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 EIGHTY-ONE HUNDRED AND NO/100 - - - - - - - - - - ($8100.00) - - - - - - - - - - - - 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 8th 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 Arnold Earl Tripp to the Baltimore Federal Savings and Loan Association

bearing date the 11th day of October nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L. N. P. No. 1701, Folio 156, ~~and~~

is about to sell the land and premises described in said Mortgage, Emerson Place - Anne Arundel County, Maryland default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

~~Attest~~
Witness as to Surety:
J. McDuffie
J. McDuffie

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
R. H. Nichols, Attorney-in-fact

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Bond approved this 10th day of February, 1965

Louis N. Phipps, Clerk

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WALTER S. CALWEL, Attorney Named in Mortgage VS. ARNOLD EARL TRIPP	:	IN THE CIRCUIT COURT FOR BALTIMORE COUNTY Docket 16,911

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 15th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser
CHARLES E. WILLIAMS ~~Vice~~ President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

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CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Arnold Earl Tripp, unmarried to Baltimore Federal Savings and Loan Association, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1701 folio 156 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, FEBRUARY 11th, 1965 AT THREE P.M.

all that fee simple lot of ground situate and lying in Third Election District of Anne Arundel County, Maryland, on the east side of Emerson Place and described as follows:

BEING known and designated as Lot Nos. 1, 2 and 3, Block 5, as designated and shown on the Plat of "Carrollton Manor" dated April, 1933 by J. Revell Carr, Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 9 folio 23, with an easement to the property shown on said map or plat as "Community Beach", with access to the Severn River for bathing, boating and noncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, the right to install telephone and electric poles and wires, gas and water mains or to give licenses and permits for the same.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story detached frame dwelling, containing 5 rooms, 1 bath, oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E. T. NEWELL & CO., INC.,
Auctioneer F-4

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LIBER 161 PAGE 11

WALTER S. CALWELL Attorney Named in Mortgage VS. ARNOLD EARL TRIPP	: : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) No. 16,911

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P No. 1701 folio 156 from said Arnold Earl Trip, unmarried 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-Gazett 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 11th day of February, 1965 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot Nos. 1, 2 and 3, Block 5, as designated and shown on Plat of "Carrollton Manor, dated April, 1933 by J. Revell Carr, Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 9 folio 23; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Sixty-four Hundred ($6400.00) Dollars, aid purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of February, 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

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ORDER NISI

LIBER 161 PAGE 13

WALTER S. CALWELL ATTORNEY NAMED
IN MORTGAGE

versus

ARNOLD EARL TRIPP

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,911 Equity

Ordered, this 16th 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 22nd 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 22nd day of March next.

The report states that the amount of sale was $6,400.00

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty.
(Final Order)

TEST: Clerk.
FOR: MARYLAND GAZETTE Feb. 18th Edition

WALTER S. CALWELL ATTORNEY NAMED
IN MORTGAGE

versus

ARNOLD EARL TRIPP

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23rd 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 Bruce Duckett
JUDGE.

FILED

1965 MAR 24 AM 10: 59

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		
ARNOLD EARL TRIPP	:	ANNE ARUNDEL COUNTY
	:	In Equity - No.16,911

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 fee simple property situated in Anne Arundel County, known as ~~Nos~~ Lots Nos. 1, 2 and 3 Block 5, as shown ~~and~~ on Plat of "Carrollton Manor, recorded in Plat Book 9 folio 23 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 ~~Gilmore 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 W. J. Driver ~~Gilmore 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 FEB 16 AM 9:26

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 16th day of February 1965

ORDERED by the Circuit Court for Anne Arundel County (In Equity) 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 Lots Nos. 1, 2 and 3, Block 5, as shown On Plat of "Carrollton Manor, recorded in Plat Book 9 folio 23, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

O Bruce Duckett
Judge

FILED
1965 FEB 17 PM 3:56

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,911 Equity

WALTER S. CALWELL, attorney named in mortgage

versus

ARNOLD EARL TRIPP

Ordered, this 16th 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 22nd 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 22nd day of March next.

The report states that the amount of sale was $6,400.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-11

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 16

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,911

Arnold Earl Tripp

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of March, 1965. The first insertion being made the 18th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 MAR 15 PM 4:06

No. M. G. 5682

16

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

ARNOLD EARL TRIPP

In the

Circuit Court

For

Anne Arundel County

No. 16,911 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 -2 AM 11:23

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.

Clerk
Per: , deputy

FILED
1965 APR 20 PM 1:03

Dr. Mortgaged Real Estate of Arnold Earl Tripp

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

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			6,400	00		
By	Interest 6% on deferred payment						
	$5,900.00 from 2/11/65 to 3/24/65.			45	86		
						6,445	86
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	222	00				
				272	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	35	00				
				76	25		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	84	57				
	New Amsterdam Casualty Co. - bond	32	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment taxes, from 1/1/65 to 2/11/65	11	41				
				164	23		
To	Baltimore Federal Savings & Loan Assoc.						
	Mortgagee, on account of mortgage claim	5,933	38				
				5,933	38		
						6,445	86
	Balance due on mortgage as per mortgage						
	claim filed	8,032	16				
	Interest $5\frac{1}{4}$% on principal balance						
	$7,837.02 from 12/22/64 to 4/19/64	134	76				
		8,166	92				
	CREDIT amount allowed above	5,933	38				
	This amount subject to decree in personam	2,233	54				

IN THE MATTER OF	:	IN THE CIRCUIT COURT
MARY WINSTON HERGET	:	FOR BALTIMORE COUNTY
	:	IN EQUITY
	:	#42250
	:	66/223.

: No. 17,151 Equity

3

ORDER OF COURT

The above entitled matter having come on for hearing pursuant to a prior Order of this Court no one having appeared on behalf of the alleged Incompetent, Mary Winston Herget, and no one having contested this matter, and the proceedings herein including the Petition and Exhibits having been duly considered by the Court, it is this 15th day of April, 1959 by the Circuit Court for Baltimore County ORDERED, ADJUDGED and DECREED that the said Mary Winston Herget is hereby declared to be incompetent by reason of a mental disability; and

IT IS FURTHER ORDERED that John G. Hennegan be and he is hereby appointed as Committee for the said Mary Winston Herget to take charge of and manage her property, provided, however, that the said John G. Hennegan post bond in the amount of $2000.00 for the performance of his duties as said Committee.

John E. Raine, Jr.

John E. Raine, Jr.

FILED
1959 APR 28 PM 12:24
CLERK OF CIRCUIT COURT, BALTO. CO.

FILED
1965 APR 19 AM 10:44

IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
MARY WINSTON HERGET	:	BALTIMORE COUNTY
	:	IN EQUITY
	:	66/223 42250

C E R T I F I C A T I O N

STATE OF MARYLAND, BALTIMORE COUNTY , To Wit:

I HEREBY CERTIFY, That the aforegoing is a true copy taken from the original Order of Court filed April 28, 1959, and that an approved bond was filed on May 14, 1959, which is still in full force and effect.

In testimony whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 19th day of February ,1965.

Robert R. Lee C
Clerk of the Circuit Court
for Baltimore County.

66/223 42250

LIBER 161 PAGE 21

IN THE MATTER OF : IN THE CIRCUIT COURT

MARY WINSTON HERGET,

INCOMPETENT : FOR BALTIMORE COUNTY

. . . . . No. 17,151 Equity

PETITION TO TRANSFER PROPERTY TO ANOTHER FIDUCIARY

1. That your Petitioner was appointed by this Honorable Court on April 20th, 1959 as committee of the property of Mary Winston Herget.

2. That as of September 5th, Mary Winston Herget has been living in Florida which has been more fully recited in Petitions heretofore filed.

3. That Harry T. Gray was appointed guardian of the said Mary Winston Herget on October 22nd, 1964 by Order of Judge Page Haddock of the County Judges' Court, Duval County, Florida, which certified copy of his appointment is hereto attached as well as a copy of the recorded bond in the amount of $3,000.00.

4. That as has been recited by previous Petitions, your Petitioner feels it most advantageous that this committee be terminated and the assets be turned over to the guardian aforesaid in Florida.

5. That part of the assets belonging to your committee consists of chattels now held in storage by the Essex Van and Storage Co. and that your Petitioner has received from them an estimate of from $150.00 to $200.00 for the purpose of shipping and insuring said assets to the new guardian in Florida.

6. That the guardian in Florida requests that the above chattels be shipped to Mary Winston Herget at 2345 Post Street, Jacksonville, Florida for her use.

7. That in addition to the above chattels your Petitioner has in his possession six shares of American Telephone and Telegraph Company stock and deeds to a lot 23 Block EEE on Plat entitled Plat

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1965 APR 19 AM 10:40

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3

No. 11, Cape St. Clare, recorded among the Plat Records of Anne Arundel County in Plat Book 22 folio 42, as well as cash in the form of a checking account at the Mercantile Safe Deposit and Trust Company and a savings account at the First National Bank, Towson, Maryland 21204.

WHEREFORE, your Petitioner prays that he be authorized by this Honorable Court to:

A. Ship the above chattels by Essex Van & Storage to Mary Winston Herget, 2345 Post Street, Jacksonville, Florida, and be allowed the expenses of shipping and insuring same.

B. Endorse the above six shares of American Telephone and Telegraph Company stock to Harry T. Gray, Guardian of Mary Winston Herget and forward same.

C. Execute and record deed for lot number 23, Block EEE on Plat entitled Plat No. 11, Cape St. Clare and upon return from clerk of the Court for Anne Arundel County, foward same to the said Harry T. Gray.

D. That the cash both savings and checking accounts be held by your Petitioner until such time as he has filed a final account in these proceedings at which time he be allowed to file an additional Petition for the release of these assets.

E. And such other and further relief to which he may be entitled.

AND AS IN DUTY BOUND, etc.

John G. Hennegan,
Committee for Mary Winston Herget

IN THE MATTER OF LIBER 161 PAGE 23 IN THE CIRCUIT COURT

MARY WINSTON HERGET,

INCOMPETENT : FOR BALTIMORE COUNTY

. . . . . .

ORDER

Upon the aforegoing Petition it is this 9th day of November, 1964, ORDERED by the Circuit Court for Baltimore County that John G. Hennegan, Committee of Mary Winston Herget, transfer by shipment by Essex Van and Storage all the chattels recited in the above Petition to Mary Winston Herget, 2345 Post Street, Jacksonville, Florida, and be allowed the expenses of shipping and insuring same; endorse six shares of American Telephone and Telegraph Company stock to Harry T. Gray, Guardian of Mary Winston Herget and forward same; execute and record deed for lot number 23, Block EEE, on Plat entitled Plat No. 11, Cape St. Clare and forward deed to Harry T. Gray upon return of same from the Clerk of the Court, retain cash in checking and savings accounts until such time as the said John G. Hennegan files his final account in these proceedings.

John E. Raine, Jr.
Judge

IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
MARY WINSTON HERGET	:	
INCOMPETENT	:	BALTIMORE COUNTY
	:	IN EQUITY
	:	66/223 42250

C E R T I F I C A T I O N

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, That the aforegoing is a true photostatic copy taken from the original Petition and Order of Court filed November 9, 1964.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 9th day of April, 1965.

Robert R. Gill

Clerk of the Circuit Court for Baltimore County.

LIBER 161 PAGE 25

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES PHILIP TRAVERS, JR. and KAY BROWN TRAVERS, his wife	* * * *	NO. 16,879 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, file the statement of mortgage claim, and enter our appearance.

ANDERSON & ANDERSON

BY: Richard G. Anderson

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

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

FILED
1964 DEC 31 AM 11:12

PURCHASE MONEY
THIS MORTGAGE, Made this 20th day of May in the year One thousand nine hundred and sixty by JAMES PHILIP TRAVERS, JR. and KAY BROWN TRAVERS, 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 Four thousand five hundred Dollars ($4,500.00), on the Forty-five (45) 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 Four thousand five hundred ($4,500.00) dollars has been applied as part of the purchase money for the property hereinafter described.

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 lot(s) or parcel(s) of ground, situate, lying and being in Fourth Election District of Anne Arundel County in the State of Maryland, and more particularly described as follows, according to a plat and survey thereof made by James D. Hicks, surveyor, in April, 1960, to wit:

BEGINNING for the same at an iron pipe here set on the West side of a 40 foot wide County Road; said iron pipe and point of beginning is located North 85 degrees 47 minutes West 40.00 feet and North 4 degrees 13 minutes East 11.85 feet from the Southwestmost corner of that conveyance from James A. Butler and wife to Joseph J. Escavage and wife by deed dated February 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194, folio 24. Thence from the point of beginning so fixed and running at right angles to said County Road, North 85 degrees 47 minutes West 100.0 feet to an iron pipe; thence running parallel to the above mentioned County Road, North 4 degrees 13 minutes East 77.50 feet to an iron pipe here set; thence running with part of the division line between Lots 5 and 6, as shown on an unrecorded plat prepared by J. R. McCrone, Jr., surveyor, dated February 12, 1953, South 85 degrees 47 minutes East 100.0 feet to the Westerly side of the above mentioned County Road; thence binding on the Westerly side of said County Road, South 4 degrees 13 minutes West 77.50 feet to the point of beginning. Containing 7,750 square feet of land, more or less, within the bounds of this description. Being Lot No. 5-B as shown on a plat by James D. Hicks, Surveyor, dated April 23, 1960.

BEING all of the same property which was conveyed from James A. Butler and May Butler, his wife, and another, to the said James Philip Travers, Jr. and Kay Brown Travers, his wife, by deed bearing 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. See also Quit Claim Deed and Release bearing even date herewith from William C. Tawes and wife also recorded or intended to be recorded among the aforesaid Land Records immediately prior to the recordation of these presents.

FILED
1964 DEC 31 AM 11:12

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

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 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:

Louise A. Flester
Louise A Flester

James Philip Travers Jr. (SEAL)
James Philip Travers, Jr.

Kay Brown Travers (SEAL)
Kay Brown Travers

TEST:

(SEAL)

(SEAL)

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

I HEREBY CERTIFY, that on this 20th day of May---------- in the year One thousand nine hundred and sixty----------, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared James Philip Travers, Jr. and Kay Brown Travers, 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.

Louise A. Flester
Louise A. Flester Notary Public

My Commission Expires: May 1, 1961

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, To Wit:

I HEREBY CERTIFY, that on this 25th day of May---------- in the year One thousand nine hundred and sixty----------, 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.

Myrtle Sturm
Myrtle Sturm Notary Public

Rec'd for record 26 May 1960 at 1:01 P.M. 9.00

Mailed to The Laurel Bldg. Assn. of Prince Georges County

4

PURCHASE MONEY
MORTGAGE

FROM

JAMES PHILIP TRAVERS, JR.
and
KAY BROWN TRAVERS, 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

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 22nd day of December 1964.

THE LAUREL BUILDING ASSOCIATION
OF PRINCE GEORGE'S COUNTY

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

Louise A. Flester
Secretary

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN THE MATTER OF THE SALE :

OF THE MORTGAGED REAL ESTATE
OF
JAMES P. TRAVERS, JR. and
KAY B. TRAVERS, his wife :

EQUITY NO. 16,879

STATEMENT OF MORTGAGE CLAIM

Loan.	$4,500.00
Interest, premium and fines . . . . . (thru December 1964)	148.50
January charge.	31.50
	$4,680.00
Credit applicable to loan.	1,287.85
Owing thru January 1965.	$3,392.15

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

I HEREBY CERTIFY that on this 28th 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 abovestatement 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 January 1, 1965, under the loan secured by mortgage dated May 23, 1960, recorded among the Land Records of Anne Arundel County in Liber GTC 1394, Folio 19, and assigned to Roger A. Clapp for purposes of foreclosure.

AS WITNESS my hand and notarial seal.

Eleanor Duval Lowery
Eleanor Duval Lowery, Notary Public

My commission expires: 3 May 1965

FILED
1964 DEC 31 AM 11:12

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LIBER 161 PAGE 31

IN THE MATTER OF THE SALE
OF THE MORTGA D REAL ESTATE
OF JAMES PHILIP TRAVERS, JR.
and KAY BROWN TRAVERS, his wife

NO. 16,879 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 31st day of December, 1964 ~~19~~xxxxx, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Prince George's ~~Anne Arundel~~ 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 defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

James Philip Travers, Jr. and Kay Brown Travers, 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 --------31st---------- day of ----------December----------, 19 64.

Notarial Seal

Eleanor Duval Lowery
Eleanor Duval Lowery

Notary Public.

My Commission will expire on:
May 3, 1965

Filed,

FILED
1965 JAN -4 AM 10:01

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

LIBER 161 PAGE 32

ASSIGNEE'S SALE
OF
VALUABLE IMPROVED FEE SIMPLE PROPERTY
ON WEST SIDE OF BUTLER ROAD, ALSO KNOWN AS ST. MARY'S AVENUE,
NEAR GAMBRILLS, FOURTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from James Philip Travers, Jr., and Kay Brown Travers, his wife, dated May 20, 1960, 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. 1394, folio 19, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SATURDAY, JANUARY 30, 1965
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, and more particularly described as follows: according to a plat and survey thereof made by James D. Hicks, Surveyor, in April, 1960, to wit:

BEGINNING for the same at an iron pipe here set on the West side of a 40-foot wide County Road; said iron pipe and point of beginning is located North 85 degrees 47 minutes West 40.00 feet and North 4 degrees 13 minutes East 11.85 feet from the Southwestmost corner of that conveyance from James A. Butler and wife to Joseph J. Escavage and wife by deed dated February 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194, folio 24. Thence from the point of beginning so fixed and running at right angles to said County Road, North 85 degrees 47 minutes West 100.0 feet to an iron pipe; thence running parallel to the above mentioned County Road, North 4 degrees 13 minutes East 77.50 feet to an iron pipe here set; thence running with part of the division line between Lots 5 and 6, as shown on an unrecorded plat prepared by

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J. R. McCrone, Jr., Surveyor, dated February 12, 1953, South 85 degrees 47 minutes East 100.0 feet to the westerly side of the above mentioned County Road; thence binding on the westerly side of said County Road, South 4 degrees 13 minutes West 77.50 feet to the point of beginning. Containing 7,750 square feet of land, more or less, within the bounds of this description. Being Lot No. 5-B as shown on a plat by James D. Hicks, Surveyor, dated April 23, 1960.

BEING all of the same property which was conveyed from James A. Butler and May Butler, his wife, and another, to the said James Philip Travers, Jr., and Kay Brown Travers, his wife, by deed dated May 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1394, folio 11. See also Quit-Claim Deed and Release dated May 18, 1960, from William C. Tawes and wife also recorded among the aforesaid Land Records in Liber G.T.C. No. 1394, folio 16.

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

Improved by a one-story frame asbestos shingle dwelling containing three rooms and bath, with oil circulating heat.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or 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

Anderson & Anderson
Attorneys for Assignee

George Scible
Auctioneer

9

LIBER 161 PAGE 34

BOOK 13 PAGE 22

IN THE MATTER OF	*	NO. 16,879 EQUITY
THE SALE OF THE MORTGAGED REAL ESTATE OF	*	IN THE
	*	
JAMES PHILIP TRAVERS, JR., and KAY BROWN TRAVERS, his wife	*	CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Roger A. Clapp, as principal and the National Surety Corporation, a body corporate, duly incorporated 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 Four thousand five hundred ($4,500.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of January in the year Nineteen hundred sixty-five.

WHEREAS, the above bounden Roger A. Clapp, by virtue of the power contained in a mortgage from James Philip Travers, Jr., and Kay Brown Travers, his wife, to the Laurel Building Association of Prince George's County, dated May 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1394, folio 19, and assigned to Roger A. Clapp for purposes of foreclosure on December 2nd 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

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1965 JAN 19 PM 9:40

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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perform the trust reposed in him under the m ortgage 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 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. Fumser

As to Surety:

Richard I. Anderson

NATIONAL SURETY CORPORATION

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

Bond approved this 19th day of January, 1965
Louis V. Phipps, Clerk

ANDERSON & ANDERSON
Attorneys at L
92 Franklin Street
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

ON WEST SIDE OF BUTLER ROAD, ALSO KNOWN AS ST. MARY'S AVENUE, NEAR GAMBRILLS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from James Philip Travers, Jr., and Kay Brown Travers, his wife, dated May 20, 1960, 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. 1394, folio 19, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SAT., JAN. 30, 1965

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, and more particularly described as follows: according to a plat and survey thereof made by James D. Hicks, Surveyor, in April, 1960, to wit:

No. 12

BEGINNING for the same at an iron pipe here set on the West side of a 40-foot wide County Road; said iron pipe and point of beginning is located North 85 degrees 47 minutes West 40.00 feet and North 4 degrees 13 minutes East 11.85 feet from the Southwestmost corner of that conveyance from James A. Butler and wife to Joseph J. Escavage and wife by deed dated February 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194, folio 24. Thence from the point of beginning so fixed and running at right angles to said County Road, North 85 degrees 47 minutes West 100.0 feet to an iron pipe; thence running parallel to the above mentioned County Road, North 4 degrees 13 minutes East 77.50 feet to an iron pipe here set; thence running with part of the division line between Lots 5 and 6, as shown on an unrecorded plat prepared by J. R. McCrone, Jr., Surveyor, dated February 12, 1953, South 85 degrees 47 minutes East 100.0 feet to the westerly side of the above mentioned County Road; thence binding on the westerly side of said County Road, South 4 degrees 13 minutes West 77.50 feet to the point of beginning. Containing 7,750 square feet of land, more or less, within the bounds of this description. Being Lot No. 5-B as shown on a plat by James D. Hicks, Surveyor, dated April 23, 1960.

OFFICE OF 16,879

LIBER 161 PAGE 36

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 Assignee's Sale James Philip Travers, 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 30th day of January, 1965. The first insertion being made the 7th day of January, 1965.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1965 FEB -1 PM 1:45

By H. Tilghman

BEING all of the same property which was conveyed from James A. Butler and May Butler, his wife, and another, to the said James Philip Travers, Jr., and Kay Brown Travers, his wife, by deed dated May 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1394, folio 11. See also Quit-Claim Deed and Release dated May 18, 1960, from William C. Tawes and wife also recorded among the aforesaid Land Records in Liber G.T.C. No. 1394, folio 16.

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

Improved by a one-story frame asbestos shingle dwelling containing three rooms and bath with oil circulating heat.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or 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
1600 First National Bank Building
Baltimore, Maryland 21201
Assignee

ANDERSON & ANDERSON
Attorneys for Assignee

George Scible
Auctioneer

J-28

A"DERSON & ANDERS^N
Attorneys at Law
92 Franklin Street
Annapolis, Maryland

LIBER 161 PAGE 38

ASSIGNEE'S SALE
OF
VALUABLE IMPROVED FEE SIMPLE PROPERTY ON WEST SIDE OF BUTLER ROAD, ALSO KNOWN AS ST. MARY'S AVENUE, NEAR GAMBRILLS, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from James Philip Travers, Jr., and Kay Brown Travers, his wife, dated May 20, 1960, 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. 1394, folio 19, default having occurred in the payment of said mortgage, the undersigned Assignee will sell on the premises on

SATURDAY, JANUARY 30, 1965
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, and more particularly described as follows: according to a plat and survey thereof made by James D. Hicks, Surveyor, in April, 1960, to wit:

BEGINNING for the same at an iron pipe here set on the West side of a 40-foot wide County Road; said iron pipe and point of beginning is located North 85 degrees 47 minutes West 40.00 feet and North 4 degrees 13 minutes East 11.85 feet from the Southwestmost corner of that conveyance from James A. Butler and wife to Joseph J. Escavage and wife by deed dated February 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194, folio 24. Thence from the point of beginning so fixed and running at right angles to said County Road, North 85 degrees 47 minutes West 100.0 feet to an iron pipe; thence running parallel to the above mentioned County Road, North 4 degrees 13 minutes East 77.50 feet to an iron pipe here set; thence running with part of the division line between Lots 5 and 6, as shown on an unrecorded plat prepared by J. R. McCrone, Jr., Surveyor, dated February 12, 1953, South 85 degrees 47 minutes East 100.0 feet to the westerly side of the above mentioned County Road; thence binding on the westerly side of said County Road, South 4 degrees 13 minutes West 77.50 feet to the point of beginning. Containing 7,750 square feet of land, more or less, within the bounds of this description. Being Lot No. 5-B as shown on a plat by James D. Hicks, Surveyor, dated April 23, 1960.

BEING all of the same property which was conveyed from James A. Butler and May Butler, his wife, and another, to said James Philip Travers, Jr., and Kay Brown Travers, his wife, by deed dated May 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1394, folio 11. See also Quit-Claim Deed and Release dated May 18, 1960, from William C. Tawes and wife also recorded among the aforesaid Land Records in Liber G.T.C. No. 1394, folio 16.

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

Improved by a one-story frame asbestos shingle dwelling containing three rooms and bath, with oil circulating heat.

TERMS OF SALE: Five hundred ($500.00) dollars in cash or 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

Anderson & Anderson
Attorneys for Assignee

George Seible
Auctioneer

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1965 FEB -3 PM 3: 32

13

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 THREE THOUSAND NINE HUNDRED TWENTY-FIVE ($ 3,925.00) dollars and (I) (~~we~~) agree to comply with the terms of sale.

WITNESS (my) (~~our~~) hand (~~s~~) and seal (~~s~~) this 30th day of January, 1965.

Witness:

Richard G. Anderson

Richard G. Anderson

THE LAKEWOOD LAND COMPANY, INC.
By:

E.L. Gilbert (SEAL)

E.L. Gilbert, PRESIDENT

(SEAL)

This is to certify that I have this day sold at public auction for Roger A. Clapp, Assignee, the property herein described to THE LAKEWOOD LAND COMPANY, INC. at and for the sum of THREE THOUSAND NINE HUNDRED TWENTY-FIVE ($ 3,925.00) dollars, (it) (~~he~~) (~~she~~) (~~they~~) being at that price the highest bidder.

WITNESS my hand and seal this 30th day of January, 1965.

Witness:

Richard G. Anderson

Richard G. Anderson

George W. Scible (SEAL)

George W. Scible, Auctioneer

"Exhibit A"

FILED

1965 FEB -3 PM 3:32

IN THE MATTER OF	LIBER 161 PAGE 40	NO. 16,879 EQUITY
THE SALE OF THE MORTGAGED	*	IN THE
REAL ESTATE OF JAMES PHILIP	*	CIRCUIT COURT
TRAVERS, JR., and KAY BROWN	*	FOR
TRAVERS, his wife	*	ANNE ARUNDEL COUNTY

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

AFFIDAVIT

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

I HEREBY CERTIFY that on this 30th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared ELZIE L. GILBERT, who made oath in due form of law that he is the _____ President of THE LAKEWOOD LAND COMPANY, INC. and he further made oath in due form of law that said THE LAKEWOOD LAND COMPANY, INC is the purchaser of the property described in these proceedings, that at the time it purchased the said property it was not acting as agent for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that it has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and seal Notarial.

Richard H. Anderson
Notary Public

My Commission Expires:
May 3, 1965

"Exhibit A"

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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IN THE MATTER OF	*	NO. 16,879 EQUITY
THE SALE OF THE MORTGAGED	*	IN THE
REAL ESTATE OF JAMES PHILIP	*	CIRCUIT COURT
TRAVERS, JR., and KAY BROWN	*	FOR
TRAVERS, 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 Gambrills, Fourth Election District of Anne Arundel County, Maryland, on Saturday, January 30, 1965, 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, and more particularly described as follows:

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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according to a plat and survey thereof made by James D. Hicks, Surveyor, in April, 1960, to wit:

BEGINNING for the same at an iron pipe here set on the West side of a 40-foot wide County Road; said iron pipe and point of beginning is located North 85 degrees 47 minutes West 40.00 feet and North 4 degrees 13 minutes East 11.85 feet from the Southwest-most corner of that conveyance from James A. Butler and wife to Joseph J. Escavage and wife by deed dated February 21, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1194, folio 24. Thence from the point of beginning so fixed and running at right angles to said County Road, North 85 degrees 47 minutes West 100.0 feet to an iron pipe; thence running parallel to the above mentioned County Road, North 4 degrees 13 minutes East 77.50 feet to an iron pipe here set; thence running with part of the division line between Lots 5 and 6, as shown on an unrecorded plat prepared by J.R. McCrone, Jr., Surveyor, dated February 12, 1953, South 85 degrees 47 minutes East 100.0 feet to the westerly side of the above mentioned County Road; thence binding on the westerly side of said County Road, South 4 degrees 13 minutes West 77.50 feet to the point of beginning. Containing 7,750 square feet of land, more or less, within the bounds of this description. Being Lot No. 5-B as shown on a plat by James D. Hicks, surveyor, dated April 23, 1960.

BEING all of the same property which was conveyed from James A. Butler and May Butler, his wife, and another, to said James Philip Travers, Jr., and Kay Brown Travers, his wife, by deed dated May 20, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1394, folio 11. See also Quit-Claim Deed and Release dated May 18, 1960, from William C. Tawes and wife also recorded among the aforesaid Land Records in Liber G.T.C. No.

1394, folio 16, subject to the covenants, agreements, conditions, limitations, easements and restrictions of record affecting said premises; improved by a one-story frame asbestos shingle dwelling containing three rooms and bath, with oil circulating heat, to The Lakewood Land Company, Inc., for the sum of Three thousand nine hundred twenty-five ($3,925.00) dollars, it 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
Attorneys for Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of February, 1965, 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

ORDER NISI

LIBER 161 PAGE 44

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES PHILIP TRAVERS, JR., AND KAY BROWN TRAVERS, HIS WIFE

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,879 Equity

Ordered, this 3rd day of February, 19 65, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, 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 $ 3,925.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Richard G. Anderson, Atty.

Maryland Gazette (for Feb. 11 edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES PHILIP TRAVERS, JR., AND KAY BROWN TRAVERS, HIS ~~VERSUS~~ WIFE

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.

O Bruce Duckett

JUDGE.

FILED

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19

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,879 EQUITY

In The Matter of The Sale of The Mortgaged Real Estate of JAMES PHILIP TRAVERS, JR. AND KAY BROWN TRAVERS, his wife

Ordered, this 3rd day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by Roger A. Clapp, 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 $3,925.00.

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

OFFIC OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 45

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 9, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,879 James Philip Travers, 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. Tilghman

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1965 MAR 15 PM 4:06

No. M. G. 5442

30

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
JAMES PHILIP TRAVERS, JR. and wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,879 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

April 5, 1965

John H. Hopkins, IV, Auditor.

1965 APR -5 AM 11:21

FILED

FINAL ORDER

ORDERED BY THE COURT, this 21st 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

FILED
1965 APR 21 AM 9:28

21

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES PHILIP TRAVERS, JR. and wife

In Acct. with ROGER A. CLAPP, Assignee

					Cr.	
1965, January 30						
Proceeds of Sale	3,925	00				
Interest on deferred payment of $3,425.00 from						
1/30/65 to 3/25/65	30	78	3,955	78		
					3,955	78
To Assignee for fee, viz:	75	00				
To Assignee for Commissions, viz:	148	67	223	67		
To Assignee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	29	25				
Auditor - stating this account	40	00	79	25		
To Assignee for expense, viz:						
Capital-Gazette Press - advertising sale	150	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Barrett Printing Co. - handbills	25	75				
George W. Scible - auctioneer's fee	35	00				
National Surety Corp. - bond premium	18	00				
1965 County & State taxes - 1/1/65 to 1/30/65 (48.01)	6	30				
Anderson & Anderson - recording assignment	1	00				
Notary fees	2	00	253	57		
To The Laurel Building Association of Prince						
George's County - claim as filed in full	3,392	15				
This balance on account of interest from 2/1/65	7	14	3,399	29		
					3,955	78

Amount of Mortgage Claim filed	3,392	15
Interest on principal balance of $3,392.15 from 2/1/65 to 4/21/65 - 79 days @ 6%	43	96
	3,436	11
Credit amount allowed above	3,399	29
Balance subject to Decree in Personam	36	82

LIBER 161 PAGE 49

JOHN S. MAHLE JR., Assignee for the purpose of foreclosure 1101 Fidelity Building Baltimore 1, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.		FOR
ROBERT BURNS and EDNA BURNS, his wife Bishop Avenue Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
		IN EQUITY

oooo0oooo No. 16,839 Equity

PETITION FOR FORECLOSURE UNDER POWER OF SALE

Please docket the above entitled case and file among the papers the following instruments, marked Plaintiff's Exhibits No. 1 and 2 .

1. Mortgage from ROBERT BURNS and EDNA BURNS, his wife, to Consolidated Security Savings & Loan Association, Inc. dated August 16, 1963 and recorded among the Land Records of Anne Arundel County In Liber 1750, page 356.

2. Assignment from Consolidated Security Savings and Loan Association, Inc to John S. Mahle Jr. (for the purpose of foreclosure) dated November 16, 1964 and recorded among the Land Records of Anne Arundel County in Liber No. 1750 page 358.

John S. Mahle Jr.

John S. Mahle Jr.
1101 Fidelity Building
Baltimore, Maryland 21201

FILED

1964 DEC 15 AM 9:35

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 161 PAGE 50

NO STAMPS REQUIRED

BOOK 1750 PAGE 356

No. 16,839 Equity

PURCHASE MONEY
THIS/MORTGAGE, Made this 16th day of August

in the year nineteen hundred and sixty-three by and between ROBERT BURNS AND EDNA BURNS, his wife

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. , Mortgagee , of the second part:

Whereas, the said Mortgagors are indebted unto CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., Party of the second part, Mortgagee, in the full and just sum of SIX THOUSAND NINE HUNDRED FORTY-FIVE AND NO/100 DOLLARS ($6,945.00) as is evidenced by their mortgage note of even date herewith for the said principal sum of SIX THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS AND NO/100 ($6,945.00) with interest from date hereof at the rate of six (6%) per cent per annum on the unpaid principal balance until paid, said principal and interest being payable in monthly installments of SIXTY-SEVEN DOLLARS AND SEVENTY-SEVEN CENTS ($67.77) commencing on the 20th day of October 1963 and continuing on the 20th 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 20th day of September, 1975; to secure the payment of said principal sum and interest thereon in the manner and at the times limited for payment thereof, these presents are executed.

155-593

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said ROBERT BURNS AND EDNA BURNS, his wife

do grant and convey unto CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., its successors and ~~heirs and~~ assigns, in fee simple, all of that lot or parcel of ground situate and lying in the County of Anne Arundel, State of Maryland aforesaid, and described as follows, to wit: ~~Beginning for~~ BEING Known and designated as Lot 55, Section Number 2, Gray's Park, off Belle Grove Road at 306 Bishop Avenue, Fifth Election District, Anne Arundel County, State of Maryland.

BEING ALSO the same piece of property which was by deed dated March 29, 1962 and recorded or intended to be recorded among the Land Records of Anne Arundel County, State of Maryland, was conveyed by Ollie G. Gray to David Hamm and Stella M. Hamm, his wife.

BEING ALSO the same property which was by deed dated August 16, 1963 conveyed by Consolidated Security Savings & Loan Association, Inc. to the above Mortgagors and recorded, or intended to be recorded immediately prior hereto.

FILED

1964 DEC 15 AM 9:35

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 CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC., its successors ~~heirs~~ and assigns, forever.

Provided, that if the said ROBERT BURNS AND EDNA BURNS, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of SIX THOUSAND NINE HUNDRED FORTY-FIVE AND NO CENTS dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, their personal representatives, or assigns or Richard A. Brown their authorized Attorney or Agent

of the said Mortgagee, its successors personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred ($100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for 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 successors, personal representatives or assigns, or Richard A. Brown their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

And the said part of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least SIX THOUSAND NINE HUNDRED FORTY-FIVE AND NO CENTS 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 ~~xxxxxxxx~~ administrators or assigns, to the extent of lien or claim hereunder.

Witness our hands and seals the day and year first above written.

TEST:

J. R. Hamilton AS TO BOTH

Robert Burns [SEAL]
Robert Burns

Edna Burns [SEAL]

Edna Burns [SEAL]

BOOK 1750 PAGE 358

State of Maryland, COUNTY OF ANNE ARUNDEL, ss:

I Hereby Certify, that on this 16th day of August in the year one thousand nine hundred and sixty-three before me, the subscriber, A Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared ROBERT BURNS and EDNA BURNS, his wife the Mortgagor named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared C. C. Beam, Jr., Vice President of Consolidated Security Savings & 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.

Rec'd for record Apr. 22 1964 at 3:35 P.M.
Mailed to Consolidated Security S & L Assn, Ind.

My commission expires May 3, 1965

7.50

J. Robert Hamilton NOTARY PUBLIC

1101 Fidelity
MML Bulk
TO Bmt 212

ASSIGNMENT

LIBER 161 PAGE 53

FOR VALUE RECEIVED, Consolidated Security Savings & Loan Association, Inc. hereby assigns the within and aforegoing mortgage and the debt secured thereby to John S. Mahle, Jr., Attorney for the purpose of foreclosure and collection.

AS WITNESS the signature of Richard A. Brown, its President, attested to by Martha A. Taylor, its Secretary-Treasurer and corporate seal affixed thereto, this 16th day of November, 1964.

186513

ATTEST:

Martha A. Taylor

Martha A. Taylor, Secretary-Treasurer

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

BY: Richard A. Brown

Richard A. Brown President

MORTGAGE

FROM

ROBERT BURNS and

EDNA BURNS, his wife

TO

CONSOLIDATED SECURITY SAVINGS

& LOAN ASSOCIATION, 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, $ 7.50 , Clerk.

Return To:

Consolidated Security Savings
& Loan Association, Inc.
210 Crain Highway, N.W.
Glen Burnie, Maryland

THE DAILY RECORD CO., BALTIMORE, MD.

RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1965 DEC -1 AM 9:02
& RECORDED IN LIBER LMP
NO. FOLIO
LOUIS N. PHIPPS, CLERK

JOHN S. MAHLE JR., Assignee	:	IN THE
for the purpose of foreclosure		CIRCUIT COURT
	:	FOR
vs.		ANNE ARUNDEL COUNTY
ROBERT BURNS and	:	IN EQUITY
EDNA BURNS, his wife		

oooo0oooo

AFFIDAVIT OF NON-MILITARY SERVICE

State of Maryland, ~~XXXX~~ COUNTY of Baltimore, Sct:

I HEREBY CERTIFY, that on this 11th day of December, 1964, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~XXXX~~ COUNTY, John S. Mahle Jr., Assignee for the purpose of foreclosure, Plaintiff in the above named cause, and made oath in due form of law that the Defendants, Robert Burns and Edna Burns, his wife, are not in the military service of the United States.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal, this 11th day of December, 1964.

Alice E. Alexander Notary Public

FILED

1964 DEC 15 AM 9:35

IN THE CI. JIT COURT FOR ANNE ARUNDEI OUNTY, MARYLAND

JOHN S. MAHLE, JR.,	:	LIBER 161 PAGE 55
Assignee,	:	
Vs.	:	Equity No. 16839
ROBERT BURNS and	:	
EDNA BURNS, his wife	:	
Defendants	:	

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

STATEMENT OF MORTGAGE INDEBTEDNESS

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 17th day of November, 1964, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Richard A. Brown, the President of Consolidated Security Savings & Loan Association, Inc., the holder of a mortgage dated August 16, 1963, recorded in Liber L.N.P. No. 1750, Folio 356 etc., on e of the Land Records of Anne Arundel County, Maryland from Robert Burns and Edna Burns, his wife, and made oath in due form of law that the following account represents the balance due and owing upon the mortgage filed for foreclosure in the above entitled cause

PRINCIPAL BALANCE DUE	$6,709.02
Unpaid late charges due through the October 20, 1964 payment	33.90
Real Estate Taxes for 1964	117.44
Interest at 6% per annum for period 8/20/64 to 11/20/64	100.64
BALANCE DUE	$6,961.00

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

BY: Richard A. Brown
Richard A. Brown, President

SUBSCRIBED AND SWORN to before me this 17th day of November, 1964.

Martha A. Taylor
Martha A. Taylor NOTARY PUBLIC

My commission expires May 3, 1965.

FILED

1964 DEC 15 AM 9:35

LIBER 161 PAGE 56

Jud. 14042.
Assignee's Bond
XXXXXXXXXXXXXXXXXXXXXXXXXXXXX

No. 16,839 Equity

BOOK 12 PAGE 598

Know all Men by these Presents:

THAT WE John S. Mahle, Jr.

of 1101 Fidelity Building, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand and 00/100 ($ 8,000.00) . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 11th *day of* December *in the year of our Lord nineteen hundred and* sixty-four

WHEREAS, the above bounden John S. Mahle, Jr. *by virtue of* an assignment of *a power contained in mortgage from* Robert Burns and Edna Burns, his wife

to Consolidated Security Savings and Loan Association

dated August 16, 1963 *and recorded in Liber No.* 1750 *folio* 56 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* John S. Mahle, Jr. *is about to execute the power vested in him* by assignment of power *in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Alice E. Alexander
Alice E. Alexander

John S. Mahle, Jr. [SEAL]
John S. Mahle, Jr.

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell *Attorney-in-Fact.*

ATTEST:

L. Pill
L. Pill

Bond approved this 15th day of December, 1964

Louis N. Phipps, Clerk

FILED

1964 DEC 15 AM 9:35

JOHN S. MAHL' 'R.
Solicitor
1101 Fidelity Building
Baltimore, Maryland 21201

Assignee's Sale

VALUABLE FEE SIMPLE RANCH TYPE DWELLING

Under and by virtue of the Power and Authority contained in a Mortgage from Robert Burns and Edna Burns, his wife to Consolidated Security Savings & Loan Association, Inc., dated August 16, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1750, page 356 etc. (Default having occurred thereunder and by assignment unto John S. Mahle Jr., for the purpose of foreclosure) the undersigned Assignee will sell at Public Auction at the Court House Door on

SATURDAY, JANUARY 16, 1965 AT 10:00 A.M.

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

Lot 55, Section Number 2, Gray's Park, Anne Arundel County, Improved by a Ranch type dwelling, together with the building and improvements thereon and all the rights, roads ways, waters, privileges and appurtenances thereunto belonging.

Subject to conditions, restrictions and agreements of record, if any.

No. TERMS OF SALE: Cash. Deposit of $500. at time and place of sale. Balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale. Documentary stamps and transfer tax, if any, to be paid by the purchaser.

John S. Mahle Jr. Assignee

E. T. NEWELL & CO. INC.
Auctioneers
120-126 W. North Avenue
Baltimore, Maryland 2-1201
PL. 2-3580

J-11

OFFICE 'F

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 57

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 19, 1965

We hereby certify, that the annexed

Assignee's Sale

Robert Burns

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1965. The first insertion being made the 23rd day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 JAN 19 PM 1:54

By H. Tidghman

REPORT OF SALE

LIBER 161 PAGE 58

JOHN S. MAHLE JR. Assignee for the purpose of foreclosure

vs.

ROBERT BURNS and EDNA BURNS, his wife

IN THE

CIRCUIT COURT

~~XXX~~ FOR

~~XXXXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY IN EQUITY

No 14 8 34 Equity

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

The Report of Sale of John S. Mahle Jr. Assignee for the purpose of foreclosure ~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of the property

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements ~~inserted in~~, a copy of which is attached hereto and made a part hereof, 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~~ Assignee did pursuant to said notice on Saturday the 16th day of January 1965 at 10:00 o'clock A. M. attend on the premises and then and there sold

in fee simple to Consolidated Security Savings & Loan Association, Inc. abc, at and for the sum of $4,800.00, it being the highest bidder and the said sum the highest bid offerred therefore.

John S. Mahle Jr.

John S. Mahle Jr. Assignee for the purpose of foreclosure

1965 JAN 20 PM 2:31

FILED

State of Maryland, ~~City~~ County *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 City of Baltimore aforesaid, personally appeared John S. Mahle Jr. Assignee for the purpose of foreclosure ~~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

Alice E. Alexander

Notary Public.

ALEXANDER BALTIMORE CO.

10

JOHN S. MAHLE JR.
Solicitor
1101 Fidelity Building
Baltimore, Maryland 21201

Assignee's Sale

VALUABLE FEE SIMPLE RANCH TYPE DWELLING

Under and by virtue of the Power and Authority contained in a Mortgage from Robert Burns and Edna Burns, his wife to Consolidated Security Savings & Loan Association, Inc., dated August 16, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1750, page 356 etc. (Default having occurred thereunder and by assignment unto John S. Mahle Jr., for the purpose of foreclosure) the undersigned Assignee will sell at Public Auction at the Court House Door on

SATURDAY, JANUARY 16, 1965 AT 10:00 A.M.

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

Lot 55, Section Number 2, Gray's Park, Anne Arundel County. Improved by a Ranch type dwelling, together with the building and improvements thereon and all the rights, roads ways, waters, privileges and appurtenances thereunto belonging.

Subject to conditions, restrictions and agreements of record, if any.

TERMS OF SALE: Cash. Deposit of $500. at time and place of sale. Balance upon ratification of the sale by the Circuit Court of Anne Arundel County, and to bear interest from day of sale. Documentary stamps and transfer tax, if any, to be paid by the purchaser.

John S. Mahle Jr. Assignee

E. T. NEWELL & CO. INC.
Auctioneers
120-126 W. North Avenue
Baltimore, Maryland 2-1201
PL. 2-3580

J-14

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of January, 1965, before me, the subscriber, a Notary Public of the State of Mafyland, in and for the County of Baltimore aforesaid, personally appeared John S. Mahle Jr., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the agent, for the purchaser, Consolidated Security Savings & Loan Association, Inc, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

John S. Mahle Jr.

Notary Public

FILED

1965 JAN 20 PM 2:31

ORDER NISI

LIBER 161 PAGE 61

JOHN S. MAHLE JR. Aaaignee for the purpose of foreclosure

versus

ROBERT BURNS and EDNA BURNS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,839 Equity

Ordered, this 20th day of January, 19 65, That the sale of the property in these proceedings mentioned made and reported by John S. Mahle, Jr. Assignee for the purpose of foreclosure

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 $ 4,800.00

Louis N Phipps Clerk.

True Copy,

John S. Mahle, Jr. Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette (Jan. 28th Edition)

JOHN S. MAHLE JR. Assignee for the purpose of foreclosure

versus

Robert Burns and Edna burns, his wife

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 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.

V Brown Duckett
JUDGE.

FILED

1965 MAR -4 AM 9:51

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,839 Equity

JOHN S. MAHLE JR.
Assignee for the purpose of foreclosure

versus

ROBERT BURNS and
EDNA BURNS, his wife

Ordered, this 20th day of January, 1965, That the sale of the property in these proceedings mentioned made and reported by John S. Mahle, Jr. Assignee for the purpose of foreclosure, 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 $4,800.00.

LOUIS N. 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 161 PAGE 62

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,839
Robert Burns

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

No. M. G. 5512 1965 FEB 23 PM 3:58 By H. Tilghman

13

In the Case of

JOHN S. MAHLE, JR., ASSIGNEE

VS.

ROBERT BURNS AND
EDNA BURNS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,839 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 -2 AM 11:24

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.

Clerk
Per: , Deputy

FILED
1965 APR 20 PM 1:04

14

Dr. Mortgaged Real Estate of Robert Burns and

Edna Burns, his wife ,

In Acct. with John S. Mahle, Jr. Assignee

						Cr.	
By	Amount of Sale as per Assignee's Report						
	of Sale filed			4,800	00		
By	Interest 6% on deferred payment						
	$4,300.00 from 1/16/65 to 3/4/65			32	25		
						4,832	25
To	Assignee for fee, viz	100	00				
To	Assignee, for commission, viz	174	00				
				274	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, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	83	24				
	Maryland Casualty Co. - bond	32	00				
	E. T. Newell & Co., Inc. auctioneer's fee	50	00				
				165	24		
To	Consolidated Security Savings & Loan						
	Assoc., Inc., Mortgagee, on account of						
	mortgage claim	4,320	01				
				4,320	01		
						4,832	25
	Balance due on mortgage as per statement						
	of mortgage claim filed	6,961	00				
	Interest 6% on principal balance						
	$6,826.46 from 11/21/64 to 4/16/65	166	90				
		7,127	90				
	Credit amount allowed above	4,320	01				
	This amount subject to decree in personam	2,807	89				

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
vs.	*	FOR
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	ANNE ARUNDEL COUNTY
Bristol Md.	*	NO. 16,063 EQUITY

* * * * * * * * *

PETITION TO MORTGAGE INFANTS' PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ashby Lee Shepherd by Childs and Bald, his attorneys, respectfully shows:

1. That he is the father and next friend of Carter C. Shepherd, Douglas W. Shepherd and Ashby Lee Shepherd, III, minors who are seventeen, seventeen, and nineteen years of age respectively.

2. That your petitioner's mother and the defendants' grandmother, Daisy N. Shepherd, died testate on July 5, 1958 and under the terms of item IV of her Last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, devised certain real estate to your petitioner for life with remainder to the defendants. A photo= copy of said will is attached hereto and marked plaintiff's exhibit I.

3. Upon the close of the administration of the estate of Daisy N. Shepherd it was revealed that her estate was overpaid to the extent of $48,984.46 and in order to avoid a lien for federal estate taxes being imposed upon said real estate, your petitioner, being unable to sell any portion of

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ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1963 DEC 27 AM 11:36

devised lands, was compelled to borrow on his personal credit to protect his life estate and the defendants' reversion.

4. To date your petitioner has paid $24,051.95 in state and federal taxes, and being a business man in need of unimpaired credit, finds it necessary to request leave of court to mortgage said real estate for at least $18,000.00 in order not to impair his personal credit so necessary to conduct his business.

5. Your petitioner further shows that the devised land at present yields an income of $5180 per year before taxes, and although your petitioner would normally be entitled to retain the net proceeds of the rents during his lifetime, under the terms of the will, he would be willing to devote a major net portion of this income toward curtailing the mortgage in order that his sons' reversion might not be impaired.

6. The description of the property sought to be mortgaged is attached hereto and marked plaintiff's Exhibit II.

7. Your petitioner further states that in permitting him thus to encumber the estate, he will be protecting the minor defendants' reversion since he is unable to continue to maintain the land under his present financial arrangements.

TO THE END, THEREFORE:

1. That your petitioner may be authorized to encumber the subject property to the extent of $18,000 upon the most favorable terms and conditions he can obtain.

2. And for such other and further relief as the plaintiff's cause may require.

Respectfully submitted,

CHILDS AND BALD

Ashby Lee Shepherd

Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
JUL 22 1958
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY

I, Daisy M. Shepherd, of Anne Arundel County in the State of Maryland being of sound mind, memory and understanding, do make, publish and declare this to be my last Will and Testament hereby revoking all former wills by me made and declaring this and none other to be my last Will and Testament.

After my just debts and funeral expenses are paid and suitable marker erected at my grave, said marker to be selected by my Executrix and Executor hereinafter named and paid for out of my estate as follows:-

Item I I will and devise unto my daughter, Lucy Shepherd Dorr, for her life and after her death to her daughter Lucy Lee Dorr and her son, John Leonard Dorr share and share alike that part of my farm known as the Sandy Farm situated in the triangle created at the intersection of the Southern Maryland Boulevard with the Greenock Road where is located the Dixie Barbecue Restaurant

Examiner's Exhibit No. 1
Shepherd v. Shepherd et al. Eq. 16,063
Jos. S. Rom 1 Exam

EXHIBIT I

1964 APR -9 PM 3:30

3

Sport Shop, Fruit Stands, Service
Station, Sawmill, Dwelling House
and all land appurtenant on the
West Side of Southern Maryland Bou
levard going north from Bristol.

I also will and bequeath unto my
daughter Lucy Shepherd Dorr, for her life,
at her death to go to my granddaughter
Lucy Lee Dorr, my diamond engagement
ring, 2 diamond dinner rings, Diamond
tie pin, and all other jewelry not herein
specified; my silver Teaset, Silver Canister
Butter dish, one silver casserole, silver
candle sticks, Moss Rose china dinner
set, blue china tea set and after dinner
coffees: All furniture in Living Room
and Dining Room, my Bedroom suite
and large front room, known as her room.
Also console table belonging to my father
now in reception Hall. One half linen and
glassware, fur coat, fur cape, mink scarf,
and all other clothing. Also the Mulwell
coat of Arms.

Item II I will and devise unto
2 my son, Ashby Lee Shepherd, for ans

4

during his natural life, and at his death to go to his three sons, Ashby Lee Shepherd III, Carter C. Shepherd and Douglas W. Shepherd, the east side of my farm whereon is now located Ice Cream Stand tobacco warehouse Sammes Esso Station and apartments, Mobile Gas Station and small dwellings.

I also will and bequeath unto my son Ashby Lee Shepherd, for his life and then to go to his three sons, the Shepherd Coat of Arms, all furnishings in upstairs Room known as his room and all furnishings in east front room. Small antique sofa, sewing table made by his great grandfather, and marble top table in Reception Hall. Silver gravy boat, silver vegetable dish, and silver water pitcher, one half of linen and glassware, and blue willow dinner set.

Item III To my granddaughter Lucy Lee Dyer, I will and bequeath all my stock in American Telephone

and Telegr. Tel. Co. given me by Mrs B. E. Welch, deceased, all flat silver ware, my Hamilton wristwatch, something strong Little Rockingchair in blue needle point. Also my Automobile, if I should die possessed of one, provided my granddaughter is eighteen years of age; if she is not eighteen at the time of my death, the automobile shall go to her mother.

Item IV I will and bequeath unto my grandson, John Leonard Dorr, silver Ice Pitcher marked "D" and one thousand dollars in cash.

Item V I will and bequeath to my grandson, Ashby Lee Shepherd III, one antique walnut table in sunroom and small antique chair in bathroom, both of which belonged to his great grandfather and great, great uncle bearing his name. Also one thousand dollars in cash.

Item VI. I will and bequeath to my
4 twin grandsons, Carter C. Shepherd and
6

Douglas W. Shepherd, each, one antique small rocker belonging to their great grandfather and one thousand dollars each in cash

Item VII I will and bequeath to my daughter-in-law, Lila Cater Shepherd one, one thousand Baltimore and Ohio Railroad Bond, or its equivalent if bond has matured at my death.

Item VIII I will and bequeath to my son-in-law, John Rosker Dorr, one, one thousand Consolidated Gas and Electric Company Bond, or its equivalent if bond has matured at my death.

Item IX All the rest, residue and remainder of my property not herein mentioned of which I die seized and possessed, I will and devise and bequeath unto my two children, Lucy Shepherd Dorr and Ashby Lee Shepherd in equal portions, share and share alike

5

7

Item X . . I do hereby constitute and appoint my daughter, Lucy Shepherd Dorr and my son Ashby Lee Shepherd as Executrix and Executor respectively of this my last Will and Testament and request that they be not required to give bond for the faithful execution of this trust imposed upon them.

In testimony whereof I have hereunto set my hand and affixed my seal this 16th day of November in the year Nineteen hundred and fifty-three.

Signed - Daisy N. Shepherd.

Signed, sealed and declared by the above named Testator as and for her Last Will and Testament, and at her request, in here presence and in the presence of each other, we hereunto subscribe our names as witnesse

— Margaret H. Cardwell

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8

DESCRIPTION OF 54.180 acres DRURY
EIGHTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

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

PARCEL I: BEGINNING for the same at an iron pipe found on the south side of Maryland Route No. 4, South 88° 16 06" East 1077.19 feet from a point where the south right of way line of said Route No. 4 intersects the northeast right of way line of Maryland Route No. 416, said beginning point further described as being at the end of the second or North 24° 52' East 740.7 foot line of a 4.43 acre tract of land described in a conveyance from Daisy N. Shepherd to Ashby Lee Shepherd by deed dated December 15, 1954 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 917, folio 464; thence from the beginning point so fixed, leaving the aforementioned 4.43 acre parcel and binding on the south right of way line of Maryland Route No. 4 (20 feet from the centerline), South 88° 16' 06" East 354.56 feet to a pipe set; thence leaving said Route No. 4 and binding on the outlines of a 141 3/4 acre tract of land described in a conveyance from Edward C. Gantt, Trustee, to John Shepherd by deed dated August 7, 1901 and recorded among the said Land Records in Liber G.W. 22, folio 225, South 51° 00' 08" East 237.09 feet to a pipe set; thence continuing along said outlines of the said 141 3/4 acre tract, South 39° 45' 08" East 179.42 feet to a pipe set; thence still with said outlines South 17° 29' 52" West 544.50 feet to a pipe set; thence continuing to bind on the outlines of the 141 3/4 acre tract, South 82° 15' 08" East 943.61 feet to

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ANNAPOLIS, MD.

EXHIBIT II

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a pipe set on the west side of Sands Road (a 30 foot County Road) 15 feet from the centerline, said pipe also being the southeasternmost corner of a lot described in a conveyance from David Hall to Aaron Johnson by deed dated September 23, 1924 and recorded among the aforesaid Land Records in Liber W.N.W. 75, folio 305, said line also having passed, in transit, through a post found 309.66 feet from the beginning thereof, said post being the beginning point of a 2 1/2 acre lot described in a conveyance from Arthur Smith, et ux, to Benny Gross by deed dated February 9, 1943 and recorded among the said Land Records in Liber J.H.H. 273, folio 446; thence leaving the Aaron Johnson property and binding along the westerly right of way line of the aforesaid Sands Road, running parallel with and 15 feet at right angles from the centerline, South 08° 14' 08" East ;80 feet to a point of curve; thence with the arc of a curve to the left 159.39 feet, said curve having a radius of 366.96 feet and being described by a chord of South 20° 40' 44" East 158.14 feet; thence continuing along Sands Road, South 33° 07' 19" East 464.23 feet and South 32° 51' 08" East 535.84 feet to a pipe set; thence leaving said road and running to meet and bind along the fourth or South 00° 25' West 407.1 foot line of an .830 acre lot described in a conveyance from M. Emily Drury to Wilmer M. Phipps by a deed dated July 12, 1954 and recorded among the said Land Records in Liber J.H.H. 848, foli 64, South 01° 15' 08" East 627.41 feet to a pipe set at the end of said fourth line; thence leaving the land of Wilmer M. Phipps and binding on the division line between lands now or formerly owned by Robert C. Plummer, et ux, and the herein described, South 89° 36' 19" West 172.46 feet to a pipe set in the northeast right of way line of Maryoland Route 416 (40 feet in width); thence binding along the sad right of way line,

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North 47° 52' 41" West 2772.67 feet to a pipe found at the end of the first or South 44° 30' East 105 foot line of a .50 acre lot described in a conveyance from Dasy N. Shepherd to the Maryland Tobacco Cooperative Corporation by deed dated December 21, 1956 and recorded among the said Land Records in Liber G.T.C. 1089, folio 143; thence leaving theaforesaid Maryland Route 416 and binding on the outlines of the aforementioned Maryland Tobacco Cooperative Corporation lot, North 23° 40' 49" East 218.60 feet to a pipe set and North 47° 52' 41" West 105.00 feet to a pipe set and South 23° 40' 49" West 218.60 feet to a pipe set in the northeast right of way line of the aforesaid Maryland Route 416; thence leaving the lands of the Maryland Tobacco Cooperative Corporation and binding on said right of way, North 47° 52' 41" West 19.60 feet to a pipe set at the end of the first or South 44° 30' East 350 foot line as descrbed in the aforementioned deed from Daisy N. Shepherd to Ashby Lee Shepherd; thence leaving the said right of way of Route 416 and bindin on the outline of the said deed to Ashby Lee Shepherd, North 21° 18' 38" East 746.73 feet to the place of beginning.

Containing 49.927 acres, more or less.

PARCEL 2

BEGINNING for the same at a pipe set at the same beginning point of the 4.43 acre tract described in the aforementioned conveyance from Dasy N. Shepherd to Ashby Lee Shepherd said beginning point further described as being in the northeast right of way line of Maryland Route No. 416; thence from the beginning point so fixed, leaving the said 4.43 acre tract and binding on the said right of way line, North 47° 52' 41" West 735.74 feet to intersect the south right of way line of Maryland Route No. 4; thence leaving Maryland Route No. 416 and

//

binding on the said south right of way line of Maryland Route No. 4, running parallel with and 20 feet at right angles from the centerline, South 88° 16' 06" East 777.19 feet to a pipe set at the end of the third or North 83° 48' West 300 foot line of the aforementioned 4.43 acre tract conveyed to Ashby Lee Shepherd; thence leaving the right of way line of Maryland Route No. 4 and binding on the fourth liee of the said tract, South 26° 11' 10" West 523.74 feet to the place of beginning. Containing 4.253 acres, more or less in Parcel 2. Parcels 1 and 2 containing a total of 54.180 acres, more or less.

BEING part of a 141 3/4 acre tract of land described in a conveyance from Edward C. Gantt, Trustee, to John Shepherd by deed dated August 7, 1901 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. 22, folio 225.

Described by and from a survey made by J.R. McCrone Jr., Inc., Registered Professional Engineers and Land Surveyors in September 1963.

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ATTORNEYS AT LAW
ANNAPOLIS, MD.

12

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD III, Minors	*	ANNE ARUNDEL COUNTY
	*	NO. 16,063 EQUITY

* * * * * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ashby Lee Shepherd, respectfully represents:

1. That the defendants herein have been duly served and a copy of the summonses left with the mother, in whose custody they were found.

2. The defendants being minors can neither admit nor deny the allegations contained in the Bill of Complaint since they have no legally appointed guardian.

TO THE END, THEREFORE:

May it please your Honors to pass an Order in these presents appointing someone as guardian ad litem for the minor defendants and directing him to file an answer herein on behalf of said minors.

Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

964 FEB 25 PM 1:53

13

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
vs.	*	FOR
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD III, MINORS	*	ANNE ARUNDEL COUNTY
	*	NO. 16,063 EQUITY

* * * * * * * *

ORDER

ORDERED this 25th day of February, 1964, on the aforegoing Petition by the Circuit Court for Anne Arundel County in Equity, that Ernest Florestano be, and he is hereby appointed guardian ad litem for the minor defendants, Carter C. Shepherd, Douglas W. Shepherd, and Ashby Lee Shepherd, and is hereby directed to file an answer in these presents on behalf of said minors.

George Sachse
JUDGE

FILED

1964 FEB 26 PM 3:05

14

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD III, Minors	*	NO. 16063 EQUITY
	*	
	*	

* * * * * * * * * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Ernest Florestano, Guardian Ad Litem, to the Bill of Complaint filed in this proceeding, respectfully represents unto your Honors:

That owing to the fact that the defendants in the above captioned case are minors, they can neither admit nor deny the allegations contained in the Bill of Complaint filed in this case and submit their rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Ernest Florestano

Ernest Florestano
Guardian Ad Litem

FILED

1964 MAR -4 PM 4:01

15

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD III, Minors	*	NO.16,063 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONER

March 20, 1964

Present:

Mr. Eugene M. Childs, Solicitor for Petitioner

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

Mrs. Irene Hazel, Court Reporter

Witness:

Ashby Lee Shepherd, pages 2 - 6.

FILED
1964 APR -9 PM 3:29

16

(Mr. Childs)

These proceedings are brought pursuant to Maryland Rules of Procedure, R-71, and Article 16, Section 53 of the Annotated Code of Maryland, for the immediate purpose requesting the Court's permission to mortgage infant's property. And also in the future for a Trustee to assist in managing the property, which is necessitated under the method by which the property was devised by its former owner, Daisy Shepherd.

ASHBY LEE SHEPHERD, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Childs)

1 Will you state your name and address, please?

A Ashby Lee Shepherd, Bristol, Maryland.

2 Mr. Shepherd, who are Carter, Douglas and Ashby Lee Shepherd, 3rd?

A They're my sons.

3 And where are they living now?

A They're now living with me at Bristol.

4 And with the exception of one son, who I understand is married, the others are living with you and supported by you?

A That's correct.

5 And who was Daisy Shepherd?

A My mother.

6 And when did she die?

17

A July 1958.

7 Did she die testate or intestate? Did she leave a Will, in other words?

A She left a Will.

8 Now, I show you a paper marked Exhibit No. 1, which has already been filed in the case, and ask you if you can identify this as your mother's Will?

A Yes, it is.

(PHOTOSTAT COPY OF WILL OF DAISY N. SHEPHERD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

9 Now, as I understand it, Mr. Shepherd, you have a life estate in some real estate which your mother left, is that correct?

A That's correct.

10 At the time of the Administration of her estate, did you, as her Executor, request that the real estate be appraised?

A Yes, I did.

11 And I show you a certified copy of an appraisal which has been filed in the Orphan's Court, and ask you if that deals with part of the property?

A Yes, it does.

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

12 Mr. Shepherd, in connection with the appraisal, did Mr. Richebourg write an opinion as to what he felt the values were on your mother's property?

A Yes, he did.

13 And I show you a letter dated November 27, 1961, and ask you if you can identify that? Is that the opinion?

A Yes, this is Mr. Richebourg's opinion, appraisal of the property.

18

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

14 Mr. Shepherd, of the entire farm of 271 acres, did you and your sons get approximately half of it?

A We received approximately 54.18acres.

15 And was that the property running to the east, Route 416, Maryland Route 416?

A Yes.

16 Now, in the course of administering your mother's estate, was there sufficient cash in the estate to pay all the taxes and outstanding obligations?

A No, there were not.

17 I show you a First and Final Account of your mother's estate, which has been certified by the Register of Wills, and ask you ifyou can point out to the Court the amount of overpayment in the estate?

A Yes, $48,984.46.

(CERTIFIED COPY OF FIRST AND FINAL ACCOUNT OF EXECUTORS ESTATE OF DAISY N. SHEPHERD FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

18 Now, Mr. Shepherd, of the amount of overpayment, how much cash were you called upon to supply in settlement of your mother's estate?

A Twenty Four Thousand Fifty One Dollars and Ninety Five Cents ($24,051.95).

19 And did that money come from your own funds? How did you come by that?

A I had to borrow, I would say, approximately Eighteen Thousand Dollars ($18,000.00) of this money to pay it.

19 20 So, that the amount of money that you borrowed, and personally

obligated yourself for benefited not only your life estate, but the remainder, your son's reversion as well, is that correct?

A Correct.

21 Now, do you think the value of the land is more or less now than it was at the time of your mother's death?

A I'm of the opinion that the value of land is increasing each year.

22 Now, what are you requesting the Court to permit you to do?

A I would wish to mortgage the property to meet the obligations so that I would not have to sell it.

23 And is the reason that you don't wish to sell, is that to protect the property for your boys?

A I'm of the opinion that if the property is held that it would be the best interest to them not to sell.

24 So, that you're asking the Court then to allow you to mortgage the property which is described in these proceedings?

A That's correct.

25 And how do you intend to reimburse the amount of the loan if the Court permits you to do this?

A I expect to pay the loan from the rentals and other income from the property.

26 And do you feel that you're able to do this from the rentals?

A The present rentals will more than meet the obligation of the loan.

27 Mr. Shepherd, how old are your sons at the present time?

A I have one son, Ashby, 3rd, 19; and two, Carter and Douglas, 17.

20

28 What are your future plans for this property, Mr. Shepherd?

A Well, I think it has many possibilities. I would guess in the near future that we may be able to negotiate for further lease for the use of the property.

29 In that connection, is it your wish that the Court appoint a Trustee to supervise or protect the interest of the boys in negotiating any further lease or disposition of the property?

A That would be my desire.

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 answe.

Answer No

Signature Ashley L. Shepherd

22

21

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

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

Witness my hand and seal this 9th day of April, 1964.

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

J.R. $25.00
I.H. $10.00 Pd. J.H.

LIBER 161 PAGE 87

FILED
JAN 5 1962
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

THE STATE OF MARYLAND,

To PHILIP RICHEBOURG
and
WILLIAM H. HALL

GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of DAILY N. SHEPHERD late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Evelyn M. Smith ~~ESQUIRE~~,
Chief Justice of the Orphans' Court for Anne Arundel County, this 2" day of Jan.
in the year of our Lord one thousand nine hundred and

TEST George M. Mutwell
Register of Wills for Anne Arundel County.

We PHILIP RICHEBOURG and WILLIAM H. HALL do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of DAISY N. SHEPHERD late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Philip Richebourg
William H. Hall
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Philip Richebourg and William H. Hall before the undersigned, a Register of Wills or Notary Public of the State of Maryland in and for Anne Arundel County duly commissioned and qualified according to law this 2nd day of January in the year of our Lord one thousand, nine hundred and sixty two

(Notary Seal)

Bette June Hughes
Notary Public for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Daisy N. Shepherd late of Anne Arundel County, deceased, appraised by the subscriber Philip Richebourg and William H. Hall jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Examiner's Exhibit No 2
Shepherd v. Shepherd. Eq 16063
John S. Rowe L - Exam

FILED
1964 APR -9 PM 3:30

24

Farm consisting of 271 acres, more or less, located in the Eighth Election District of Anne Arundel County and improved as follows:

Sporting Goods Store - one acre lot	$ 13,000.00
Kustard-King - one acre lot	25,000.00
Esso Gas Station and apartments - one acre	6,300.00
Dixie Barbecue - one acre lot	45,500.00
Mobile Gas Station - .69 acres	5,000.00
Amoco Gas Station - .75 acres	17,500.00
Fruit Stand - one acre lot	5,000.00
48 acres @ $2,000 per acre	96,000.00
70 acres @ $200 per acre	14,000.00
144 acres @ $10 per acre	1,440.00
Depreciated value of existing improvements	2,750.00
Total value of real property as of July 5, 1958	$231,490.00

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Daisy N. Shepherd deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 2nd day of January in the year of our Lord one thousand nine hundred and sixty one.

Philip Richebourg [Seal.]
Philip Richebourg

William H. Hall [Seal.]
William H. Hall Appraisers.

Amount of Inventory as above - - - - - $ 231,490.00

Ashby Lee Shepherd
Ashby Lee Shepherd

Lucy Shepherd Dorr
Lucy Shepherd Dorr

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 2nd day of January in the year of our Lord one thousand, nine hundred and sixty two personally appeared ASHBY LEE SHEPHERD AND LUCY SHEPHERD DORR, Executors of the Estate of Daisy N. Shepherd late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Daisy N. Shepherd deceased, within the State of Maryland, that has come to their knowledge, and that should they hereafter discover any other Real Estate belonging to the said deceased in said State they will return an additional Inventory thereof.

Sworn to before the Subscriber,

(Notary Seal)

Bette June Hughes
Notary Public for Anne Arundel County.
Bette June Hughes

Approved by Order of Court this 9" day of Jan., 1962.

S/ Evelyn M. Smith C.J.
S/ Harriet I. Frey A.J.
S/ Allene L. Moreland A.J.

LIBER 161 PAGE 89

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 Real Inventory

of

Daisy N. Shepherd *late of said County deceased*

taken from the original, which is filed, recorded in Liber HSC 2, Folio 492, 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* March *in the year of our Lord, nineteen hundred and fifty-* sixty-four

George M. Nutwell

Register of Wills for Anne Arundel County

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THE JOSEPH D. LAZENBY COMPANY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P. O. BOX 389

November 27, 1961

Mr. Ashby Lee Shepherd
Bristol, Maryland

Dear Mr. Shepherd:

In accordance with your request, the undersigned have personally inspected certain real and personal properties of the Estate of Daisy N. Shepherd for the purpose of determining a fair value as of July 5, 1958.

Fair value is the highest price in terms of money which the property would bring if exposed for sale on the open market allowing a reasonable time to find a purchaser who buys with the knowledge of all of the uses to which it is adapted and for which it is capable of being used. With this in mind, we have made a thorough examination of the subject real property together with surrounding neighborhood properties and are pleased to submit herewith the results of our findings.

The real property consists of land and improvements more clearly defined as follows:

Sandy Farm - all that property lying on the east and west sides of Southern Maryland Boulevard at and near the intersection of Greenock Road, also known as Wayson's Corner, all situated in the 8th Election District of Anne Arundel County, Maryland and consisting of 271 acres more or less. This property has been subdivided into a number of individual parcels fronting on Southern Maryland Boulevard some of which contain improvements. The parcels are identified as follows:

1. One acre lot improved with a one story cement block building containing 4,872 sq. ft. and occupied as a Sporting Goods store. This property is encumbered by a lease which started on December 2, 1953 to run for a period of 10 years. The rental for the first 6 years was to be $600 per year and for the balance of the term the rental is to be $1,000 per year. The lease may be renewed for an additional 10 year period at the rental of $1,000

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1964 APR -9 PM 3:30

Examiner's Exhibit No. 3
Shepherd v. Shepherd Eq. No 16063
John S. Rowe Jr. Exam

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THE JOSEPH D. LAZENBY COI .NY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P. O. BOX 389

annually. The tenant is obliged to pay all taxes and premiums for fire and liability insurance.

2. One acre lot improved by a one story stucco over block building containing 1,440 sq. ft. and occupied as an ice cream drive-in stand with the trade name of Kustard-King. This property is encumbered by a lease which started on April 1, 1956 to run for a period of 10 years at a rental of $2,000 annually. The Lessee has the first refusal to meet any legitimate offers for renewal. The tenant is obliged to pay all taxes and premiums for fire and liability insurance.

3. One acre lot improved by a two story stucco building containing 1,600 sq. ft. and occupied as a filling station, repair garage and dwelling apartment. This property is encumbered by a lease which started January 10, 1946 to run for a period of 20 years at a rental of $500 annually payable $250 semi-annually. The tenant is obliged to pay taxes on the building.

4. One acre lot improved by a one story stucco over block building containing 3,600 sq. ft. and occupied as a restaurant, a one story frame storage building containing 625 sq. ftl and a four room frame dwelling. This property is encumbered by a lease which started April 1, 1958 to run for 5 years at a monthly rental of $300 with an option to renew for another 5 years at a newly negotiated rental. The tenant is obliged to pay taxes on all improvements and the cost of fire and liability insurance.

5. One acre lot improved by a one story cinder block building containing 1,350 sq. ft. and occupied as a gasoline filling station and garage. This property is encumbered by a lease which started June 1, 1953 to run for a period of 10 years at a rental of $400 annually payable $200 semi-annually. The tenant has the option to renew this lease indefinitely for additional periods of 10 years each at the same terms. The tenant is obliged to pay all taxes.

6. A 3/4 acre lot improved by a one story cinder block building containing 1,500 sq. ft. and occupied as a gasoline filling station and garage. This property is encumbered by a lease which started October 1, 1957 to run for a period of 10 years at an annual rental of $1,500 payable $125 monthly. The tenant has the option to renew this lease for an additional period of 5 years and is obliged to pay all taxes and provide liability insurance to protect the Lessor.

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THE JOSEPH D. LAZENBY CO. INC.
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P. O. BOX 389

7. A one acre lot improved by a fruit stand of frame construction containing approximately 1,584 sq. ft.. This property is encumbered by a lease designating the use of the land to be for a fruit stand and said lease starting June 1, 1956 to run for a period of 3 years at an annual rental of $400 payable in advance. The tenant has no renewal option privileges and must pay all taxes and liability insurance premiums.

8. The balance of the subject property consisting of approximately 264.31 acres must, of necessity, be separated into catagories for valuation purposes since different sections are subject to certain practical uses differing from one another. This portion of the subject property is not encumbered by leases, however, a portion is zoned for heavy commercial use with the balance being subject to agricultural and dwelling usage. The catagories are as follows:

(a) 48 acres more or less of commercially zoned unimproved road frontage.

(b) 70 acres more or less of woods and fields. The timber on this property is scrub pine and not of a size to add any specific value to the land. The fields are overgrown and have not been under cultivation for several years.

(c) 144 acres more or less of very poor land mostly lying in ravines and swamps .

This tract is improved with certain structures, namely, two fruit stands in poor condition, a tenant house in very poor condition, a badly weathered and dilapidated barn and 5 dwelling shacks in considerable disrepair. None of these improvements tend to give much added value to the subject tract, therefore, a nominal value only has been considered in the valuation summary to follow.

Since items 1 through 7 above represent leasehold interests, their valuation is a reflection of the economic worth of the land and improvements subject to the terms of the lease agreements involved. Thus the value of the parcels has been determined by computing the present value of reasonably expected future rentals plus the present value of reversion of land at the end of the lease period. The balance of the subject real property identified in item 8 above has been valued by the comparative method consideration having been given to land use. The following is the valuation summary of the subject real property:

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THE JOSEPH D. LAZENBY CO .NY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P. O. BOX 989

1.	Sporting Goods Store - one acre lot	$ 13,000.00
2.	Kustard-King - one acre lot	25,000.00
3.	Esso Gas Station and apartments - one acre lot	6,300.00
4.	Dixie Barbecue - one acre lot	45,500.00
5.	Mobile Gas Station - .69 acres	5,000.00
6.	Amoco Gas Station - .75 acres	17,500.00
7.	Fruit Stand - one acre lot	5,000.00
8.	48 acres @ $2,000 per acre	96,000.00
	70 acres @ $200 per acre	14,000.00
	144 acres @ $10 per acre	1,440.00
	Depreciated value of existing improvements	2,750.00
	Total value of real property as of July 5, 1958	$ 231,490.00

A thorough examination has also been given to certain personal property belonging to Daisy N. Shepherd at the time of her death and the attached schedules of household and personal property and of stocks and bonds may be used to verify the valuation summary as follows:

Household and personal property	$ 1,879.00
Stocks and bonds	40,792.97
Total of certain personal property as of July 5, 1958.	$ 42,671.97

As indicated by the valuation summaries given above, it is our opinion that the fair value of the real and personal property considered in this appraisal is as of July 5, 1958 $ 274,161.97.

We hereby certify that we have no interest, present or contemplated, in the property considered in this appraisal and that neither the employment to make the appraisal nor the compensation is contingent on the valuation of the said property. We hereby certify that we have personally inspected the property and that according to our knowledge and best belief all statements and information contained in this report are true and correct.

Respectfully submitted,

Philip Richebourg

R:H

William H. Hall

30

IN THE MATTER OF THE	*	IN THE ORPHANS COURT
ESTATE OF DAISY N.	*	FOR
SHEPHERD, DECEASED	*	ANNE ARUNDEL COUNTY
	*	NO. 9833

* * * * * * *

FIRST AND FINAL ACCOUNT OF EXECUTORS
ESTATE OF DAISY N. SHEPHERD

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The First and Final Account of Ashby Lee Shepherd, Jr. and Lucy Shepherd Dorr, Executors of the Estate of Daisy N. Shepherd, respectfully shows:

These accountants charge themselves with the amount of the personal inventory heretofore filed, to wit:

	$9387.52
And with the following amounts since received:	
Refund Federal Income Tax	555.52
Refund State Income Tax	10.13
GROSS ESTATE TO BE ACCOUNT FOR	$9953.17

And your Exeeutors charge themselves with the following expenditures:

Funeral Expenses (Court Order	$ 843.15	
Legal Expense and accounting	700.00	
Commissions of Executors (waived)		
State tax on commissions	99.53	
Federal income tax (1957)	52.00	
Federal estate tax	54,452.00	
Medical and nursing expense (Court Order)	792.42	
Claims filed (other than medical)		
Owens & Nutwell	825.94	
William G. Nutwell	635.90	
Arundel Gas Co.	14.47	
Chesapeake & Potomac Tel. Co.	14.87	
Reliable Oil Co.	26.94	
Appraisal fees	216.50	
Court Costs	101.00	
Bond premium	40.00	
Copies of will	25.36	
Notice to creditors	8.00	
Elsie West Williams, insurance	39.30	
Lazenby Company, insurance	38.00	
Childs & Bald, additional copies of Will and death Certificate	12.25	
	$58,937.63	$58,937.63
ESTATE OVERPAID		$48,984.46

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Examiner's Ex No 4
Shepherd v. Shepherd Eq 16063
John S Rowe L

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Brought Forward - Estate Overpaid	$48,984.46
Total amount of Real Estate Appraisal	231,490.00
Less overpayment	48,984.46
Clear value of Real Estate	$182,505.54
1% Direct Inheritance Tax	1,825.06
Plus 25%	456.27
	$ 2,281.33

Respectfully submitted,

S/ Ashby Lee Shepherd, Jr.
Ashby Lee Shepherd, Jr.

S/ Lucy Shepherd Dorr
Lucy Shepherd Dorr

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29 day of May, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ASHBY LEE SHEPHERD, JR. and LUCY SHEPHERD DORR, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within account, and made oath in due form of law that the foregoing account is just and true as stated and that they have paid or secured the payment of every sum or sums which they crave allowance.

Witness my hand and seal Notarial.

(Notary Seal) S/ Betty June Hughes
Notary Public

ORDER

The foregoing first and final account of Executors was duly examined and passed by the Court and is hereby ORDERED to be recorded this 31"day of July , 1962.

S/ Evelyn M. Smith
C.J.

S/ Harriet I. Frey
A.J.

S/ Allene L. Moreland
A.J.

TRUE COPY TEST.
Ann Elizabeth Hatch
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

FILED
1964 APR -9 PM 3:30

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Chief Dep

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ASHBY LEE SHEPHERD, AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	NO. 16,063 EQUITY
	*	IN THE
VS.	*	CIRCUIT COURT
	*	FOR
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	ANNE ARUNDEL COUNTY
	*	
	*	

* * * * * * * * * * *

REPORT OF EXAMINER AND MASTER

12-27-63 Petition filed by Father and Next Friend of three minor sons for authority to mortgage real estate in which minors have remainder interests.

1-23-64 Minors properly served.

2-25-64 Petition for Appointment of Guardian Ad Litem filed.

2-25-64 Guardian Ad Litem appointed for minor Defendants.

3-4-64 Answer of Guardian Ad Litem filed.

3-20-64 Testimony taken before Examiner.

Substance of Testimony:

Evidence shows that by virtue of the Will of Daisy N. Shepherd (Exhibit No. 1), Ashby Lee Shepherd was devised a life estate in certain real estate more specifically described in Exhibit No. 2 filed with the Bill of Complaint, with the minor Defendants being devised the remainder interest in said property. The testimony shows that the estate was overpaid (see Exhibit No. 4) and that the life tenant had to advance cash in order to settle the estate and that of the cash advanced, he had been forced to borrow approximately $18,000.00.

The evidence further shows that the value of the property in question has increased in value since the date of the Testatrix's death (see Exhibit No. 2 and the testimony of the Complainant), and that it is to the benefit and advantage of said minors that the property be mortgaged to permit the life tenant to meet the obligations he incurred in connection with settlement of said estate, since this will permit the property to be retained which would be to the best interests of said minors.

The requirements of R71 of the Maryland Rules of Procedure appear to have been complied with (see Exhibits No. 2 and 3 as to the value of the property involved).

Case ready for Decree April 21, 1964.
Attached form of Decree recommended.

1964 APR -9 PM 3:29
FILED
1964 APR -9 PM 3:29

John G. Rouse, Jr.

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

33

ASHBY LEE SHEPHERD, AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	NO. 16,063 EQUITY
	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	
	*	
	*	

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

D E C R E E

The Petition, Exhibits and Testimony in the above cause, having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 23rd day of April, 1964, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Eugene M. Childs, be, and he is hereby appointed Trustee to execute a mortgage on the property described in these proceedings in an amount not to exceed Eighteen Thousand ($18,000.00) Dollars, upon such terms and conditions as to rate of interest and terms of payment as may be fair and reasonable.

AND it is further ADJUDGED, ORDERED and DECREED that the said Trustee shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself, and a corporate surety to be approved by this Court or by the Clerk thereof, in the penalty of $18,000.00, conditioned for the faithful performance of the trust reposed in him by this Decree or by any further Decree or Order in the premises; and upon receipt of the proceeds arising from said mortgage the said Trustee shall apply said

ROUSE, MORTON AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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1964 APR 23 AM 11:46

34

proceeds to the liquidation of the obligations incurred by Ashby Lee Shepherd, Petitioner, as referred to in the testimony and the said Trustee shall file a full and complete report to this Court concerning the proceeds from said mortgage and the distribution thereof.

AND it is further ADJUDGED, ORDERED and DECREED that this Court retains jurisdiction over the remainder interests created under the Will of Daisy N. Shepherd with respect to the property described in these proceedings until the last of the remaindermen attains the age of twenty-one years (21).

AND it is further ADJUDGED, ORDERED and DECREED that the Petitioner pay the costs of these proceedings.

George Sachse
Judge

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY

* * * * * * * * * *

PETITION TO REDUCE BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Ashby Lee Shepherd, by his attorneys, Childs and Bald, and Petitions your Honors as follows:

First: That by decree dated April 23, 1964, the Trustee was required to post bond for Eighteen Thousand Dollars in these premises.

Second: That the purpose of raising the funds by way of mortgage on the property which is the subject of these proceedings was to partially reimburse the Plaintiff for funds previously expended by him in payment of State and Federal Estate taxes which would have constituted a lien against the Defendants' interest, had not Federal taxes been paid.

Third: Your Petitioner submits herewith photocopies of various receipts from state and Federal Government showing the payment of these taxes, and, therefore, since no funds were to be handled by the Trustee other than the immediate delivery of said funds to the Plaintiff, your Petitioner feels that the bond previously decreed to be filed in these premises would be superfluous.

TO THE END, THEREFORE:

May it please your Honors to pass an Order in these presents amending the decree of April 23, 1964 to the end that no bond be required of the Trustee.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs

FILED
1964 DEC 15 PM 3:45

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

REPORT OF MASTER IN CHANCERY

The undersigned Master in Chancery who heard and reviewed the proceedings heretofore filed in this cause, and having examined the exhibits mentioned in this Petition, does hereby hereby recommend the passage of the Order petitioned by the Plaintiff to the end that the necessity of bond be eliminated.

John G. Rouse, Jr.
Master in Chancery

FILED
1984 DEC 15 PM 3:45

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 161 PAGE 101

ACCOUNT IDENTIFICATION RECORD

If payment was made in cash, your receipt is attached. See instructions on reverse.

REFERENCE NUMBER	[redacted]			
[illegible] 62L				
CLASS [illegible]	CASH	CHECK	M. O.	PREPARED BY
[illegible]		X		Annapolis
PERIOD COVERED	DISTRICT			DATE
7/5/58	Balto.			2/28/63

NAME AND ADDRESS

EST OF DAISEY W. SHEPHERD
ARMY L. SHEPHERD, ET AL EXECS
C/O EUGENE M. CHILDS
192 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD.

TAX	$ 5,582.51
INTEREST	488.50
TOTAL AMOUNT	$ 6,071.01
ACCOUNT ASSIGNED TO	OCF

TY 54 (Rev. 11-61) PART 3 — Taxpayer's Copy — U. S. TREASURY DEPARTMENT—INTERNAL REVENUE SERVICE

ORIGINAL

FORM EV 6-59) U. S. TREASURY DEPARTMENT INTERNAL REVENUE SERVICE

RECEIPT FOR PAYMENT OF TAXES

DATE September 13, 1962

NAME OF TAXPAYER: Estate of Daisey W. Shepherd

ADDRESS: c/o Eugene M. Childs, 192 Duke of Gloucester St.

CLASS OF TAX: Annapolis-Maryland

DESCRIPTION OF COLLECTION

INCOME	☐	TAX	8,060 78
WITHHOLDING	☐	PENALTY	
EMPLOYMENT	☐	INTEREST	
MISC.	☐	O.C. ETC.	
Estate	☑	TOTAL	8,060 78

PERIOD COVERED: Estate Tax Payment DID 7/5/58 Rec'd 9/12/62

HOW PAID ▶ DRAFT M O CHECK ✓ CASH

RECEIVED PAYMENT DISTRICT DIRECTOR OF INTERNAL REVENUE

DISTRICT: Baltimore-Maryland

BY: Anna F. Schaake (Teller)

A 1156873

NOT VALID UNLESS INITIALED BY TELLER

1906
1348
10763
1906
6071.01
806078
827916

22,570.13 *

ORIGINAL

(REV. 6-59) U. S. TREASURY DEPARTMENT REVENUE SERVICE

RECEIPT FOR PAYMENT OF TAXES

DATE October 31, 1962

NAME OF TAXPAYER: Estate of Daisey W. Shepherd

ADDRESS: c/o Childs & Bald, Attys. 192 Gloucester St. P.O. Box 787

CLASS OF TAX: Annapolis-Maryland

DESCRIPTION OF COLLECTION

INCOME	☐	TAX	8,279 16
WITHHOLDING	☐	PENALTY	
EMPLOYMENT	☐	INTEREST	
MISC.	☐	O.C. ETC.	
Estate	☑	TOTAL	8,279 16

PERIOD COVERED: Estate Tax Payment DID 7/5/58 Rec'd 10/24/62

HOW PAID ▶ DRAFT M O CHECK ✓ CASH

RECEIVED PAYMENT DISTRICT DIRECTOR OF INTERNAL REVENUE

DISTRICT: Baltimore-Maryland

BY: Anna F. Schaake (Teller)

A 1157105

NOT VALID UNLESS INITIALED BY TELLER

FILED

1964 DEC 15 PM 3:45

REGISTER OF WILLS OFFICE
ANNE ARUNDEL COUNTY

No. 18808

ANNAPOLIS, MD., July 31, 1962

Estate of Daisy J. Shepherd
Ashby Lee Shepherd, Jr.

To REGISTER OF WILLS, Dr.

	Dollars	Cents
LETTERS—ADMINISTRATION		
" TESTAMENTARY		
" GUARDIANSHIP		
DOCKET ENTRIES		
PROBATE AND RECORDING WILL		
CERTIFICATE		
RENUNCIATION		
WARRANT TO APPRAISERS		
INVENTORY—PERSONAL		
" REAL		
" TRUST ESTATE		
ORDER OF SALE—PERSONAL		
REPORT OF SALE—PERSONAL		
" " " REAL		
LIST OF DEBITS		
REGISTER'S FEES—ADMINISTRATION ACCOUNT		
" " GUARDIANSHIP		
" " KEEPING WILL		
" " RECORDING ASSIGNMENT		
" " ADDITIONAL BOND		
" " PETITION & ORDER		
" " ORDER OF COURT		
" " COPY		
" " RELEASES		
" " CLAIMS		
TAX ON COMMISSIONS		
INHERITANCE TAX—ADMINISTRATION ACCOUNT DIRECT		
" " ADM. ACC'T COLLATERAL		
" " REAL ESTATE		
" " TRUST ESTATES		
" " JOINT TENANCY 1%	86	10
CITATION—REGISTER		
" SHERIFF		
CERTIFICATION		
MOTOR VEHICLE TRANSFER		
MISCELLANEOUS Penalty	21	53
TOTAL	107	63

How Paid: Check ☑ Cash ☐

GEORGE M. NUTWELL, Register

Per Ellen-Frances Boettcher Dep.

LIBER 161 PAGE 102

REGISTER OF WILLS OFFICE
ANNE ARUNDEL COUNTY

No. 18805

ANNAPOLIS, MD., July 31, 1962

Estate of Daisy J. Shepherd
Arthur Cabell Shepherd

To REGISTER OF WILLS, Dr.

	Dollars	Cents
LETTERS—ADMINISTRATION		
" TESTAMENTARY		
" GUARDIANSHIP		
DOCKET ENTRIES		
PROBATE AND RECORDING WILL		
CERTIFICATE		
RENUNCIATION		
WARRANT TO APPRAISERS		
INVENTORY—PERSONAL		
" REAL		
" TRUST ESTATE		
ORDER OF SALE—PERSONAL		
REPORT OF SALE—PERSONAL		
" " " REAL		
LIST OF DEBITS		
REGISTER'S FEES—ADMINISTRATION ACCOUNT		
" " GUARDIANSHIP		
" " KEEPING WILL		
" " RECORDING ASSIGNMENT		
" " ADDITIONAL BOND		
" " PETITION & ORDER		
" " ORDER OF COURT		
" " COPY		
" " RELEASES		
" " CLAIMS		
TAX ON COMMISSIONS		
INHERITANCE TAX—ADMINISTRATION ACCOUNT DIRECT		
" " ADM. ACC'T COLLATERAL		
" " REAL ESTATE		
" " TRUST ESTATES		
" " JOINT TENANCY 1%	15	25
CITATION—REGISTER		
" SHERIFF		
CERTIFICATION		
MOTOR VEHICLE TRANSFER		
MISCELLANEOUS Penalty	3	81
TOTAL	19	06

FILED

How Paid: Check ☑ Cash ☐

GEORGE M. NUTWELL, Register

Per Ellen-Frances Boettcher Dep.

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REGISTER OF WILLS OFFICE
ANNE ARUNDEL COUNTY

No. 18804

ANNAPOLIS, MD., July 31, 1962

Estate of Daisy H. Shepherd
Douglas Winterson Shepherd

To REGISTER OF WILLS, Dr.

	Dollars	Cents
LETTERS—ADMINISTRATION		
" TESTAMENTARY		
" GUARDIANSHIP		
DOCKET ENTRIES		
PROBATE AND RECORDING WILL		
CERTIFICATE		
RENUNCIATION		
WARRANT TO APPRAISERS		
INVENTORY—PERSONAL		
" REAL		
" TRUST ESTATE		
ORDER OF SALE—PERSONAL		
REPORT OF SALE—PERSONAL		
" " REAL		
LIST OF DEBITS		
REGISTER'S FEES—ADMINISTRATION ACCOUNT		
" " GUARDIANSHIP		
" " KEEPING WILL		
" " RECORDING ASSIGNMENT		
" " ADDITIONAL BOND		
" " PETITION & ORDER		
" " ORDER OF COURT		
" " COPY		
" " RELEASES		
" " CLAIMS		
TAX ON COMMISSIONS		
INHERITANCE TAX—ADMINISTRATION ACCOUNT DIRECT		
" " ADM. ACC'T COLLATERAL		
" " REAL ESTATE		
" " TRUST ESTATES		
" " JOINT TENANCY 1%	15	25
CITATION—REGISTER		
" SHERIFF		
CERTIFICATION		
MOTOR VEHICLE TRANSFER Penalty	3	81
MISCELLANEOUS		
TOTAL	19	06

How Paid: Check ☑ Cash ☐

GEORGE M. NUTWELL, Register

Per Ellen-Frances Boettcher Dep. Register

This receipt will be the only one recognized as official. Can be used as Voucher.

LIBER 161 PAGE 103

REGISTER OF WILLS OFFICE
ANNE ARUNDEL COUNTY

No. 18802

ANNAPOLIS, MD., July 31, 1962

Estate of Daisy H. Shepherd
Billy Lee Shepherd

To REGISTER OF WILLS, Dr.

	Dollars	Cents
LETTERS—ADMINISTRATION		
" TESTAMENTARY		
" GUARDIANSHIP		
DOCKET ENTRIES		
PROBATE AND RECORDING WILL		
CERTIFICATE		
RENUNCIATION		
WARRANT TO APPRAISERS		
INVENTORY—PERSONAL		
" REAL		
" TRUST ESTATE		
ORDER OF SALE—PERSONAL		
REPORT OF SALE—PERSONAL		
" " REAL		
LIST OF DEBITS		
REGISTER'S FEES—ADMINISTRATION ACCOUNT		
" " GUARDIANSHIP		
" " KEEPING WILL		
" " RECORDING ASSIGNMENT		
" " ADDITIONAL BOND		
" " PETITION & ORDER		
" " ORDER OF COURT		
" " COPY		
" " RELEASES		
" " CLAIMS		
TAX ON COMMISSIONS		
INHERITANCE TAX—ADMINISTRATION ACCOUNT DIRECT		
" " ADM. ACC'T COLLATERAL		
" " REAL ESTATE		
" " TRUST ESTATES		
" " JOINT TENANCY 1%	10	78
CITATION—REGISTER		
" SHERIFF		
CERTIFICATION		
MOTOR VEHICLE TRANSFER Penalty	2	70
MISCELLANEOUS		
TOTAL	13	48

How Paid: Check ☑ Cash ☐

GEORGE M. NUTWELL, Register

Per Ellen-Frances Boettcher Dep. Register

This receipt will be the only one recognized as official. Can be used as Voucher.

FILED
1964 DEC 15 PM 3:45

42

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY

* * * * *

ORDER

ORDERED this 16 day of December, 1964, by the Circuit Court for Anne Arundel County, in Equity, on the aforegoing Petition, that the Decree of April 23, 1964 be, and the same is hereby amended, to eliminate the necessity of the Trustee's having to post bond for the faithful performance of his duties hereunder.

JUDGE

FILED

1964 DEC 16 PM 12: 37

41

LIBER 161 PAGE 105

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,~~036~~ 063 EQUITY

* * * * * * * * *

PETITION TO LEASE LAND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene M. Childs, Trustee for the Minor Defendants, respectfully shows:

1. That Ashby Lee Shepherd, father of the infant respondents, is part owner of the Triangle Tobacco Warehouse which is located adjacent to the 49.927 acre tract which is a portion of the land affected by these proceedings. The said Ashby Lee Shepherd is desirous of expanding his warehouse storage capacity but lacks space for expansion.

2. The said Ashby Lee Shepherd and J. Snowden Singletary, the latter person being a builder, desires to utilize 2.36 acres immediately adjoining the tract now owned by Ashby Lee Shepherd and proposed to erect thereon a warehouse costing approximately Eighty One Thousand Dollars ($81,000.00).

3. The land sought to be utilized has been appraised for Nine Thousand Four Hundred Forty Dollars ($9,440.00), pursuant to the attached report of T. Carroll Worthington and Thomas C. Worthington, and it is proposed that your petitioner and Ashby Lee Shepherd lease the said 2.36 acre tract to J. Snowden Singletary on a fifty (50) year commercial lease basis, the said lease yielding rent of One Thousand Dollars ($1,000.00) per year with the option in the said Ashby Lee Shepherd to purchase the interest of J. Snowden Singletary after the term of three (3) years for the sum of Twenty Seven Thousand Dollars ($27,000.00).

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CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

42

Under such a lease favorable financing with a local lending institution could be obtained at a minimum of capital outlay.

4. The undersigned trustee believes that said lease would be to the benefit of the infant respondents in that the land is at present lying idle and returning no income. With the expiration of the lease the said infants will become owners of a valuable warehouse at no cost to themselves and should the tobacco business not prosper, the nature of the construction of the warehouse is such that it will be readily converted to other useful purposes. The land sought to be utilized will also make use of a narrow piece of road frontage (19.60 feet) which at the present time has no value whatsoever. Other than this no road frontage will be used.

TO THE END, THEREFORE:

(a) That this trustee may be authorized to enter into a lease on behalf of the infant respondents, which lease will convey the aforementioned 2.36 acres to J. Snowden Singletary for a period of fifty (50) years yielding a yearly rent of One Thousand Dollars ($1,000.00) with the option in Ashby Lee Shepherd to purchase an assignment of the lease after the expiration of three (3) years.

(b) And for such other and further relief as your petitioners cause may require.

Respectfully submitted.

Eugene M. Childs, Trustee

Eugene M. Childs, Trustee

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

TOWNS-WORTH BUILDING
SOUTH STREET
COlonial 3-2525

LIBER 161 PAGE 107

T. CARROLL WORTHINGTON
REALTOR
ANNAPOLIS, MARYLAND

February 10, 1965

TO WHOM IT MAY CONCERN:

This is to certify that we have been appraisers since 1923 and 1948 respectively, and have appraised properties for the U. S. Government, State of Maryland, County of Anne Arundel, City of Annapolis, State Roads Commission, Banks, Building Associations and organizations and individuals too numerous to mention. We have testified in condemnation proceedings in both Federal and State Courts.

This appraisal represents the independent opinions of the appraisers, free from any commitments and free from any present or expected future interest in the property, with the sole compensation for the employment being a fair professional fee.

This is to certify that we have inspected the property assessed to Ashby L. Shepherd and L. C. Shepherd situate at Wayson's Corner, 8th District of Anne Arundel County, Maryland being a part of the property more particularly described in the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 917 folio 464.

This property consists of an unimproved lot containing 2.36 acres, being approximately 300 x 305 feet. This tract of land is presently covered with brush and second growth trees. It is situate 224.89 feet off of Route 4 or 408 and 225 feet off of Route 416 being about equidistant from each highway. It is zoned commercial and adjoins property now operated as a tobacco warehouse. As there is no road frontage for this tract, comparable sales cannot be found, therefore we will have to use sales most closely related and discount the price accordingly.

After examining sales of commercially zoned property in the 1st, 7th and 8th District of Anne Arundel County, Maryland, it is our opinion that the fair market value of this property as of this date is $4,000.00 per acre or $9,440.00 for the entire tract.

Respectfully submitted,

T. Carroll Worthington

Thomas C. Worthington

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ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY
	*	

* * * * * * * * * *

ORDER

ORDERED this 16th day of February, 1965, on the aforegoing Petition by Eugene M. Childs, Trustee, that said Trustee be, and he is hereby authorized, to take testimony to substantiate the facts contained in the aforegoing petition.

JUDGE

FILED

1965 FEB 16 PM 12: 10

45

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	:	IN
	:	THE CIRCUIT COURT
vs	:	FOR
	:	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	:	NO. 16,063 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF PETITIONER

February 17 & 18, 1965

Present:

Mr. Eugene M. Childs, Solicitor for Petitioner

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

Mrs. Shirley Dudley, Court Stenographer

Witnesses:

Ashby L. Shepherd, pages 2 - 6
T. Carroll Worthington, pages 7 - 8
Thomas C. Worthington, pages 9 - 10

FILED
1965 FEB 24 AM 11:30

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ASHBY LEE SHEPHERD, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1 State your name and address, please.

A Ashby L. Shepherd.

2 Mr. Shepherd, you are the father of the infant respondents in this case, areyou not?

A I am.

3 Now what is your business, your occupation?

A I am a tobacco warehouseman and a farmer.

4 And what is the name of your tobacco warehouse?

A The American Tobacco Grower's Corporation, commonly known as Triangle Warehouse.

5 And you are in the business of storing tobacco, is that one of your businesses?

A Storing of tobacco is available to warehousers temporarily at times.

6 But as a matter of fact don't you own a warehouse in which hogsheads of tobacco are stored from year to year?

A Yes, we do have hogsheads being stored yearly from one year continually.

7 Now do you have an opportunity to expand your storage facilities?

A Yes, I do.

8 Would you explain to the Court in what manner you propose to

47

do this? Do you have room on property which you presently own?

A No, we do not. Not for the facilities that is necessary to store the hogsheads available to us at this time to be stored.

9 Now with whom do you contract to store tobacco?

A We'll contract with the Maryland Tobacco Packing Company.

10 And is it your desire at this time to erect a new warehouse in conjunction with your present business?

A Yes, it is.

11 I show you now a plat and description of 2.36 acres and ask you if this is the land which you propose to use for this particular project?

A Yes, it is.

12 It's in the cross-hatched area?

A Yes, sir.

(PLAT AND DESCRIPTION FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

13 Mr. Shepherd, is this land which you propose to use for a new warehouse presently the property which is owned by you as life tenant and by your sons as remainderment?

A Yes, it is.

14 Is it being put to any use at the present time?

A At the present time it is not being used for anything.

15 And would you describe the general terrain?

A Well the plot is east of the buildings that are now on the adjoining lot of the American Tobacco Grower's Corporation which is owned by my wife and I.

16 And will you be taking any road frontage of the property owned

48

by the children?

A No, this particular 2.36 acres is north of Maryland Tobacco Coop lot or building.

17 And you will be taking up 19.60 feet on the road, is that right, to get to it?

A Yes. Now this particular thing here has always been there. I am not taking that in now. It has been there.

(MR. ROUSE)

1 You mean it's just an existing road?

A An existing road. It's always been there.

(Mr. Childs)

18 Now what would you like to do, Mr. Shepherd? I show you a letter from Mr. J. S. Singletary. Who is Mr. Singletary?

A He is a builder from Clarkton, North Carolina. He does construction of warehouses and industrial buildings and plants and other facilities that normally go with it.

19 And you and Mr. Singletary have tentatively agreed to the erection of a warehouse on this property, have you?

A We have.

20 And that's subject to the Court's approval?

A Yes.

21 And this is a building 210 x 240 x 15 and the total contract price will not exceed $98,500.00?

A That is correct.

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

49

22 Now is it correct that you anticipate the income from this building after it is erected to be approximately $17,280.00 a year?

A If the building is full.

23 And do you anticipate it's being full?

A I anticipate the building to be 80% of capacity or more.

24 Now in order to build the building what sort of financing have you arranged for?

A Mr. J.S. Singletary and myself anticipate joining in an agreement to lease the present 2.36 acres for 50 years.

25 Now why the 50 years, Mr. Shepherd?

A So that we may secure a loan from the First Federal Savings for 60% of the amount being borrowed so we may secure some money to build the building.

26 And is Mr. Singletary to participate in this construction cost?

A Yes.

27 So do you then as life tenant on behalf of the children as remainderment propose then to lease this on a commercial lease basis?

A I do.

28 And the leasee will be Mr. Singletary?

A Yes.

29 And you will then have an option from Mr. Singletary, is that right?

A Yes.

50

30 And that option will be after three years you will have the right to purchase his interest?

A Or thereafter. I don't have to purchase it at that particular year.

31 But thereafter?

A That's right.

32 For what he has put in by way of building and materials, is that right?

A That's right, his undivided interest, as he expressed it.

33 Now what will be the yearly rental for the land?

A A thousand dollars a year.

34 And this will be payable to you during your lifetime and on your death to your children?

A That's correct.

35 And after the expiration of the lease the building and the land will revert will it not?

A That's correct.

36 Now do you anticipate your sons coming into the business with you?

A Yes, I do anticipate them joining in the business with me.

37 And they are what ages now?

A I have one twenty, Ashby Lee, III; Douglas W. Shepherd and Carter C. Shepherd are both eighteen.

38 And do you anticipate this arrangement, if the Court permits it, to be to the advantage of the children?

A I sure do.

51

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 Ashley L. Shepherd

February 18, 1965

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

(Mr. Childs)

1 Mr. Worthington, will you state your name and address, please?

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

2 What is your occupation, Mr. Worthington?

A Realtor.

3 How long have you been so engaged?

A Since 1923.

4 Have you had occasion to appraise property during that time?

A I have.

5 For whom?

A The United States Government, The State of Maryland, the State Roads Commission, banks, building associations, individuals.

6 Would you say that you are familiar with property values in the vicinity ofAnne Arundel County?

A I am

7 At my request did you have occasion to appraise 2.36 acres located at Wayson's corner and owned by Ashby Shepherd as life tenant and by his three sons as remainderment?

A We did that on February the 10th.

8 Would you described the property roughly for the Court, the physical aspects of the property?

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A The property consists of an unimproved lot containing 2.36 acres, being approximately 300 x 305 feet. The tract of land is presently covered with brush and second growth trees. It is situated 224.89 feet off ofRoute 4 or 408 and 225 feet off of Route 416 being about equidistant from each highway. It is zoned commercial and adjoins property now operated as a tobacco warehouse. There is no road frontage to this tract.

9 Mr. Worthington, is this property being used at the present time for any purpose at all?

A It is not.

10 To your knowledge is it providing any income from any source?

A As far as I could see I don't see how it could.

11 Now if I were to tell you that this 2.36 acres would as a result of this procedure start to yield rent at a thousand dollars a year. Would you say it would be to the advantage of the infants in this case that such a lease be entered into?

A I would say very much so.

12 You want to give us a reason?

A Well as it stands it is off the road. It would be hard to sell to any person except the people that you have and I don't think that it could be used without road frontage by any other organization.

54

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature

-5

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

(Mr. Childs)

1 State your name and address, please.

A Thomas C. Worthington. My address is Towns-Worth Building, South Street, Annapolis, Maryland.

2 What is your occupation, Mr. Worthington?

A I am a realtor.

3 And how long have you been a realtor?

A I have beeen a realtor since 1948.

4 And has it been your task to appraise properties in Anne Arundel County?

A Yes, I have.

5 And for whom have you made appraisals in the past?

A The United States Government, The State Government, County Government, City Government, banks, building and loan associations, Ford Motor Company, Aluminum Company of America and so on.

6 Now at my request did you appraise 2.36 acres that your father has just testified concerning?

A Yes, I did.

7 When was that?

A That was February the 10th, 1965.

8 Now you heard your father testify, I take it?

A I did.

56

9 Do you have anything that you wish to add or any opinions of your own relative to the advantage that might be derived by infant respondents in this case?

A I agree with his testimony completely.

10 Do you have anything to add concerning access to the road?

A Yes, I do. I would like to add that there is a 19.60 foot strip of land between the lands where the tobacco warehouse stands and the land presently occupied by the Tobacco Cooperative. That would give access to the, to Route 416.

11 Does this tract occupy any other road frontage that you have knowledge of?

A No, it does not.

12 And do you feel it would be to the advantage of the infant respondents if the property were to be leased?

A Yes, I do.

57

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 Thomas C. Wolfe

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~~ two day.

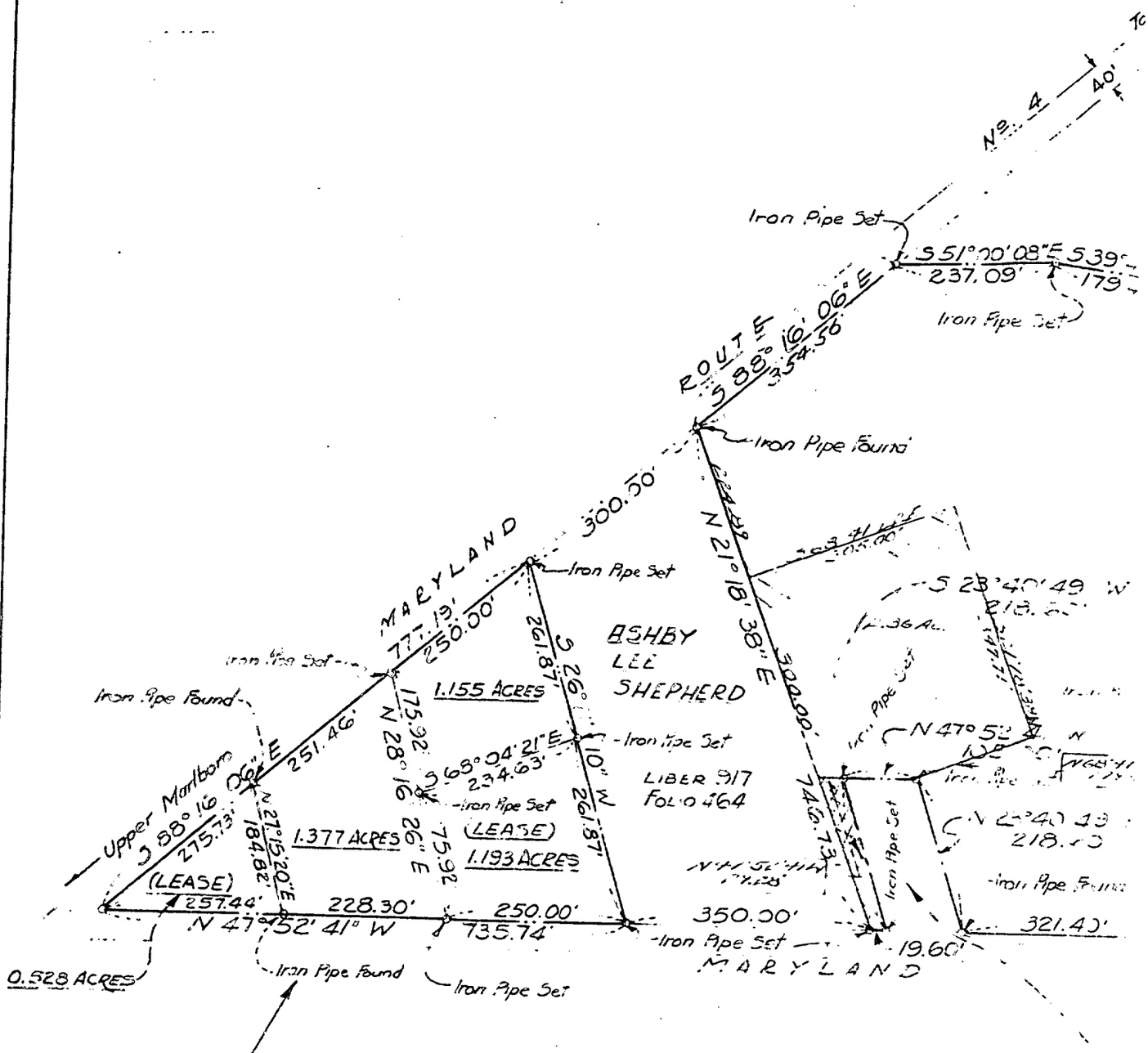
Witness my hand and seal this 24 day of February, 1965.

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

J.R. $25.00

S.D. $10.00

57



Examiner's Exhibit No 1
Shepherd Equity No 16,063
John S. Rowe L. Exa

FILED
1965 FEB 24
AM 11.30

DATE	BY	CHANGES	NO.
6/8/65	WS	Showing The 2.36 Ac lot Lot Corners Not Set	1

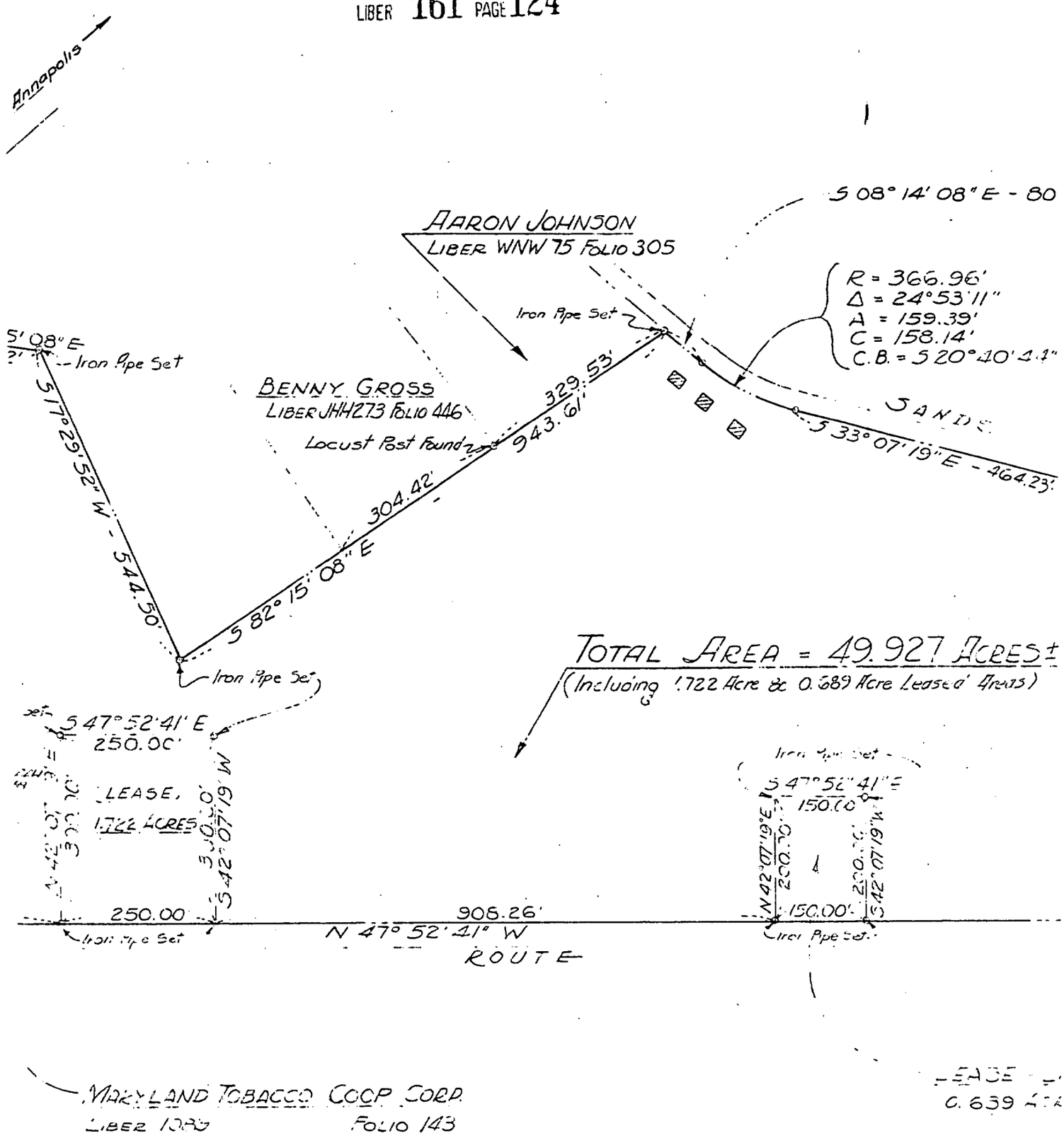
REVISIONS

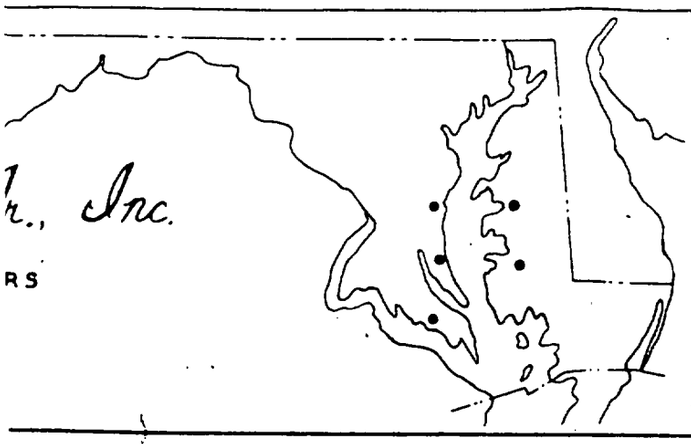
J. R. McCrone, J.

REGISTERED PROFESSIONAL ENGINEE
AND SURVEYORS

81-05-E 60,61,62

LIBER 161 PAGE 124

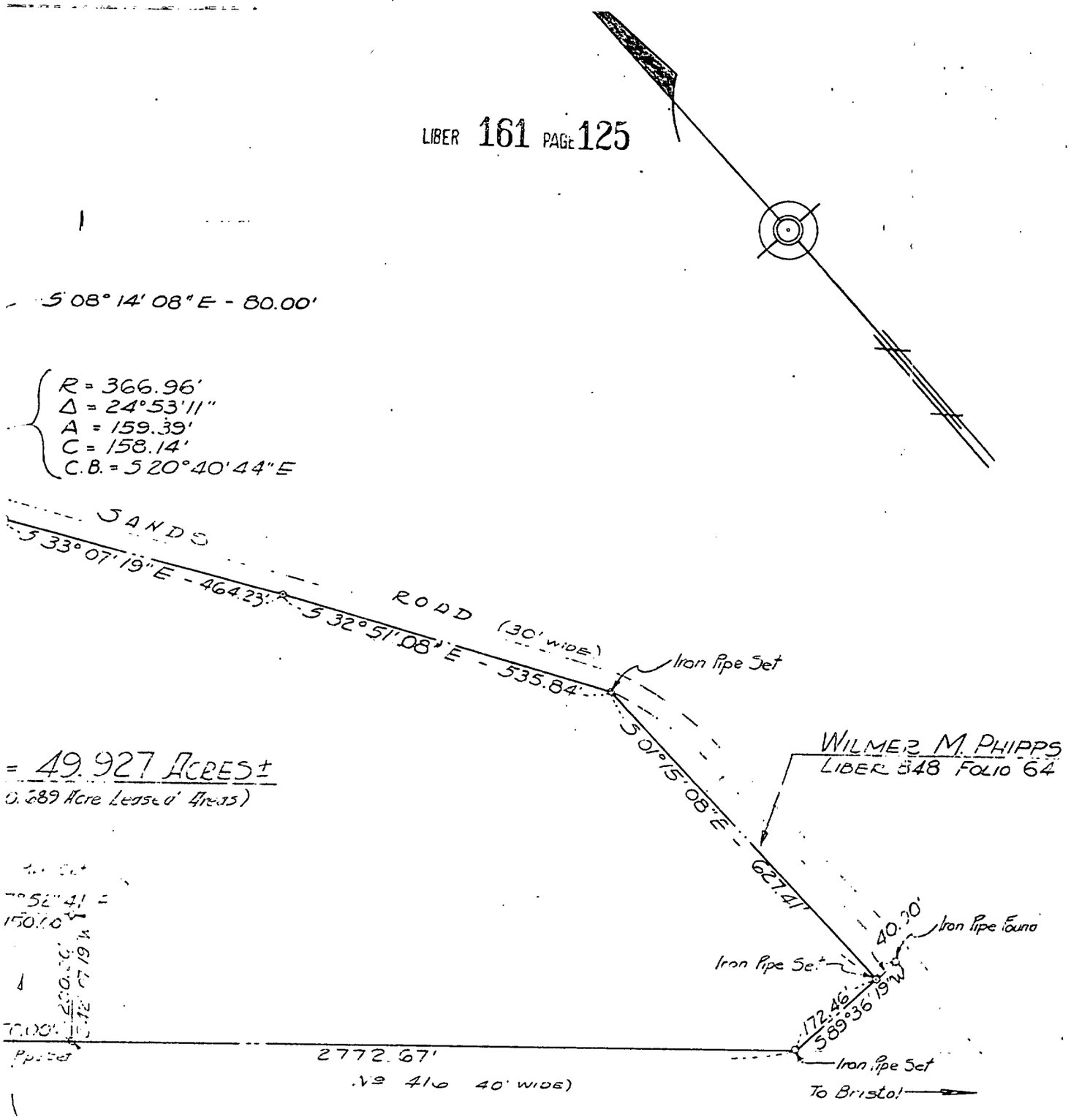




OFFICES AT
ANNAPOLIS
CENTREVILLE
PRINCE FREDERICK
TRAPPE
LEONARDTOWN

IN CHARGE:	
CHKD. BY:	
APPRVD. BY:	
DRAWN BY:	
TRCD. BY:	
FILE NUMBER	B-20-18
DATE	9 - 13 - 63
SCALE	1" = 200'
JOB NUMBER	8890

LIBER 161 PAGE 125



IN CHARGE:	ASHBY LEE SHEPHERD	SHEET NUMBER 1 OF 1
CHKD. BY:		
APPRVD. BY:		
DRAWN BY: KJM	SURVEY FOR ASHBY LEE SHEPHERD OF PROPERTY NEAR NAYSONS CORNER	SEAL
TRCD. BY:		
FILE NUMBER B-20-18		
DATE 9-13-63		
SCALE 1" = 200'		
JOB NUMBER 8890	8TH DISTRICT, ANNE ARUNDEL COUNTY, MD. COORDINATE REFERENCE BB-19	

OFFICERS
F. M. LATHAM, JR. L.S.
President
J. T. LATHAM, L.S.
Vice President

ENGINEERING ASSOCIATE
LEONARD R. MANN P.E.

SURVEYING ASSOCIATES
DAVIS C. KIRBY, JR. L.S.
HARRY E. STURDEVANT L.S

J. R. McCRONE, JR.
1938-1958

LIBER 161 PAGE 126

J. R. McCrone, Jr., Inc.

Engineers and Land Surveyors

150 SOUTH STREET, ANNAPOLIS MARYLAND 21401
267-8621 974-0637

BRANCH OFFICES:
Prince Frederick, Md.
535-0949
Leonardtown, Md.
475-9552
Upper Marlboro, Md.
627-4485
Chestertown, Md.
Telephone: 778-3272
Trappe, Md.
Greenfield 6-3206

February 9, 1965

DESCRIPTION OF 2.36 ACRES
LOCATED AT DRURY - 8TH DISTRICT - A. A. CO., MD.

BEGINNING for the same at a point in and (as corrected for magnetic difference) South 21° 18' 38" West 224.89 feet from the end of the second or North 24° 52' East 740.70 foot line of the conveyance from Daisy N. Shepherd to Ashby Lee Shepherd by deed dated December 15, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 917, folio 464;

THENCE running from said beginning point so fixed and leaving the above mentioned conveyance and running across part of Part Two in the conveyance from Edward C. Gantt, Trustee, to John Shepherd by deed dated August 7, 1901, and recorded among said Land Records in Liber G.W. 22, folio 225, South 68° 41' 22" East 305.0 feet to a point;

THENCE South 21° 18' 38" West 347.71 feet to a point;

THENCE North 68° 41' 22" West 179.48 feet to a point at the beginning of the North 44° 30' West 105.0 foot line of the conveyance from Daisy N. Shepherd to the Maryland Tobacco Cooperative Corp. by deed dated December 21, 1956, and recorded among the aforesaid Land Records in Liber G.T.C. 1089, folio 143;

THENCE with said last mentioned 105.0 foot line and the extension of same, as corrected for magnetic difference, North 47°

65

52' 41" West 134.28 feet to a point in the above mentioned North 24° 52' East 740.20 foot line of the conveyance from Daisy N. Shepherd to Ashby Lee Shepherd (J.H.H. 917, folio 464);

THENCE with part of said line, as corrected for magnetic difference, North 21° 18' 38" East 300.0 feet to the place of beginning.

CONTAINING 2.36 acres, more or less, as described by J. R. McCrone, Jr., Inc., Registered Surveyors, in February 1965.

BEING part of the above mentioned conveyance from Edward C. Gantt, Trustee, to John Shepherd by deed dated August 7, 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. 22, folio 225.

J. S. SINGLETARY

LIBER 161 PAGE 128

BOX 147

TELEPHONE 647-2941

GENERAL CONTRACTOR

CLARKTON, N. C.

Feb. 13, 1965

Mr. Ashby Lee Shepherd
Bristol, Md.

Dear Sir.

We propose to build for you on your lot in Maryland a warehouse building 210'x240'x15' as per plans and specifications No. 210-240 as drawn by Hollis L. Ivey.

The following items are added to the original price I quoted you and traded with you for.

1. Clearing land, grading including fill
2. Retainer Walls
3. Office
4. Wiring
5. Plumbing
6. Sales Tax
7. Builders risk Insurance

For a total Contract price not to exceed $98,500.00 Ninety Eight Thousand Five Hundred Dollars.

Yours truly,

J. S. Singletary

Examiner's Exhibit No 2
Shepherd Equity No 16063
John S. Rowe L. Exam

An addition
Contr. with T. S. N.

FILED
1965 FEB 24 AM 11:30

65

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, and ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY
	*	

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

REPORT OF MASTER AND EXAMINER

Court by Decree of 4/23/64 appointed Trustee and retained jurisdiction over the remainder interests created by the Will of Daisy N. Shepherd.

2/15/65 Petition filed by Trustee for authority to lease land.

2/17/65 and 2/18/65 Testimony taken before Examiner.

Substance of Testimony:

Complainant testified together with two real estate appraisers. Evidence shows that it would be to best interest and advantage of the minor respondents that the Trustee be authorized to execute a lease as prayed.

Case ready for decree 2/24/65.

Attached form of decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED

1965 FEB 24 AM 11:30

66

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, AND ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY

* * * * * *

WAIVER OF RULE 580-P

The within testimony is hereby submitted for decree, the parties hereto waving the ten day rule.

Ashby Lee Shepherd

Ashby Lee Shepherd

Eugene M. Childs

Eugene M. Childs, Trustee

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1965 FEB 25 AM 11:49

67

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN
	*	THE CIRCUIT COURT
VS.	*	FOR
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, and ASHBY LEE SHEPHERD, III, Minors	*	ANNE ARUNDEL COUNTY
	*	NO. 16,063 EQUITY

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

DECREE

The Petition, Exhibits and Testimony in the above cause, having been submitted, the proceedings therein were by The Court read and considered, and it appearing to the Court that it would be to the best interest and advantage of the infant respondents that the relief prayed in said Petition be granted.

It is thereupon, this 25th day of February, 1965, by The Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Eugene M. Childs, Trustee, be and he is hereby authorized to enter into a lease on behalf of the infant respondents, namely Carter C. Shepherd, Douglas W. Shepherd and Ashby Lee Shepherd, III, of the 2.36 acre tract more particularly described in Examiner's Exhibit No. 1 filed in these proceedings to J. Snowden Singletary for a period of fifty years at an annual rental of One Thousand Dollars ($1,000) with an option in the Complainant, Ashby Lee Shepherd, to purchase the interest of the said J. Snowden Singletary at any time after the expiration of three years from the beginning date of said lease for an amount equal to one-third of the costs of improvements constructed on said land, and if none are constructed by said time, then for an amount equal to the rent paid by Singletary and upon such other terms and conditions as may in the opinion of the Trustee be to the best interest of said infant respondents.

FILED

1965 FEB 25 PM 2:10

68

And, it is further ADJUDGED, ORDERED and DECREED that the said Trustee shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself, and a corporate surety to be approved by this Court or by the Clerk thereof, in the penalty of $3,000 conditioned for the faithful performance of the trust reposed in him by this Decree or by any further Decree or Order in the premises and the said Trustee shall file a full and complete report to this Court concerning the rental received from said property and the distribution thereof.

And, it is further ADJUDGED, ORDERED and DECREED that this Court retains jurisdiction over the remainder interests created under the Will of Daisy N. Shepherd with respect to the property described in these proceedings until the last of the remaindermen attains the age of twenty-one years.

And, it is further ADJUDGED, ORDERED and DECREED that the Petitioner pay the costs of these proceedings.

Matthew Evans

Judge

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 161 PAGE 133

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

ROYAL-GLOBE INSURANCE

BOOK 13 PAGE 138

Bond No. 466700

NO. 16,063 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, EUGENE M. CHILDS ---------- of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland as Surety, are held and firmly bound unto the State of Maryland, or its certain attorneys, in the full and just sum of THREE THOUSAND AND NO/100 ($3,000.00) ---------- ---------- Dollars, 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 February 25, 1965, in a cause therein pending entitled ---------- Ashby Lee Shepherd, etc. VS. Carter C. Shepherd, et al ---------- No. 16,063 Equity, the above bounden Eugene M. Childs ---------- was appointed Trustee upon his filing a bond in the penal sum of Three ------ Thousand and No/100 ($3,000.00) ---------- Dollars, conditioned upon the faithful performance of the trust imposed upon him and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Eugene M. Childs ---------- shall faithfully perform the trust imposed upon him 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 20th day of April, 1965.

WITNESS:

Mildred Ann Ball
Mildred Ann Ball

Eugene M. Childs (SEAL)
Eugene M. Childs PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

Ethel M. Carle
Ethel M. Carle

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

SURETY

Bond approved this 20th day of April, 1965

Louis N. Phipps, Clerk

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70

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, and ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY

* * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene M. Childs, Trustee, respectfully represents:

First: That owing to the nature of the zoning in the property to be leased it became necessary to erect two buildings instead of one upon the premises so that there now exists one building 210 x 128 feet and the second 210 x 112 feet. The larger of the two buildings is now filled with 4000 hogsheads of tobacco which yield the monthly rental of 18¢ per hogshead. The other building is expected to be filled no later than June next by the end of the tobacco selling season. It is anticipated that the buildings will return the sum of $1,400.00 per month when full and that all expenses connected with the financing, insuring and maintaining said buildings will amount to less than $1,200.00 per month.

Second: Wherefore, in the event that the life-estate of Ashby Lee Shepherd were to terminate, the buildings would not only be self supporting but would return the profit of $2,400.00 a year to the life tenant and/or the remaindermen.

Third: The First Federal Savings and Loan Association is requiring that the yearly rental of $1,000.00 be assigned to it for the duration of its mortgage which is anticipated to be no longer than 15 years.

Fourth: In view of the fact that the storage of the tobacco requires no supervision and that the infant respondents

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CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

in this cause stand to profit by the buildings and improvements on the land, it is respectfully requested that the Trustee be permitted to assign the infants' reversionary interest in the rent from the lease heretofore authorized by the Court to be assigned to First Federal Savings and Loan Association for the term of the mortgage which would be 15 years from date.

Respectfully submitted.

Eugene M. Childs, Trustee

Eugene M. Childs, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of April, 1965, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EUGENE M. CHILDS, TRUSTEE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Petition and made oath in due form of law that the matters and facts contained therein are true.

As witness my hand and seal Notarial.

Mildred Ann Ball

Mildred Ann Ball, Notary Public

My commission expires: July 1, 1965.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

72

ASHBY LEE SHEPHERD AS FATHER AND NEXT FRIEND OF CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD AND ASHBY LEE SHEPHERD, III	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CARTER C. SHEPHERD, DOUGLAS W. SHEPHERD, and ASHBY LEE SHEPHERD, III, Minors	*	NO. 16,063 EQUITY

* * * * * * * * *

O R D E R

ORDERED, this 21st day of April, 1965, on the aforegoing Petition, that the Trustee be, and he is hereby, authorized to assign the One Thousand Dollars yearly rental from the lease to First Federal Savings and Loan Association for the duration of the mortgage to be placed upon the property described in these proceedings, it appearing to the satisfaction of the Court that the improvements on the property and the rents returned therefrom will be of sufficient benefit to the infant respondents.

George Sachse

~~Matthew S. Evans, Chief~~ Judge

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LIBER 161 PAGE 137

In the Matter of the Mortgaged :	No. 16,951	Equity
Real Estate of Edward L. Miles :	In the Circuit Court	
and Dolores S. Miles, his wife :	for	
:	Anne Arundel County	
:		

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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LIBER 161 PAGE 138

No. 16,951 Equity

BOOK 1681 PAGE 107

Purchase Money
This Mortgage, Made this 8TH day of **August**, in the year one thousand, nine hundred and sixty **-three**, between **EDWARD L. MILES and DOLORES S. MILES, his wife**, of **Anne Arundel County** in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of **EIGHT THOUSAND THREE HUNDRED-------** Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of **SIXTY DOLLARS----------($60.00)** on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all **that** lot of ground situated and lying in **the Third Election District of Anne Arundel County**, in said State, and described as follows:

BEING all that lot of ground containing 0.23 acre, more or less, and as more particularly described by metes and bounds in a Deed to the within-named Mortgagors by Robert Lee Haney and Beverly O. Haney, his wife, of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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LIBER 161 PAGE 139

BOOK 1681 PAGE 108

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

To Have and to Hold the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

And it is Agreed and Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of one hundred ($100.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Edward L. Miles [SEAL]
Edward L. Miles

Dolores S. Miles [SEAL]
Dolores S. Miles

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1681 PAGE 110

I HEREBY CERTIFY, that on this 8 7th day of August, 1963, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared **Edward L. Miles and Dolores S. Miles, his wife**

the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

900

Norwood A. Wieneke
NORWOOD A. WIENEKE NOTARY PUBLIC

My commission expires May 3rd, 1965

Rec'd for record Aug 9, 1963 at 1:09 P.M.

Mailed to Townshend & Kirk

4

LIBER 161 PAGE 141

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

No. 16,951 Equity

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Edward L. Miles and Dolores S. Miles, his wife, dated August 8th, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 107, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, FEBRUARY 23rd, 1965

at 10:00 o'clock A.M.

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

BEGINNING for the same on the East side of Jumpers Hole Road at the divisional line between the lot hereby conveyed and property of George Stinchcomb and running from the point so fixed, South 72° 10' East, 202 ft. to the land of said George Stinchcomb; thence binding on the land of said George Stinchcomb, South 2° 5' West, 48 ft.; thence running North 76° 56' West, 224.7 ft. to the center line of the Jumpers Hole Road; thence North 25° 5' East, with the center line of Jumpers Hole Road, 64.9 ft.; thence with the first line of this conveyance 16 ft. to the place of beginning. Containing .23 of an acre, more or less. EXCEPTING so much thereof that lies within the bed of Jumpers Hole Road.

BEING the same property conveyed unto Edward L. Miles and Dolores S. Miles, his wife, by Robert Lee Haney and Beverly O. Haney, his wife, by deed dated August 8th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 105.

The above property is improved by a frame dwelling with modern conveniences.

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

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charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: January 28th, February 4th, 11th and 18th, 1965

Please send twenty-five handbills.

FILED

1965 JAN 25 PM 3:36

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LIBER 161 PAGE 143

No. 16,951 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged Real Estate of Edward L. Miles and Dolores S. Miles, his wife

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss:

I hereby certify that, on this 25th day of January, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage

plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge, that defendants

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

Edward L. Miles and Dolores S. Miles, his wife,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 25th day of January, 19 65.

Notarial Seal

Dorothy P. McNew, Notary Public.

My Commission will expire on:

May 3rd, 1965

Filed,

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In the Matter of the Mortgaged	:	No. 16,951 Equity
Real Estate of Edward L. Miles	:	In the Circuit Court
and Dolores S. Miles, his wife	:	for
	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Edward L. Miles and Dolores S. Miles, his wife, to Loyola Federal Savings and Loan Association dated August 8th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 107.		$8,300.00
Less total amount paid on account of principal.	$ 55.78	
Less Credit Expense Account.	67.94	123.72
		$8,176.28
Interest to January 31, 1965		288.54
Amount of mortgage indebtedness		$8,464.82

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of January 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1965 JAN 25 PM 3:36

The Pennsylvania Insurance Company

LIBER 161 PAGE 145

BOOK 13 PAGE 63

No. 16,951 Equity

A STOCK COMPANY

BOND NO. 48 08 00

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of NINE THOUSAND FIVE HUNDRED AND NO/100 ($9,500.00) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 15th day of February, 1965.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Edward L. Miles and Dolores S. Miles, his wife, to the Loyola Federal Savings & Loan Association, bearing date on or about the 8th day of August, 1963, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. 1681, Folio 107, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Donald C. Bloom

THE PENNSYLVANIA INSURANCE COMPANY

BY James F. Cook

James F. Cook
Attorney-in-fact

Bond approved this 16th day of February, 1965

Louis N. Phillips, Clerk

FILED

1965 FEB 16 AM 10:22

Form 24 S831

8-61

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Edward L. Miles and Dolores S. Miles, his wife, dated August 8th, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 107, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, FEBRUARY 23rd, 1965 AT 10:30 O'CLOCK A.M.

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

BEGINNING for the same on the East side of Jumpers Hole Road at the divisional line between the lot hereby conveyed and property of George Stinchcomb and running from the point so fixed, South 72 degrees 10' East, 202 ft. to the land of said George Stinchcomb; thence binding on the land of said George Stinchcomb, South 2 degrees 5' West, 48 ft.; thence running North 76 degrees 56' West, 224.7 ft. to the center line of the Jumpers Hole Road; thence North 25 degrees 5' East, with the center line of Jumpers Hole Road, 64.9 ft.; thence with the first line of this conveyance 16 ft. to the place of beginning. Containing .23 of an acre, more or less. EXCEPTING so much thereof that lies within the bed of Jumpers Hole Road.

BEING the same property conveyed unto Edward L. Miles and Dolores S. Miles, his wife, by Robert Lee Haney and Beverly O. Haney, his wife, by deed dated August 8th, 1963 and recorded among the Land Records of Anne Aundel County in Liber L.N.P. 1681, Folio 105.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

ROBERT H. CAMPBELL
Auctioneer

F-18

No. M

OFFICE

Maryland Gazette

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

LIBER 161 PAGE 146

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 17, 1965

We hereby certify, that the annexed

Attorney's Sale

Edward L. Miles

No. 16,951

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1965. The first insertion being made the 28th day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 FEB 23 PM 3:58

By N. Tilghman

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Edward L. Miles and Dolores S. Miles, his wife, dated August 8, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 107, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, FEBRUARY 23rd, 1965

AT 10:00 O'CLOCK A.M.

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

BEGINNING for the same on the East side of Jumpers Hole Road at the divisional line between the lot hereby conveyed and property of George Stinchcomb and running from the point so fixed, South 72°10' East, 202 ft. to the land of said George Stinchcomb; thence binding on the land of said George Stinchcomb, South 2°5' West, 48 ft.; thence running North 76°56' West, 224.7 ft. to the center line of the Jumpers Hole Road; thence North 25°5' East, with the center line of Jumpers Hole Road, 64.9 ft.; thence with the first line of this conveyance 16 ft. to the place of beginning. Containing .23 of an acre, more or less. EXCEPTING so much thereof that lies within the bed of Jumpers Hole Road.

BEING the same property conveyed unto Edward L. Miles and Dolores S. Miles, his wife, by Robert Lee Haney and Beverly O. Haney, his wife, by deed dated August 8, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 105.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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1965 FEB 26 AM 11:56

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

Annapolis, Maryland
February 23rd, 1965

I hereby certify that I have this 23rd day of February 1965, sold the property described on the reverse hereof unto
LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION
at and for the sum of SEVEN THOUSAND SEVEN HUNDRED DOLLARS ($7,700.00)

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 23rd day of February 1965, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of SEVEN THOUSAND SEVEN HUNDRED DOLLARS ($7,700.00)
and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dorothy B. Ward
~~Wilmer M. Johnson, President~~
Dorothy B. Ward, Asst.Vice Pres.

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1965 FEB 26 AM 11:56

12

LIBER 161 PAGE 149

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Edward L. Miles and	:	for
Dolores S. Miles, His wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 23rd day of February 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Dorothy B. Ward, Asst. Vice President of Loyola Federal Savings and Loan Association, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Dorothy B. Ward (SEAL)
Dorothy B. Ward, Asst. Vice Pres.

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED

1965 FEB 26 AM 11:56

13

In the Matter of the	:	No. 16,951 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Edward L. Miles and	:	for
Dolores S. Miles, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Edward L. Miles and Dolores S. Miles, his wife, dated August 8, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 107, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, February 23rd, 1965, at 10:00 o'clock A.M., and then and there sold the said property unto Loyola Federal Savings and Loan Association at and for the sum of SEVEN THOUSAND SEVEN HUNDRED DOLLARS ($7,700.00), being at that figure the highest bidder therefor, said property described as follows:

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

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1965 FEB 26 AM 11:56

BEGINNING for the same on the East side of Jumpers Hole Road at the divisional line between the lot hereby conveyed and property of George Stinchcomb and running from the point so fixed, South 72° 10' East, 202 ft. to the land of said George Stinchcomb; thence binding on the land of said George Stinchcomb, South 2° 5' West, 48 ft.; thence running North 76° 56' West, 224.7 ft. to the center line of the Jumpers Hole Road; thence North 25° 5' East, with the center line of Jumpers Hole Road, 64.9 ft.; thence with the first line of this conveyance 16 ft. to the place of beginning. Containing .23 of an acre, more or less. EXCEPTING so much thereof that lies within the bed of Jumpers Hole Road.

BEING the same property conveyed unto Edward L. Miles and Dolores S. Miles, his wife, by Robert Lee Haney and Beverly O. Haney, his wife, by deed dated August 8, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1681, Folio 105.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of February 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

LIBER 161 PAGE 152

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EDWARD L. MILES AND DOLORES S. MILES, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,951 Equity

Ordered, this 26th day of February, 19 65, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $ 7,700.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty.

FOR: MARYLAND GAZETTE Mar. 4th Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EDWARD L. MILES AND DOLORES S. MILES, HIS WIFE

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse

JUDGE.

FILED

1965 APR -7 AM 11:25

14

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,951 Equity

Order Nisi

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

EDWARD L. MILES and DOLORES S. MILES, his wife

Ordered, this 26th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $7,700.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

M-25.

FILED

1965 MAR 29 PM 1:15

No. M. G. 5732

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 153

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,951

Edward L. Miles

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
EDWARD L. MILES and DOLORES S. MILES, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16, 951 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.

April 12, 1965

John H. Hopkins, IV, Auditor.

1965 APR 12 PM 3:06
FILED

FINAL ORDER

ORDERED BY THE COURT, this 28 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.

George Sachse
Judge.

Clerk
Per: ....., deputy

FILED
1965 APR 28 PM 2:57

18

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EDWARD L. MILES and DOLORES S. MILES, his wife,

In Acct. with WILLIAM W. TOWNSHEND, JR., Attorney named in Mortgage

					Cr.	
1965, February 23						
Proceeds of Sale	7,700	00	7,700	00		
					7,700	00
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	261	00	361	00		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court Costs	28	00				
Auditor - stating this account	35	00	73	00		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	92	76				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	50				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Insurance Co. - bond premium	38	00				
One-half cost documentary stamps	13	20				
1965 Taxes adj. 1/1/65 to 2/23/65 (51.15)	14	95				
Dorothy P. McNew - notary fees	1	50	237	91		
To Loyola Federal Savings & Loan Assn. this balance on account of claim filed	7,028	09	7,028	09		
					7,700	00
Amount of Mortgage claim filed	8,464	82				
Interest on principal balance of $8,176.28 from 1/31/65 to 4/28/65 - 87 days @ 6%	116	75				
	8,581	57				
Credit - amount allowed above	7,028	09				
Balance subject to Decree in Personam	1,553	48				

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.		OF
BERNARD B. HUTSLER AND JEANNE M. HUTSLER, HIS WIFE	:	ANNE ARUNDEL COUNTY
		(In Equity)
	:	No. 16,966 Equity

Mr. Clerk:

Please enter the above entitled case and file among the papers the following instrument marked "plaintiff's Exhibit 'A' " -

1. Original Mortgage from Bernard B. Hutsler and Jeanne M. Hutsler, his wife to Baltimore Federal Savings and Loan Association dated October 2, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1067 folio 41.

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

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

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1965 FEB -1 AM 10:31

City and County Form.

LIBER 161 PAGE 157

LIBER 1067 PAGE 41

No. 16,966 Equity

This Mortgage,

Made this 2nd day of October, in the year one thousand, nine hundred and fifty-six, between BERNARD B. HUTSLER and JEANNE M. HUTSLER, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-NINE HUNDRED AND NINETY-FIVE ($8995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of SIXTY-FOUR and 45/100 ($64.45) Dollars, commencing on the first day of December, 19 56, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 4 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 Folio 12.

BEING the same lot of ground which by an 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 Wilco Holding Company unto said Mortgagors herein.

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2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of $90.00 payable half-yearly on the 2nd. days of April and October, in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $75.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

WITNESS:

Albert G. Fitzgerald
ALBERT G. FITZGERALD

Bernard B. Hutsler (SEAL)
BERNARD B. HUTSLER

~~(SEAL)~~

Jeanne M. Hutsler (SEAL)
JEANNE M. HUTSLER

(SEAL)

LIBER 1067 PAGE 44

LIBER 161 PAGE 160

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, personally appeared BERNARD B. HUTSLER and JEANNE M. HUTSLER, his wife,

acknowledged the aforegoing mortgage to be their act. At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Albert G. Fitzgerald
ALBERT G. FITZGERALD, Notary Public

Rec'd for Record Oct 3 1956, at 1:05 P.M.
Mailed to Callaham + Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

BERNARD B. HUTSLER AND
JEANNE M. HUTSLER, HIS WIFE

PLAINTIFF's EXHIBIT "A"

42156

LIBER 161 PAGE 161

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
BERNARD B. HUTSLER AND JEANNE M. HUTSLER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,966 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of January 1965 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

(2) Said Defendant(s) are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant(s) have not been ordered to report for induction under the Selective Training and Service Act;

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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1965 FEB -1 AM 10:31

6.

WALTER S. CALWELL,

Attorney Named In Mortgage

VS.

BERNARD B. HUTSLER AND

JEANNE M. HUTSLER, HIS WIFE

IN THE

LIBER 161 PAGE 162

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY IN EQUITY

No. 16,966 Equity.

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Bernard B. Hutsler and Jeanne M. Hutsler, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of October 19 56, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1067 Folio 41 .

Amount of Mortgage	$8,995.00
Less - amount paid on principal	1,635.69
	7,359.31
Plus - interest to 1/25/65	162.88
	7,522.19
Less - balance in expense account	95.05
	$7,427.14

7359.31
95.05
7264.26

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 27th day of January in the year nineteen hundred and sixty five 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.

Clara M. Link

Clara M. Link Notary Public

FILED

1969 FEB -1 AM 10:31

7

No 16966

Mortgagee and Attorney's Bond.

1-369

LIBER 161 PAGE 163

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-0234-65

BOOK 13 PAGE 70

No. 16,966 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED AND NO/100 - - - ($7500.00) - - - - - - - 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 19th 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 Bernard B. Hutsler and Jeanne M. Hutsler, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 2nd day of October nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1067, Folio 41, ~~and~~

Lot 4-B - Bodkins Plains - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link

~~Attest~~
Witness as to Surety:
J. McDuffie
J. McDuffie

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
R. H. Nichols, Attorney-in-fact

Bond approved this 23rd day of February, 1965
Louis N. Phipps, Clerk

FILED
1965 FEB 23 AM 11:16

CALLAHAN, CALWF
And LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Bernard B. Hutsler and Jeanne M. Hutsler, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 41 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th, 1965 AT 3:50 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 4 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 Folio 12, the improvements whereon are now known as No. 491 Lockwood Road.

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

No. M
9

Subject to an annual ground rent of $90.00 and to any restrictive covenants. and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat, carport.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

F-18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 164

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 17, 1965

We hereby certify, that the annexed

Attorney's Sale

Bernard B. Hutsler

No. 16,966

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 24th day of February, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 FEB 23 PM 3:58

By H. Tilghman

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BERNARD B. HUTSLER AND JEANNE M. HUTSLER, HIS WIFE	:	In Equity - No. 16,966

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared EUGENE K. REILLY Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

FILED
1965 FEB 26 AM 9:35

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
BERNARD B. HUTSLER AND JEANNE M. HUTSLER, HIS WIFE	:	(In Equity) - No. 16,966

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 41 from said Bernard B. Hutsler and Jeanne M. Hutsler, 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 24th day of February, 1965 at 3.50 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 4, Block B, as shown on a Plat entitled "Second Revised Plat Bodkins Plains", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 FEB 26 AM 9:35

CALLAHAN, CALWELL
And LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Bernard B. Hutsler and Jeanne M. Hutsler, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1067 folio 41 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th, 1965 AT 3:50 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 4 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 Folio 12, the improvements thereon are now known as No. 491 Lockwood Road.

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

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame dwelling, containing 5 rooms (3 bedrooms), 1 bath, forced air oil fired heat, carport.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

F-13

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

The property was sold to Baltimore Federal Savings and Loan Association at and for the sum of Six Thousand ($6,000.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th 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 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
Clara M. Link, Notary Public

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ORDER NISI

LIBER 161 PAGE 168

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

BERNARD B. HUTSLER AND
JEANNE M. HUTSLER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,966 Equity

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

Louis G. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney For: Md. Gazette (March 4th Edition)

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

BERNARD B. HUTSLER AND
JEANNE M. HUTSLER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse
JUDGE.

FILED

1965 APR -7 AM 11:25

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,966 EQUITY

Walter S. Calwell, Attorney Named in Mortgage
versus
BERNARD B. HUTSLER And JEANNE M. HUTSLER, His Wife

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

M-25

FILED
1965 MAR 29 PM 1:16

No. M. G. 5719

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 169

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,966
Bernard B. Hutsler

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By T. H. Tilghman

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

BERNARD B. HUTSLER AND JEANNE M. HUTSLER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,966 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 APR 19 PM 12:31 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of May, 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: Alice E. Jankowski, deputy

FILED
1965 MAY -5 AM 9:48

15

14

Dr. Mortgaged Real Estate of Bernard B. Hutsler and Jeanne M. Hutsler, 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			6,000	00		
By	Interest 6% on deferred payment, $5,500.00 from 2/24/65 to 4/8/65			44	00		
						6,044	00
To	Attorney for fee, viz	75	00				
To	Attorney for commission, viz	210	00				
				285	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	78	00				
	New Amsterdam Casualty Co. - bond	30	00				
	E. T. Newell & Co., Inc., auctioneer's fee	25	00				
	Notary fees	1	25				
	Adjustment, ground rent from 10/2/64 to 2/24/65	35	00				
	Adjustment, taxes from 1/1/65 to 2/24/65	27	00				
				196	25		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee on account of mortgage claim	5,489	75				
				5,489	75		
						6,044	00
	Balance due on mortgage as per mortgage claim filed	7,427	14				
	Interest, 6% on principal balance $7,264.26 from 1/26/65 to 5/3/65	118	64				
		7,545	78				
	Credit amount allowed above	5,489	75				
	This amount subject to decree in personam	2,056	03				

LIBER 161 PAGE 172

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANK W. ALT AND PATRICIA A. ALT, HIS WIFE	:	(In Equity)

No. 14,319 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit "A" -

1. Original Mortgage from said Frank W. Alt and Patricia A. Alt, his wife to Baltimore Federal Savings and Loan Association, dated June 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1403 folio 82.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

FILED

1961 APR -8 AM 10:24

LIBER 161 PAGE 173

No. 14,319 Equity

City and County Form.

BOOK 1403 PAGE 82

This Mortgage, Made this 24th day of June, in the year one thousand, nine hundred and sixty, between FRANK W. ALT and PATRICIA A. ALT, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TEN THOUSAND FIVE HUNDRED AND 00/100ths ($10,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-fourth (5¼%) per cent per annum in the manner following:

By the payment of SIXTY-TWO AND 93/100ths ($62.93) Dollars, commencing on the first day of August, 19 60, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 4, Block A, as shown on the Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 as prepared by James D. Hicks, Registered Land Surveyor, and recorded among the LandRecords of Anne Arundel County in Plat Book 25, folio 12.

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 Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

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1961 APR -8 AM 10:24

PLAINTIFF'S EXHIBIT "A"

3

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable in equal semi-annual installments on the 1st days of May and November in each and every year.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in acordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of.....$125.00.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

WITNESS:

ROBERT F. VAVRINA

Frank W. Alt (SEAL)
Frank W. Alt

..... (SEAL)

Patricia Alt (SEAL)
Patricia A. Alt

..... (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 24th day of June, 19.60., before me, a Notary Public of said State, personally appeared

FRANK W. ALT and PATRICIA A. ALT, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within Mortgage, and who, acknowledged that he executed the same for the purposes therein contained.

At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

ROBERT F. VAVRINA Notary Public

My commission expires 5/1/61

Rec'd for record June 29, 1960 at 12:05 P.M.
Mailed to Callahan + Calwell

LIBER 161 PAGE 176

MILITARY AFFIDAVIT No. 14,319 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of April 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter S. Calwell

and made oath in due form of Law that the Defendants Frank W. Alt and Patricia A. Alt, his wife

against whom foreclosure proceedings were instituted are not in the Military Service of the United States or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein,

and that the Affiant's source of information was the family of the Defendant

Walter S. Calwell

Walter S. Calwell

Clara M. Link

Clara M. Link - Notary Public

FILED

1961 APR -8 AM 10:24

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANK W. ALT and

PATRICIA A. ALT, HIS WIFE

IN THE LIBER 161 PAGE 177

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

No. 14,319 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from **Frank W. Alt and Patricia A. Alt, his wife**

to **Baltimore Federal Savings and Loan Association**

dated the **24th** day of **June,** 1960, and recorded among the Land Records of **Anne Arundel** County in Liber G.T.C. No. **1403** Folio 82 .

Amount of Mortgage	**$10,500.00**
Less - amount paid on principal	**167.87**
	10,332.13
Plus - interest to 4/27/61	**221.57**
	10,553.70
Less - balance in expense account	**17.96**
	10,535.74

10 332.13
17.96
10 314.17

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this **7th** day of **April** in the year nineteen hundred and **sixty-one** before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared **Eugne 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.

FILED

1961 APR -8 AM 10:24

Clara M. Link

Clara M. Link Notary Public

6

WALTER S. CALWELL,

Attorney Named In Mortgage

VS.

FRANK W. ALT AND

PATRICIA A. ALT, HIS WIFE

IN THE

LIBER 161 PAGE 178

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY IN EQUITY

AMENDED

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Frank W. Alt and Patricia A. Alt, his wife

to Baltimore Federal Savings and Loan Association

dated the 24th day of June 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1403 Folio 82 .

Amount of Mortgage	$10,500.00
Less - amount paid on principal	1,044.34
	9,455.66
Plus - interest to 1/18/65	190.28
	9,645.94
Less - balance in expense account	112.05
	$ 9,533.89

9455.66
190.28
9343.61

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 25th day of January in the year nineteen hundred and sixty five 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.

FILED

1965 FEB 23 AM 11:15

Clara M. Link

Clara M. Link Notary Public

7

Mortgagee and Attorney's Bond. 1-369

14,319

LIBER 161 PAGE 179

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 19-0370-0232-65

No. 14,319 Equity

BOOK 13 PAGE 69

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 NINETY-SIX HUNDRED AND NO/100 - - - - ($9600.00) - - - - - - - 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 18th 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 Frank W. Alt and Patricia A. Alt, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 24th day of June nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1403, Folio 82, ~~and~~

Lot 4-A, Bodkins Plains - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara W. Link

~~Attest~~:
Witness as to Surety:
J. McDuffie

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 23rd day of February, 1965

Louis N. Phipps, Clerk

FILED
1965 FEB 23 AM 11: 15

CALLAHAN, CALWELL
And LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Frank W. Alt and Patricia A. Alt, his wife to Baltimore Federal Savings and Loan Association, dated June 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber, G.T.C. No. 1403 folio 82 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th, 1965 AT 3:30 P.M.,

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 4, Block A, as shown on the Plat entitled "Second Revised Plat, Bodkins Plains" dated, February, 1953 as prepared by James D. Hicks, Registered Land Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12, the improvements whereon are now known as No. 498 Lockwood Drive.

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

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame dwelling, containing 5 rooms, 1 bath, forced hot air oil fired heat.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

F-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 180

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 17, 1965

We hereby certify, that the annexed

Attorney's Sale

Frank W. Alt.

No. 14,319

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 24th day of February, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1965 FEB 23 PM 3:58

By H. Tilghman

LIBER 161 PAGE 181

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANK W. ALT AND PATRICIA A. ALT, HIS WIFE	:	In Equity - No. 14,319

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared EUGENE K. REILLY Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

FILED
1965 FEB 26 AM 9:35

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
FRANK W. ALT AND PATRICIA A. ALT, HIS WIFE	:	(In Equity) - No. 14,319

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 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1403 folio 82 from said Frank W. Alt and Patricia A. Alt, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County [illegible] preceding the day of [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 24th day of February, 1965 at 3.30 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 4, Block A, as shown on the Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953, prepared by James D. Hicks, Registered Land Surveyor, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 FEB 26 AM 9:35

CALLAHAN, CALWELL
And LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Frank W. Alt and Patricia A. Alt, his wife to Baltimore Federal Savings and Loan Association, dated June 24th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1403 folio 82 (default having occurred thereunder) the undersigned. Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th, 1965 AT 3:30 P.M.,

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, near Mountain Road, Pasadena Section, and described as follows:

BEING known and designated as Lot No. 4, Block A, as shown on the Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 as prepared by James D. Hicks, Registered Land Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12, the improvements whereon are now known as No. 498 Lockwood Drive.

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

Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame dwelling, containing 5 rooms, 1 bath, forced hot air oil fired heat.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

F-18

LIBER 161 PAGE 183

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eighty-five Hundred ($8500.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser was then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th 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 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
Clara M. Link, Notary Public

12

ORDER NISI

LIBER 161 PAGE 184

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

FRANK W. ALT AND
PATRICIA A. ALT, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 14,319 Equity

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

For; Md. Gazette (March 4th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

FRANK W. ALT AND
PATRICIA A. ALT, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse
JUDGE.

FILED
1965 APR -7 AM 11:26

13

LIBER 161 PAGE 185

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 14,319 EQUITY

Walter S. Calwell, Attorney Named in Mortgage

versus

FRANK W. ALT And PATRICIA A. ALT, His Wife

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-25

FILED
1965 MAR 29 PM 1:16

14 No. M. G. 5722

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 26, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 14,319 Frank W. Alt

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 161 PAGE 186

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

vs.

FRANK W. ALT AND PATRICIA A. ALT, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 14,319 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 19 PM 12:30

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of May, 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 MAY -5 AM 9:48

15

14

Dr. Mortgaged Real Estate of Frank W. Alt and

Patricia A. Alt, his wife

LIBER 161 PAGE 187

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

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			8,500	00		
By	Interest 6% on deferred payment,						
	$8,000.00 from 2/24/65 to 4/8/65			62	33		
						8,562	33
To	Attorney for fee, viz	125	00				
To	Attorney for commission, viz	285	00				
				410	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	50				
	Auditor, this account	35	00				
				74	50		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	79	32				
	New Amsterdam Casualty Co. - bond	38	00				
	E. T. Newell & Co., Inc. auctioneer's fee	25	00				
	Notary fees	1	25				
	Adjustment ground rent from 11/1/64 to						
	2/24/65	28	50				
	Adjustment, taxes from 1/1/65 to 2/24/65	27	00				
				199	07		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee, on account of mortgage claim	7,878	76				
				7,878	76		
						8,562	33
	Balance due on mortgage as per amended						
	mortgage claim filed	9,533	89				
	Interest 5¼% on principal balance						
	$9,343.61 from 1/19/65 to 5/3/65	144	59				
		9,678	48				
	Credit amount allowed above	7,878	76				
	This amount subject to decree in personam	1,799	72				

LIBER 161 PAGE 188

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM J. SMITH AND ELLA SMITH, HIS WIFE	:	(In Equity)

No. 16,955 Equity

Mr. Clerk:

Please enter the above entitled case and file among the papers the following instrument marked "plaintiff's Exhibit 'A' " -

1. Original Mortgage from William J. Smith and Ella Smith, his wife to Baltimore Federal Savings and Loan Association dated October 30, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1345 folio 197.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9 - 6841

FILED
1965 JAN 27 AM 9:11

City and County Form.

LIBER 161 PAGE 189

BOOK 1345 PAGE 197

No. 16,955 Equity

This Mortgage, Made this 30th day of October, in the year one thousand, nine hundred and fifty-nine, between WILLIAM J. SMITH and ELLA SMITH, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of TEN THOUSAND FIVE HUNDRED AND 00/100ths ($10,500.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five and one-quarter (5¼%) per cent per annum in the manner following:

By the payment of SIXTY-TWO AND 93/100ths ($62.93) Dollars, commencing on the first day of December, 1959, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot 12, Block A as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12.

BEING the same lot of ground which by an assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Baltimore Federal Savings and Loan Association unto the within named Mortgagor.

FILED

1965 JAN 27 AM 9:11

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot (30) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars, payable half-yearly on the 1st days of May and November.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies ~~through such Agents or Brokers~~ satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of ....$150.00..... Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

~~WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President~~

WITNESS:

Robert F. Vavrina

ROBERT F. VAVRINA

William Joseph Smith (SEAL)
William J. Smith

..... (SEAL)

Ella Smith (SEAL)
Ella Smith

..... (SEAL)

4

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 30th day of October, 19 59, before me, a Notary Public of said State, personally appeared WILLIAM J. SMITH and ELLA SMITH, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained. ~~AND AT THE AUTHORIZED VICE PRESIDENT OF SAID CORPORATION, BY SIGNING THE NAME OF THE CORPORATION BY HIMSELF AS VICE PRESIDENT~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

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

ROBERT F. VAVRINA Notary Public

Rec'd for record Oct. 31, 1959 at 10:45 A.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL
Attorney Named in Mortgage

VS.

WILLIAM JOSEPH SMITH AND
ELLA SMITH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named In Mortgage

VS.

WILLIAM JOSEPH SMITH AND ELLA SMITH,

HIS WIFE

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY IN EQUITY

LIBER 161 PAGE 193

No. 16,955 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Assn.

under the mortgage from William J. Smith and Ella Smith, his wife

to Baltimore Federal Savings and Loan Association

dated the 30th day of October 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1345 Folio 197 .

Amount of Mortgage	$10,500.00
Less - amount paid on principal	866.53
	9,633.47
Plus - interest to 1/18/65	193.80
	9,827.27
Less - balance in expense account	81.17
	$ 9,746.10

9633.47
81.17
9652.30

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 25th day of January in the year nineteen hundred and sixty five 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.

FILED

1965 JAN 27 AM 9:11

Clara M. Link

Clara M. Link Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

6

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT FOR
VS.	:	Anne Arundel County
WILLIAM Joseph /. SMITH AND ELLA SMITH, his wife	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,755 Equity

STATE OF MARYLAND, BALTIMORE CITY, 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 aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

(2) Said Defendant(s) are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant(s) have not been ordered to report for induction under the Selective Training and Service Act;

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1965 JAN 27 AM 9:11

7

CALLAHAN, CALWELL
And LAUDI[illegible]N
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William J. Smith and Ella Smith, his wife to Baltimore Federal Savings and Loan Association, dated October 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1345 folio 197 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th, 1965 AT 3:40 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road Pasadena Section, and described as follows:

BEING known and designated as Lot 12, Block A as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12, the improvements whereon are now known as No. 506 Lockwood Road.

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

Subject to the payment of an annual ground rent of $90.00 any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame dwelling, containing 5 rooms, 1 bath, forced air heat, car port.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

F-18

No. M

8

OFFIC[illegible] OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 195

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed Attorney's Sale William J. Smith No. 16,955

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 24th day of February, 1965. The first insertion being made the 4th day of February, 1965.

FILED
1965 FEB 23 PM 3:58

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

no. 16955

Mortgagee and Attorney's Bond. 1-369

LIBER 161 PAGE 196

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-0233-65 No. 16,955 Equity

Know All Men by These Presents:

BOOK 13 PAGE 73

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 NINETY-EIGHT HUNDRED AND NO/100 - - - ($9800.00) - - - - - 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 18th 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 William J. Smith and Ella Smith, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 30th day of October nineteen hundred and fifty-nine and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1345, Folio 197 ~~and~~

Lot 12-A - Bodkins Plains - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

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

Walter S. Calwell (Seal)
Walter S. Calwell (Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
R. H. Nichols, Attorney-in-fact

Bond approved this 24th day of February, 1965

Louis N. Phipps, Clerk

FILED
1965 FEB 24 AM 10:52

9

LIBER 161 PAGE 197

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM J. SMITH AND ELLA SMITH, HIS WIFE	:	In Equity - No16,955

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said city, personally appeared 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

FILED
1965 FEB 26 AM 9:35

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM J. SMITH AND ELLA SMITH, HIS WIFE	:	(In Equity) - No. 16,955
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 30th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1345 folio 197 from said William J. Smith and Ella Smith, 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 times 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 24th day of February, 1965 at 3.40 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 12, Block A, as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains", dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25 folio 12; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 FEB 26 AM 9:35

LIBER 161 PAGE 198 — A

CALLAHAN, CALWELL
And LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William J. Smith and Ella Smith, his wife to Baltimore Federal Savings and Loan Association, dated October 30th. 1959 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1345 folio 197 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th, 1965 AT 3:40 P.M.

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, near Mountain Road Pasadena Section, and described as follows:

BEING known and designated as Lot 12, Block A as designated and shown on a Plat entitled "Second Revised Plat, Bodkins Plains" dated February, 1953 and recorded among the Land Records of Anne Arundel County in Plat Book 25, folio 12, the improvements whereon are now known as No. 506 Lockwood Road.

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

Subject to the payment of an annual ground rent of $90.00 any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame dwelling, containing 5 rooms, 1 bath, forced air heat, car port.

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

WALTER S. CALWELL
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneer

F-18

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Nine Thousand ($9,000.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th 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 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
Clara M. Link, Notary Public

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ORDER NISI

LIBER 161 PAGE 199

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

WILLIAM J. SMITH AND
ELLA SMITH, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,955 Equity

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
For: Md. Gazette (March 4th Edition)
(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

WILLIAM J. SMITH AND
ELLA SMITH, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse
JUDGE.

FILED
1965 APR -7 AM 11:26

13

LIBER 161 PAGE 200

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,955 EQUITY

Walter S. Calwell, Attorney Named in Mortgage
versus
WILLIAM J. SMITH And ELLA SMITH, His Wife

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-25

FILED
1965 MAR 29 PM 1:16

No. M. G. 57-31

14

OFFICE OF

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,955
William J. Smith

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 161 PAGE 201

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

vs.

WILLIAM JOSEPH SMITH AND ELLA SMITH, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,955 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 19 PM 12:30

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of May, 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 MAY -5 AM 9:48

15

16

Dr. Mortgaged Real Estate of William Joseph Smith and Ella Smith, his wife

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

						Cr.	
By	Amount of Sale as per Attorney's Report						
	of Sale filed			9,000	00		
By	Interest 6% on deferred payment						
	$8,500.00 from 2/24/65 to 4/8/65			66	00		
						9,066	00
To	Attorney for fee, viz	150	00				
To	Attorney for commission, viz	300	00				
				450	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	78	00				
	New Amsterdam Casualty Co. - bond	39	00				
	E. T. Newell & Co., Inc. auctioneer's fee	25	00				
	Notary fees	1	25				
	Adjustment, ground rent from 11/1/64 to						
	2/24/65	28	50				
	Adjustment, taxes, from 1/1/65 to						
	2/24/65	27	00				
				198	75		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	8,344	25				
				8,344	25		
						9,066	00
	Balance due on mortgage as per mortgage						
	claim filed	9,746	10				
	Interest 5¼% on principal balance						
	$9,552.30 from 1.19.65 to 5/3/65	143	47				
		9,889	57				
	Credit amount allowed above	8,344	25				
	This amount subject to decree in personam	1,545	32				

TENY LACH 1033 Rockhill Avenue Baltimore 29, Maryland	+	IN THE CIRCUIT COURT FOR
Complainant	+	ANNE ARUNDEL COUNTY
V:	+	NO. 16,644 EQUITY
GEORGE LACH, an infant 1033 Rockhill Avenue Baltimore 29, Maryland	+	
Defendant	+	

++++++++++++++++++++++++++++

PETITION FOR SALE OF REAL ESTATE OF A MINOR
AND APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of TENY LACH, by her attorneys, Smith and Wohlgemuth, respectfully represents unto your Honors:

FIRST: That in 1958, MIKE LACH, Deceased, Father of GEORGE LACH, infant Defendant herein, together with TENY LACH, wife of the said decedent, MIKE LACH, and GEORGE LACH, infant Defendant herein, purchased property in Hillsmere Estates, Second Election District, Anne Arundel County, Maryland, from Hillsmere Estates, Inc., for the sum of ONE THOUSAND, NINE HUNDRED DOLLARS ($1,900.00), and held the property thereafter as joint tenants in accordance with a Deed dated October 23, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1246, folio 590, copy of which said Deed is attached hereto and prayed to be taken as a part hereof.

SECOND: That the said GEORGE LACH was, at the time of the said conveyance, and remains to this day, an infant of sixteen (16) years of age.

THIRD: That on June 5, 1964, your Petitioner, TENY LACH, widow of the said MIKE LACH, deceased, and mother of the infant Defendant, GEORGE LACH, contracted with Donald E. Broyles, Towson, Maryland, through a real estate broker, to sell the aforesaid parcel of ground at and for the price of THREE THOUSAND, FIVE HUNDRED DOLLARS ($3,500.00).

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1964 OCT -5 PM 2:52

FOURTH: That it is believed to be desirous and economically beneficial to the infant Defendant to proceed with the sale of the said real estate, which at present provides with him no income, and represents an expense only, in that taxes must be paid annually upon the said property.

WHEREFORE, may it please this Honorable Court to pass an Order in accordance with Article 16, Sections 51 and 52, of the Annotated Code of Maryland, allowing testimony of two (2) witnesses to be taken before an Examiner of this Honorable Court to testify as to the value and quantity of the aforesaid property, and as to the other facts and circumstances involved herein, showing that it would be for the benefit and advantage of the said infant Defendant, GEORGE LACH, that a Decree be passed for the appointment of a Trustee, and the conveyance of the property aforesaid for valuable consideration; and further, that a Guardian Ad Litem be appointed by this Honorable Court to appear on behalf of the said infant Defendant, GEORGE LACH.

AND AS IN DUTY BOUND, etc.

SMITH AND WOHLGEMUTH

BY: Thomas J. Wohlgemuth

Thomas J. Wohlgemuth
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

Attorneys for Petitioner

Teny Lach
TENY LACH, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3 day of October, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared TENY LACH, Petitioner herein, and she made oath in due form of law that the matters and facts herein stated are true and correct to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal:

, NOTARY PUBLIC

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

LIBER 161 PAGE 205

+ + ORDER OF COURT + +

UPON consideration of the aforegoing Petition and Affidavit, it is, this 6th day of October, 1964, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ORDERED: That the depositions of two (2) witnesses be taken before an Examiner of this Court to testify as to the value and quantity of the property described in the aforesaid Petition; and as to the facts and circumstances showing that it would be for the benefit and advantage of the said infant Defendant, GEORGE LACH, now holding an interest in said property, that a Decree for sale thereof should be passed;

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED: That ERNEST FLORESTANO be, and he is hereby, appointed Guardian Ad Litem of the said infant Defendant for the purpose of filing an Answer or other pleading, within 15 days after notice of this appointment, and the Clerk of this Court is directed to notify the said Guardian Ad Litem of his appointment.

O Bowie Duckett

JUDGE

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED

1964 OCT -6 PM 1:46

3

FEE-SIMPLE DEED—CODE—City or County

16 644

LIBER 161 PAGE 206

LIBER 1246 PAGE 590

No. 16,644

This Deed, Made this 23rd day of October

in the year one thousand nine hundred and fifty-eight , by and between HILLSMERE ESTATES, INC., A body corporate of the State of Maryland, "GRANTOR".

of Anne Arundel County - - - - - - in the State of Maryland, of the first part, and MIKE LACH and TENY LACH, and GEORGE LACH, "GRANTEES" - - - - - - - - - - - - - -

of the second part.

Witnesseth, that in consideration of the sum of Ten Dollars and other good and valuable considerations -

the said HILLSMERE ESTATES, INC., a body corporate - - - - - - - - - - - - - - - - -

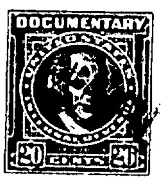
do es grant and convey xxxxxxxxx subject to the restrictions hereinafter mentioned, unto the said MIKE LACH and TENY LACH and GEORGE LACH, as Joint Tenants, and not as tenants in common, the survivor of them, the survivor's - - - - - - - -

heirs and assigns, in fee simple, all - - - that lot - - of the ground, situate, lying and being in Hillsmere, Second Election District of Anne Arundel County - - - - - - - - - - State of Maryland - - - - - - - - - - - , aforesaid, and described as follows, that is to say:—

xxxxxxxxxxx

BEING KNOWN and designated as Lot No. 6, Block "C", as shown on Plat 1 of Section 3 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne ArundelCounty in Plat Cabinet 4, Rod G-9, Plat 6; now Plat Book 25, folio 7.

BEING ALSO a part of that same property which the said GRANTOR acquired from Frances M. Smith, Widow, et al, by Deed dated January 21, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 664, folio 149.



FILED

1964 OCT -9 PM 2:30

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

To Have and To Hold the said lot of ground - - - - - - and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said MIKE LACH, and TENY LACH and GEORGE LACH, as Joint Tenants, and not as tenants

in common, the survivor of them, the survivor's - heirs and assigns, in fee simple, subject to the Deed of Covenants, Restrictions and Conditions dated May 28, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 686, folio 592; and as amended by Deed dated January 13, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 900, folio 334.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted and that it will execute such further assurances of the same as may be requisite.

WITNESS the corporate seal of the said body corporate and the signature of C. Carroll Lee, President, attested by Violet B. Tayman, its Secretary.

TEST:

Violet B. Tayman
Violet B. Tayman, Secretary

HILLSMERE ESTATES, INC.
a body corporate

C. Carroll Lee (SEAL)
C. Carroll Lee, President

.................................(SEAL)

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

I HEREBY CERTIFY, That on this *23rd* day of *October* 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 the county aforesaid, personally appeared C. Carroll Lee, President of Hillsmere Estates, Inc., a body corporate -

the above named grantor, and he acknowledged the foregoing Deed to be his act, for and in behalf of the said body corporate and that he is duly authorized to act and execute the same.

As Witness my hand and Notarial Seal.

Violet B. Tayman
Violet B. Tayman
Notary Public

Rec'd for record *Oct. 27, 1958* at *3:22 P.M.*
Mailed to *John Dernyan, Jr.*

4.70

5

D.E. 10-22-64 PEW

LIBER 161 PAGE 208

TENY LACH	+	IN THE CIRCUIT COURT FOR
V:	+	ANNE ARUNDEL COUNTY
GEORGE LACH	+	NO. 16644 EQUITY

++++++++++++++++++++++++

ANSWER OF GUARDIAN AD LITEM
TO PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

ERNEST FLORESTANI, the guardian ad litem for GEORGE LACH, Infant Defendant, appointed heretofore by Order of this Court in the above proceedings dated the 6th day of October, 1964, answers the Petition filed herein against the said Infant Defendant as follows:

That being a minor, the said Infant Defendant can neither admit nor deny the allegations contained in the said Petition, and relies and depends upon the exercise of justice and the discretion of this Honorable Court.

AND AS IN DUTY BOUND, etc.

Ernest Florestani
ERNEST FLORESTANI
Guardian Ad Litem

SMITH AND WOHLGEMUTH

BY: Thomas J. Wohlgemuth
Thomas J. Wohlgemuth
Attorneys for Plaintiff

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

FILED
1964 OCT 22 PM 1:42

6

TENY LACH,	:	IN
Complainant	:	THE CIRCUIT COURT
vs.	:	FOR
GEORGE LACH, an infant	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 16,644 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF COMPLAINANT

October 8, 1964

Present:

Mr. Thomas J. Wohlgemuth, Solicitor for Complainant

Mr. Emanuel Klawans, Court Examiner & Master

Mrs. Shirley Miller, Court Stenographer

Witnesses:

Edward N. C. Bradley, pages 2 - 4

William N. Baldwin, pages 5 - 7

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1964 NOV 12 PM 3:18

Edward N. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Wohlgemuth)

1 State your name please.

A Edward N. C. Bradley.

2 What is your present occupation?

A Treasurer of Anne Arundel County.

3 Are you familiar with the real estate property values in Anne Arundel County?

A I am.

4 In the vicinity of Hillsmere Shores?

A Yes. I have handled a lot of that.

5 Did you make a personal observation of Lot 6, Block C, Section 3, Plat 1?

A I did.

6 Which is approximately seventy five feet by two hundred and two feet more or less?

A That's right.

7 On Tayman Drive in Hillsmere Shores?

A That's right.

8 You did see that?

A Yes.

9 When did you see that, Mr. Bradley?

A I saw it today.

10 Were you able to form an opinion as to the fair market value

8

of the property?

A I was.

11 And what do you feel is the fair market value of the property?

A Well I figured thirty four hundred dollars ($3400.00).

12 Could you just briefly describe the property?

A Well the lot brought more than we put on it. The general resale price of lots has dropped in Hillsmere. For that reason we arrived at that figure. It has a foundation with a frame of a house on it, which looks like it must be five or six years of age. It has been sitting out in the weather with no paint on it and a lot of the lumber has fallen down into the basement. So we figure that thirty four or thirty five hundred dollars is plenty for it.

13 Is the house under roof?

A Yes, it's partly. There are still some openings in it. It has two openings for the dormer windows.

14 So it has been subjected to the weather?

A Yes.

15 If the Court should sign an order authorizing the sale of the property do you feel it would be for the best interest of the minor?

A I really do. It would be to the best interest of anybody because it is just sitting there going to pieces.

16 Is it earning any income?

A No.

17 And if this sale should be allowed do you think the funds could be used for the minors benefit?

9

A I really do.

18 And will you state again your reasons for that?

A Well, the lumber and the foundation exposed to the weather, having never been filled in properly around the foundation, the erosion and the water and the weather on the lumber is constantly deteriorating it.

(Mr. Klawans)

1 You feel that the fair present market value is thirty four hundred dollars?

A I think that's a fair value on it.

2 Will you indicate briefly for the record your qualifications as an appraiser?

A Well I have been appraising property for about fourteen years. Some for building and loans, some for banks, lots for the Orphan's Court.

3 And you have testified often in court proceedings such as this?

A Many cases in the last ten years.

10

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Earl E Bradley

William N. Baldwin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Wohlgemuth)

1 State your name please.

A William N. Baldwin.

2 And your address?

A 180 Prince George Street.

3 What's your present occupation?

A I am retired.

4 Are you familiar with real estate property values in Anne Arundel County?

A I think so, as a result of making quite a few appraisals in Anne Arundel County.

5 Have you engaged in the appraisal of real estate before today?

A Many times.

6 Under what circumstances were they?

A Most in settling estates.

7 And how - for a period of how many years would you say you have done this?

A I would say twelve years.

8 Now did you appraise this lot, Lot 6, Block C, Plat 1, Section 3 on the Plat of Hillsmere Estates? Did you visit the property?

A Yes, today.

9 Were you able to form an opinion as to the value of the property?

A I think so.

10 State what that is?

A Of course, Mr. Bradley and I went there today and saw the condition of the house. The construction of which was started possibly four or five years ago, I couldn't say definitely when, but it was a few years in the past. The lot was a very nice lot and after thinking about possibly the value of the lot in Hillsmere, I thought it was worth about fourteen hundred dollars and of course, naturally Mr. Bradley and I visited it at the same time and we discussed it and I think fourteen hundred as far as the lot was concerned would be a fair price, and if they sold the house at possible a nominal figure would be the best thing for anybody to do, because it was deteriorating very rapidly, and I will mention this, that the fellow who is building a house right adjoining it did say that as many as fifteen to twenty children were in there playing at anytime and of course they do a lot of damage to it.

11 Would you give us the fair market value of the whole property?

A I would say thirty four hundred dollars.

12 Mr. Baldwin, do you think it would be for the best interest of the minor, who is a partial title holder in this case, to go ahead and sell the property if the Court should allow it?

A Yes, sir.

13 Could you state your reasons for that?

A Well just as I have now stated.

14 You think it would be for the child's benefit to have the

13

property sold?

A Yes.

15 And why?

A Because what is there is being deteriorated. It is being abused and possibly stolen, and as I say, children playing there.

16 It is not rented now, is it?

A No.

17 It is not income producing now?

A No.

18 Therefore, if the Court should approve the sale the funds could be used for the benefit of the child?

A Yes, sir.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature C M Baldwin

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

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

Witness my hand and seal this 12th day of ~~October~~ November, 1964.

Emanuel Klawans, Examiner (SEAL)

E.K. $25.00

S.M. $10.00

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REAL ESTATE CONTRACT OF SA

LIBER 161 PAGE 219

This Agreement of Sale, made this 5th day of June

nineteen hundred and Sixty-four, between

Teny Lach, widow Seller, and

D. Broyles, 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

State of Maryland, Anne Arundel County, being part of an improvement and lot, being known as Hillsmore Road, Lot 6, Block C, Plot 1, Section 3; approximately 75 feet more or less wide and 202 feet depth more or less.

at and for the price of Thirty - five hundred - - - - - - - - - - - - Dollars ($3500.00)

of which Five hundred Dollars ($500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

Three thousand ($3000.00) dollars to be paid at time of settlement which will take place August 4, 1964 or before at which time possession shall be given to them. T.L. D.B.

SUBJECT TO OBTAIN BLDG PERMIT

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

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

T. S. Michaluk, Realty

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

T. S. Michaluk — WITNESS—AS TO SELLER'S SIGNATURE

Teny Lach (SEAL) — SELLER'S SIGNATURE

WITNESS—AS TO SELLER'S SIGNATURE

(SEAL) — SELLER'S SIGNATURE

T. S. Michaluk — WITNESS—AS TO BUYER'S SIGNATURE

Donald Broyles (SEAL) — BUYER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE

(SEAL) — BUYER'S SIGNATURE

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1964 NOV 17 PM 3:06

Lucas Bros., Balto., Md.
Form 19½

16644 Eq

Eth-1 E Clawson
Examiner

TENY LACH,

Plaintiff,

v

GEORGE LACH,

Defendant.

: No. 16,644 Equity

In The Circuit Court For

Anne Arundel County.

:

LIBER 161 PAGE 220

REPORT OF MASTER IN CHANCERY

A mother brings this action against her minor child for ratification of a contract she has made for sale of realty they own jointly.

Process has been duly served upon the minor and his parent, a guardian ad litem has been appointed and has filed the customary answer submitting the rights of the minor to the discretion of the Court.

The property consists of a lot about 75' x 200' in Hillsmere Shores, Anne Arundel County, upon which there is a foundation for a house with a partly built frame house upon it. The construction was started about five years ago, and is unpainted, much of its lumber has fallen into the basement, the roof is incomplete and is open to the weather. Edward C. Bradley and William N. Baldwin, experienced as appraisers of real estate, value the property at about $3400, and believe it would be advantageous for the minor if the property were sold as it is deteriorating rapidly, and produces no income.

The mother has contracted to sell this property to D. Broyles (next door neighbor) for $3,500.00.

Obviously the property is not susceptible of division in kind, and it is recommended that the sale be ratified and confirmed.

~~11/13/64 The~~

11/12/64 the testimony was filed.

11/23/64 The case will be ready for decree. The decree submitted herewith is recommended.

E. Clowes

Master In Chancery

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LIBER 161 PAGE 221

TENY LACH,	:	No. 16,644 Equity
Plaintiff,		In The Circuit Court For
vs.		Anne Arundel County.
GEORGE LACH, An Infant,	:	
Defendant.		

DECREE

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

It is thereupon, this 24th day of November, 1964, by The Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed:-

1. That the realty mentioned in these proceedings is not susceptible to division in kind among the parties in interest without loss or injury, and a sale of same would be for the benefit and advantage of the parties, and that the same be sold.

2. That the contract for private sale of said realty filed in this action is for the benefit and advantage of the parties, and is ratified and confirmed.

3. That Thomas J. Wohlgemuth is appointed trustee to carry out said contract and make said sale, and the course and manner of his proceedings shall be as follows:- He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and by a surety or sureties to be approved by the Clerk of this Court, in the penalty of ~~five~~ Three thousand, Five hundred 3500. dollars (~~$5,000.00~~), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises. He shall then proceed to carry out said contract and make said sale in accordance with its terms, and upon payment to him of all sums owed to the vendors under said contract and performance by the purchaser of all of his obligations under the provisions of the contract required of him at time of settlement, and not before, the trustee shall, by good and sufficient deed, executed, acknowledged and delivered according to law, convey to the purchaser, his heirs and assigns, the property and estate to them sold by said contract of sale, free, clear and discharged from all claims of all parties to this cause, plaintiff and defendant, and all those claiming by, from, through or under them or any of them; and the 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

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action, and such expenses as may be authorized by this Court, and such commission to the 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.

V. Borri Duckett Judge

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1964 NOV 25 AM 11:29

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

BOOK 12 PAGE 582

LIBER 161 PAGE 223

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

Bond No. 449850

Equity #16,614

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas J. Wohlgemuth of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand five hundred and 00/100 Dollars ($3,500.00), 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 18th day of November, 1964.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Teny Lach vs. George Lach dated November 23, 1964, Thomas J. Wohlgemuth was appointed Trustee to make sale of the property described in said proceedings, and the said Thomas J. Wohlgemuth is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Thomas J. Wohlgemuth (SEAL)
Thomas J. Wohlgemuth PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 25th day of November, 1964
Louis N. Phipps, Clerk

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1964 NOV 25 PM 4 20

LIBER 161 PAGE 224

In the Case of

TENY LACH

VS.

GEORGE LACH, an Infant

In the

Circuit Court

For

Anne Arundel County

No. 16,644 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.

April 23, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of May, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: Alice Jankowski, deputy

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-2-

23

Dr. TENY LACH vs. GEORGE LACH, an Infant

LIBER 161 PAGE 225

In Acct. with THOMAS J. WOHLGEMUTH, Trustee

Cr.

1964, December 4						
Proceeds of Sale	3,500	00	3,500	00		
					3,500	00
To Trustee for Commissions, viz:	135	00	135	00		
To Trustee for Court Costs, viz:						
Plaintiffs Solicitors appearance fee	10	00				
Clerk of Courts - Court costs	46	00				
Frank J. Pelz - sheriff's costs	12	00				
Emanuel Klawans - Master's fee	25	00				
Shirley Miller - stenographer's fee	10	00				
Ernest Florestano - Gdn. ad litem fee	4	00				
Auditor - stating this account	35	00	142	00		
To Trustee for expenses, viz:						
William N. Baldwin & Edward N. C. Bradley - Appraiser's fees	40	00				
Globe Indemnity Co. - bond premium	14	00				
L. N. Phipps, Clerk - certified copy of deed	1	50				
T. S. Michaluk - real estate commissions	350	00	405	50		
To Teny Lach - one-half balance of $2,817.50	1,408	75				
To the Guardian of George Lach, infant - one-half balance of $2,817.50	1,408	75	2,817	50		
					3,500	00

LIBER 161 PAGE 226

WALTER S. CALWELL,
Attorney Named In Mortgage

VS.

FRANCIS JOHN WOJCIK AND
NANCY H. WOJCIK, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 16,956 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "plaintiff's Exhibit 'A' " -

1. Original Mortgage from Francis John Wojcik and Nancy H. Wojcik, his wife to Baltimore Federal Savings and Loan Association, dated March 4, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1192 folio 130.

Walter S. Calwell

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9 - 6841

FILED

1965 JAN 27 AM 9: 14

LIBER 161 PAGE 227
LIBER 1192 PAGE 130

No. 16,956 Equity

MARYLAND

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Rendjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MORTGAGE

THIS MORTGAGE, made this 4th day of March, A. D. 19 58, by and between FRANCIS JOHN WOJCIK and NANCY H. WOJCIK, his wife

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

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ten Thousand Three Hundred Seventy-Five and 00/100ths Dollars ($10,375.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and one half per centum (4½%) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 57/100ths Dollars ($ 52.57), commencing on the first day of May, 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 ~~XXXXXXXX~~ 3rd day of March, 19 88. 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. Seventy-one (71) as shown on Plat 1 of Riviera Isle, Third Election District, Anne Arundel County, prepared by J. R. McCrone, Jr., Inc., dated May, 1955 and recorded on June 22, 1955, in Plat Book 26, folio 10.

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

FILED
1965 JAN 27 AM 9: 14

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

40" Frigid. Elec. Range

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all of 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 Ninety-six ($96.00) Dollars, payable half-yearly on the 4th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for **Thirty** days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **Walter S. Calwell 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 ($50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness: Charles E. Williams
CHARLES E. WILLIAMS

Francis John Wojcik [SEAL]
Francis John Wojcik

[SEAL]

Nancy H. Wojcik [SEAL]
Nancy H. Wojcik

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1192 PAGE 134

I HEREBY CERTIFY, That on this 4th day of March, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Francis John Wojcik and Nancy H. Wojcik, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their respective act.

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

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

Charles E. Williams
CHARLES E. WILLIAMS Notary Public

Rec'd for record Mar 22 1958 at 10.16 A.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
FRANCIS JOHN WOJCIK AND
NANCY H. WOJCIK, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

WALTER S. CALWELL,

Attorney Named In Mortgage

VS.

FRANCIS JOHN WOJCIK and

NANCY H. WOJCIK, HIS WIFE

IN THE

LIBER 161 PAGE 231

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY IN EQUITY

No. 16,956 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Assn.

under the mortgage from Francis John Wojcik and Nancy H. Wojcik, his wife

to Baltimore Federal Savings and Loan Association

dated the 4th day of March 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1192 Folio 130 .

Amount of Mortgage	$10,375.00
Less - amount paid on principal	1,232.39
	9,142.61
Plus - interest to 1/19/65	124.50
	9,018.11
Less - balance in expense account	153.94
	$ 8,864.17

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 25th day of January in the year nineteen hundred and sixty five 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.

FILED

1965 JAN 27 AM 9:16

Clara M. Link

Clara M. Link Notary Public

6

2145-152

LIBER 161 PAGE 232

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANCIS JOHN WOJCIK AND NANCY H. WOJCIK, HIS WIFE	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT

No. 16,956 Equity

STATE OF MARYLAND, BALTIMORE CITY, 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 aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

(2) Said Defendant(s) are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant(s) have not been ordered to report for induction under the Selective Training and Service Act;

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Borrower is not in military service

FILED
1965 JAN 27 AM 9:14

7

No 16,956

Mortgagee and Attorney's Bond.

1-369

LIBER 161 PAGE 233

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOOK 13 PAGE 68

BOND NO: 19-0370-0231-65

No. 16,956 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHTY-NINE HUNDRED AND NO/100 - - - - ($8900.00) - - - - - 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 18th 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 Francis John Wojcik and Nancy H. Wojcik, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 4th day of March nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1192, Folio 130 ~~xxx~~

Lot 71 - Riviera Isle - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

~~Attest~~

Witness as to Surety:

J. McDuffie

J. McDuffie

Bond approved this 23rd day of February, 1965

Louis N. Phipps, Clerk

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED

1965 FEB 23 AM 11:15

CALLAHAN, CALWELL
and LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Francis John Wojcik and Nancy H. Wojcik, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1192 folio 130 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th 1965 AT THREE P.M.,

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of Riviera Isle, near Rock Creek and Riviera Beach, and described as follows:

BEING known and designated as Lot No. Seventy-one (71) as shown on Plat 1 of Riviera Isle, Third Election District, Anne Arundel County, prepared by J. R. McCrone, Jr., Inc., dated May 1955 and recorded on June 22, 1955, in Plat Book 26, folio 10. situate on west side of Elizabeth Avenue, having a frontage of 100 feet with an even depth of 150 feet.

No. 9

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

Subject to an annual ground rent of $96.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame ranch type dwelling, containing 5 rooms (3 bedrooms), bath, utility rooms, hot water baseboard radiation.

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; 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

F-18

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 234

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed

Attorney's Sale

Francis John Wojcik

No. 16,956

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 24th day of February, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 FEB 23 PM 3:58

By H. Tilghman

LIBER 161 PAGE 235

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRANCIS JOHN WOJCIK AND NANCY H. WOJCIK, HIS WIFE	:	Anne Arundel County In Equity - No. 16,956

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of February, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared EUGENE K. REILLY Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Eugene K. Reilly
Purchaser
EUGENE K. REILLY Vice President

FILED
1965 FEB 26 AM 9:35

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANCIS JOHN WOJCIK AND NANCY H. WOJCIK, HIS WIFE	:	(In Equity) - No. 16,956
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1192 folio 130 from said Francis John Wojcik and Nancy H. Wojcik, 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 ~~from once a week for 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 24th day of February, 1965 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 71 as shown on Plat 1 of Riviera Isle, Third Election District, Anne Arundel County, prepared by J. R. McCrone, Jr., Inc., dated May, 1955 and recorded on June 22, 1955, in Plat Book 26 folio 10; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1965 FEB 26 AM 9:35

LIBER 161 PAGE 237

CALLAHAN, CALWELL
and LAUDEMAN
Attorneys at Law
Baltimore Federal Building
Fayette and St. Paul Sts.
Baltimore, Md. 21202

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Francis John Wojcik and Nancy H. Wojcik, his wife to Baltimore Federal Savings and Loan Association, dated March 4th, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1192 folio 130 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, FEBRUARY 24th 1965 AT THREE P.M.,

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of Riviera Isle, near Rock Creek and Riviera Beach, and described as follows:

BEING known and designated as Lot No. Seventy-one (71) as shown on Plat 1 of Riviera Isle, Third Election District, Anne Arundel County, prepared by J. R. McCrone, Jr., Inc., dated May 1955 and recorded on June 22, 1955, in Plat Book 26, folio 10. situate on west side of Elizabeth Avenue, having a frontage of 100 feet with an even depth of 150 feet.

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

Subject to an annual ground rent of $96.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1 story frame ranch type dwelling, containing 5 rooms (3 bedrooms), bath, utility rooms, hot water baseboard radiation.

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; 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

F-18.

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eighty-five Hundred ($8500.00) Dollars, subject to the payment of an annual ground rent of $96.00, 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 25th 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 Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

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ORDER NISI

LIBER 161 PAGE 239

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

FRANCIS JOHN WOJCIK AND
NANCY H. WOJCIK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,956 Equity

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

For: Md. Gazette (March 4th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

FRANCIS JOHN WOJCIK AND
NANCY H. WOJCIK, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse
JUDGE.

FILED
1965 APR -7 AM 11:25

13

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,956 EQUITY

Walter S. Calwell, Attorney Named in Mortgage
versus
FRANCIS JOHN WOJCIK And NANCY H. WOJCIK, His Wife

Ordered, this 26th 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 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 240

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,956
Francis John Wojcik

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 MAR 29 PM 1:15

No. M. G. 5720

14

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRANCIS JOHN WOJCIK AND NANCY H. WOJCIK, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 16,956

AMENDED
STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Francis John Wojcik and Nancy H. Wojcik, his wife

to Baltimore Federal Savings and Loan Association

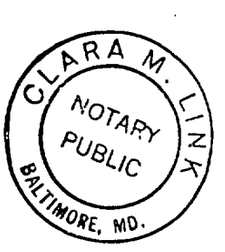
dated the 4th day of March 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No 1192 Folio 130.

Amount of Mortgage	$10,375.00
Less - amount paid on principal	1,232.39
	9,142.61
Plus - interest to 1/19/65	124.50
	9,267.11
Less - balance in expense account	153.94
	$9,113.17

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of April, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.



Clara M. Link
Clara M. Link, Notary Public

FILED
1965 APR 15 AM 10: 31

15.

LIBER 161 PAGE 242

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

FRANCIS JOHN WOJCIK AND NANCY H. WOJCIK, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,956 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 26 AM 10: 10

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of May, 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 MAY 12 AM 9: 46

16

Dr. Mortgaged Real Estate of Francis John Wojcik and Nancy H. Wojcik, 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			8,500	00		
By	Interest 6% on deferred payment, $8,000.00 from 2/24/65 to 4/8/65			61	00		
						8,561	00
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	285	00				
				335	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	81	93				
	New Amsterdam Casualty Co. - bond	36	00				
	E. T. Newell Co., Inc., auctioneer's fee	25	00				
	Notary fees	1	25				
	Adjustment, ground rent, from 9/4/64/ to 2/24/65	45	40				
	Adjustment, taxes, from 1/1/65 to 2/24/65	23	89				
				213	47		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	7,939	53				
				7,939	53		
						8,561	00
	Balance due on mortgage as per amended mortgage claim filed	9,113	17				
	Interest 4½% on principal balance $8,988.67 from 1/20/65 to 5/12/65	125	84				
		9,239	01				
	Credit amount allowed above	7,939	53				
	This amount subject to decree in personam	1,299	48				

LIBER 161 PAGE 244

H. Allen Mezger,	*	IN THE
Attorney named in Mortgage	*	CIRCUIT COURT
VS	*	OF
Walter K. Miller and	*	ANNE ARUNDEL COUNTY
Marguerite W. Miller, his wife	*	Equity NO. 16,977

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger

H. Allen Mezger,
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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1965 FEB -4 AM 10: 27

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LIBER 161 PAGE 245

BOOK 1454 PAGE 596

No. 16,977 Equity

THIS MORTGAGE, Made this 2nd day of February, in the year one thousand nine hundred and sixty-one, between WALTER K. MILLER and MARGUERITE

NO STAMPS REQUIRED

W. MILLER, his wife, - - - - - - of the County of Anne Arundel - , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Twelve Thousand Five Hundred and no/100($12,500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent of the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Ninety and no/100($90.00) dollars - - - - - - - commencing on the First - - - day of March 1, 1961, and on the First - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - lot of ground situate and lying in the Third Election District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the Northwest side of Berry Drive at a point distant North Twenty-one (21) degrees Fifty-one (51) minutes Forty (40) seconds East Seventy-five (75) feet from the Northeast side of Briar Lane, and running thence with the Northwest side of Berry Drive, North Twenty-one (21) degrees Fifty-one (51) minutes Forty (40) seconds East Seventy-five (75) feet; thence leaving the said Berry Drive and running with the division line between Lot No. Three (3) and Lot No. Four (4), Block "B", as shown on the Plat of Pine Haven, North Sixty-eight (68) degrees Eight (8) minutes Twenty (20) seconds West One Hundred Twenty-one and Eight Tenths (121.8) feet, more or less, to the waters of Stoney Creek; thence binding on the waters of the said Creek and running South Twenty-six (26) degrees Nine (9) minutes West Seventy-five (75) feet, more or less; thence leaving the said Creek and running through the center of Lot No. Two (2), Block "B", as shown on the aforesaid Plat of Pine Haven, South Sixty-eight (68) degrees Eight (8) minutes Twenty (20) seconds East One Hundred Twenty-six and Three Tenths (126.3) feet, more or less, to the place of beginning. Being the Northeasternmost one-half of Lot No. Two (2) and all of Lot No. Three (3), Block "B", as shown on the aforesaid Plat of Pine Haven, filed among the Land Records of Anne Arundel County.

BEING the same lot of ground which by deed of even date, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel

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County, was granted and conveyed by Harry E. May and Lena May, his wife, to the said mortgagors.

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on the payment date shown on Page One, each and every month the sum of Twenty-three and no/100 ($23.00) dollars - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (In the event the mortgagee holds a prior mortgage on aforesaid property, the payments for such purposes shall only begin upon release of said prior mortgage.) Should such payments be insufficient the mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said

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premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, interest, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property; which right to possession shall immediately cease and be surrendered in the event of the maturing of the mortgage through default under covenant (7) above.

AND the said mortgagors hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or I. Winston Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, 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 Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City/County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under

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BALTIMORE, MD.

this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

IT IS UNDERSTOOD AND AGREED that in consideration of the initial service charge paid by the mortgagors, this mortgage may be pre-paid in whole or part, at any time, without penalty.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Gary S. Wase

Gary S. Wase

Walter K. Miller (SEAL)
Walter K. Miller

Marguerite W. Miller (SEAL)
Marguerite W. Miller

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 2nd day of February, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter K. Miller and Marguerite W. Miller, his wife,

known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase
Gary S. Wase Notary Public

My Commission expires May 1st, 1961.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Feb. 6, 1961 at 10:42 A.M.
Mailed to Mezger & Mezger

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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H. Allen Mezger,
Attorney named in Mortgage

VS

Walter K. Miller
and
Marguerite W. Miller, his wife

LIBER 161 PAGE 249

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

Equity No. 16,877

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 12,500.00
Less - Total amount paid on account of Principal	$ 1054.45	
Less - Credit Expense Account	221.77	1,276.22
Net Balance	$ 1,276.23	11,223.78
Plus accumulated interest to March 31st, 1965 (with interest thereafter at rate of 6% per annum)		172.54
Total Amount of Mortgage Indebtedness		$ 11,396.32

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Treasurer
Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 3rd day of February 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 Henry C. Bourke, Jr.-Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the Mortgagee in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Peyton Paul Phillips
Peyton Paul Phillips Notary Public

My Commission Expires May 3, 1965.

PEYTON PAUL PHILLIPS
NOTARY PUBLIC
BALTIMORE, MD.

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1965 FEB -4 AM 10: 27

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

LIBER 161 PAGE 250

H. Allen Mezger, Attorney named in Mortgage *vs.* Walter K. Miller and Marguerite W. Miller, his wife	IN THE **CIRCUIT COURT** OF ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY Equity NO. 16977 Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Anne Arundel, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared John P. Helmer

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer
John P. Helmer *Affiant.* President

Subscribed and sworn to before me this 26th day of February 1965

E. Jane Rusinek
E. Jane *Notary Public* Rusinek
My commission expires May 3rd, 1965

JANE RUSINEK NOTARY PUBLIC Anne Arundel County, Md.

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1965 MAR -2 AM 10: 01

Jud. 14042. PRINTED IN U.S.A.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 161 PAGE 251

No. 16,977 Equity

BOOK 13 PAGE 78

Know all Men by these Presents:

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eleven Thousand and No/100 ($11,000.00) - - - - - - - - - - - - - *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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 1st *day of* March *in the year of our Lord nineteen hundred and* sixty-five

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* Walter K. Miller & Marguerite Miller *to* Arundel Federal Savings and Loan Association of Baltimore City

dated February 2, 1961 *and recorded in Liber* GTC *No.* 1454 *folio* 596 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By John F. Kennedy Jr., *Attorney-in-Fact.*

ATTEST:

Barbara Berberich

Bond approved this 2nd day of March, 1965

Louis N. Phipps, Clerk

FILED

1965 MAR -2 AM 10 01

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H. Allen Mezger,

Attorney named in Mortgage

vs.

Walter K. Miller and

Marguerite W. Miller, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 16977

LIBER 161 PAGE 252

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 5th day of March, 19 65, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City- the property described as follows:

BEGINNING for the same on the Northwest side of Berry Drive at a point distant North Twenty-one (21) degrees Fifty-one (51) minutes Forty (40) seconds East Seventy-five (75) feet from the Northeast side of Briar Lane, and running thence with the Northwest side of Berry Drive, North Twenty-one (21) degrees Fifty-one (51) minutes Forty (40) seconds East Seventy-five (75) feet: thence leaving the said Berry Drive and running with the division line between Lot No. Three (3) and Lot No. Four (4), Block "B" as shown on the Plat of Pine Haven, North Sixty-eight (68) degrees Eight (8) minutes Twenty (20) seconds West One Hundred Twenty-one and Eight Tenths (121.8) feet, more or less to the waters of Stoney Creek; thence binding on the waters of the said Creek and running South Twenty-six (26) degrees Nine (9) minutes West Seventy-five (75) feet, more or less; thence leaving the said Creek and running through the center of Lot No. Two (2), Block "B" as shown on the aforesaid Plat of Pine Haven, South Sixty-eight (68) degrees Eight (8) minutes Twenty (20) seconds East One Hundred Twenty-Six and Three Tenths (126.3) feet, more or less to the place of beginning. Being the Northeasternmost one-half of Lot No. Two (2) and all of Lot No. Three (3), Block "B" as shown on the aforesaid Plat of Pine Haven, filed among the Land Records of Anne Arundel County.

at and for the price of Nine Thousand ($9,000.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr. - President

I/We, the undersigned, hereby certify:
That I/We purchased the above described property at and for the price of $9,000.00.

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by HENRY C. BOURKE, JR., Treasurer, its duly authorized agent.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Henry C. Bourke, Jr. - Treasurer

STATE OF MARYLAND, COUNTY OF BALTIMORE- - - - - - - - , to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Henry C. Bourke, Jr., Treasurer Arundel Federal Savings and Loan Association of Baltimore City- - - - - - - - - - - - - - - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger - Notary Public

My Commission Expires: May 3rd, 1965.

FILED

1965 MAR -9 AM 11:30

LIBER 161 PAGE 254

H. Allen Mezger,		IN THE
Attorney named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
Walter K. Miller and	*	ANNE ARUNDEL COUNTY
Marguerite W. Miller, his wife	*	Equity No. 16977

* * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from Walter K. Miller and Marguerite W. Miller, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 5th, 1965, at 2:30 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, who was then and there the highest bidder, at and for the sum of Nine Thousand ($9,000.00) Dollars, of which a deposit of Nine Hundred ($900.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchasers.

H. Allen Mezger,
Attorney named in Mortgage

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1965 MAR -9 AM 11:30

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE, MD.

Peyton Paul Phillips

Peyton Paul Phillips - Notary Public

My commission expires May 3rd, 1965.

ORDER NISI

LIBER 161 PAGE 256

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

versus

WALTER K. MILLER AND MARGUERITE W. MILLER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,977 Equity

Ordered, this 9th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

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

Lowell N. Phipps Clerk.

True Copy,

TEST: Clerk.

H. Allen Mezger, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Mar. 11th Edition

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

versus

WALTER K. MILLER AND MARGUERITE W. MILLER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of April, 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.

George Sachse
JUDGE.

FILED
1965 APR 19 PM 2:07

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MEZGER & MEZGER
Attorneys
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A One story frame dwelling, containing 6 rooms and 1½ bath first floor and 3 bedrooms and 1½ bath on basement level exposed, asbestos shingle, forced warm air heat (oil burner), situate on lot 75' x 200' on westerly side of Berry Drive, Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated February 2nd, 1961, from Walter K. Miller and Marguerite W. Miller, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1454 folio 596, the undersigned as Attorney, will offer for sale at public auction on the premises on;

FRIDAY, MARCH 5th, 1965, AT 2:30 O'CLOCK, P.M.

the following described property:

BEGINNING for the same on the Northwest side of Berry Drive at a point distant North Twenty-one (21) degrees Fifty-one (51) minutes Forty (40) seconds East Seventy-five (75) feet from the Northeast side of Briar Lane, and running thence with the Northwest side of Berry Drive, North Twenty-one (21) degrees Fifty-one (51) minutes Forty (40) seconds East Seventy-five (75) feet: thenee leaving the said Berry Drive and running with the division line between Lot No. Three (3) and Lot No. Four (4), Block "B" as shown on the Plat of Pine Haven, North Sixty-eight (68) degrees Eight (8) minutes Twenty (20) seconds West One Hundred Twenty-one and Eight Tenths (121.8) feet, more or less to the waters of Stoney Creek; thence binding on the waters of the said Creek and running South Twenty-six (26) degrees Nine (9) minutes West Seventy-five (75) feet, more or less; thence leaving the said Creek and running through the eenter of Lot No. Two (2), Block "B" as shown on the aforesaid Plat of Pine Haven, South Sixty-eight (68) degrees Eight (8) minutes, Twenty (20) seconds East One Hundred Twenty-Six and Three Tenths (126.3) feet, more or less to the place of beginning. Being the Northeasternmost one-half of Lot No. Two (2) and all of Lot No. Three (3), Block "B" as shown on the aforesaid Plat of Pine Haven, filed among the Land Records of Anne Arundel County.

No 13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 257

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1965

We hereby certify, that the annexed

Attorney's Mortgage Sale

Walter K. Miller

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 March, 1965. The first insertion being made the 11th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1965 MAR 15 PM 4:06

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. Property transfer tax imposed by a local ordnance and costs for all revenue stamps to be paid for by the purchaser.

H. ALLEN MEZGER,
Attorney named in Mortgage

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

M-4

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,977 Equity
H. ALLEN MEZGER, Attorney
Named in Mortgage
versus
WALTER K. MILLER and
MARGUERITE W. MILLER, his wife

Ordered, this 9th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 259

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,977
Walter K. Miller

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 April, 1965. The first insertion being made the 11th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 APR 15 AM 10:00

14 No. M.G. 4244

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

vs.

WALTER K. MILLER AND MARGUERITE W. MILLER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,977 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 APR 29 PM 2:12 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of May, 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

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1965 MAY 17 AM 11:49

15

14

Dr. Mortgaged Real Estate of Walter K. Miller and

Marguerite W. Miller, his wife

LIBER 161 PAGE 261

In Acct. with H. Allen Mezger, Attorney named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			9,000	00		
By	Interest 6% on deferred payment,						
	$8,100.00 from 3/5/65 to 4/20/65			67	50		
						9,067	50
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	300	00				
				400	00		
To	Attorney, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	125	24				
	Sunpapers - advertising - sale	23	60				
	Maryland Casualty Co. - bond	44	00				
	E. T. Newell & Co., Inc. auctioneer's fee	50	00				
				242	84		
To	Arundel Federal Savings & Loan Assoc. of						
	Baltimore City, Mortgagee on account of						
	mortgage claim	8,351	66				
				8,351	66		
						9,067	50
	Balance due on mortgage as per mortgage						
	claim filed	11,396	32				
	Interest 6% on principal balance						
	$11,223.78 from 4/1/65 to 5/14/65	82	30				
		11,478	62				
	Credit amount allowed above	8,351	66				
	This amount subject to decree in personam	3,126	96				

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY
JACK W. WINGATE AND MARY L.	:	IN EQUITY
WINGATE, HIS WIFE,	:	No. 16,766 Eq.
	:	DOCKET 22 FOLIO 261
	:	

MR. CLERK:-

Please docket a suit in the above entitled case and file the within Exhibit.

Fred J. Van Slyke, Attorney
named in the Mortgage.

FILED

1964 NOV 17 PM 2:48

D/R City/County

BOOK 1768 PAGE 12

LIBER 161 PAGE 263

No. 16,766 Equity

This Mortgage, Made this 26th day of June, in the year one thousand, nine hundred and sixty-four, between ----------

JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagor, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION, "SLAVIE", OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIVE THOUSAND TWO HUNDRED ----------($5200.00) -- Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of ---------six---------- per cent (-6%) per annum computed monthly by the payment of Sixty-two ($62.00) ---------- Dollars, on or before the 26th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest and such fines and charges as may be imposed, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this mortgage.

AND WHEREAS, this Mortgage shall secure future advances as provided by Chapter 178 of the Law of Maryland passed at the January session in the year 1955 or any amendment or supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor

160845

does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all that lot of ground situate and lying in the Third Election District of Anne Arundel County --------, in said State, the improvements thereon being known as No. 410 Southwood Road ----------and described as follows:

BEING known and designated as Lot No. 410 as shown on Plat No. 5, of Chelsea Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 35.

BEING the same lot of ground which by Deed dated June 20th, 1960, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1405, folio 243, was granted and conveyed by Chesapeake Land Corporation unto the Mortgagors herein, in fee simple.

11.66

JUN 29 1964

RECORDATION TAX ACT OF 1947

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Subject to restrictions and easements of record.

IF the above mortgage loan is paid off in full within five years from the date hereof, the Mortgagee may make a charge of three per cent (3%) of the amount prepaid.

AT Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

AND THE SAID MORTGAGOR, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that should taxes, water rates or other public charges or insurance rates be increased above the amounts now fixed or levied, or should there be any deficiency for any reason in the expense account as set up by the Mortgagee for said Mortgagor, then the said Mortgagor, will on demand, pay such deficiency and increase the aforesaid monthly payments to provide against further deficiencies.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said Mortgagor hereby assigns to said Mortgagee, its successors and assigns; and upon default in any of said covenants, said Mortgagee, it successors and assigns, is hereby authorized to collect said rents and profits.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $ -~~

IF HOWEVER the said Mortgagor shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same when payable, and the amount so paid shall then be added to the principal debt named herein and bear interest at the same rate due on the principal of this Mortgage from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing

as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes and directs the said Mortgagee, its successors and assigns, or ---------- FRED J. VAN SLYKE, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the Mortgagor, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said Mortgagee, its successors and assigns, or ---------- FRED J. VAN SLYKE, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars ($100.00), for conducting the proceeding, plus such other counsel fees and expenses as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives or assigns.

THAT the Mortgagor specially warrants the property herein mortgaged and the Mortgagor will execute such further assurances thereof as may be requisite.

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

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

Test

Jack W. Wingate .....(Seal)
JACK W. WINGATE

Mary L. Wingate .....(Seal)
MARY L. WINGATE

.....(Seal)

.....(Seal)

Fred J. Van Slyke
FRED J. VAN SLYKE

STATE OF MARYLAND, BALTIMORE CITY, ss:

I HEREBY CERTIFY, that on this 26th day of June, one thousand, nine hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Jack W. Wingate and Mary L. Wingate, His Wife, ---------- the Mortgagor(s) named in the foregoing mortgage, and they acknowledged the foregoing mortgage to be their act.

At the same time also appeared VLAST KOENIGSMARK, President of the within named corporation, Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Fred J. Van Slyke
Fred J. Van Slyke Notary Public.

Rec'd for record June 29, 1964 at 10:28 A.M.
Mailed to Fred J. Van Slyke

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

LIBER 161 PAGE 266

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE,

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

No. 16,566 Equity

Docket 22 Folio 261

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 Baltimore County ~~said City~~, personally appeared Stephen A. Pretl, Secretary for Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Stephen A. Pretl
Affiant.
Stephen A. Pretl, Secretary

Subscribed and sworn to before me this 16th day of November 1964

Fred J. Van Slyke
Notary Public
Fred J. Van Slyke

FILED
1964 NOV 17 PM 2:48

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LIBER 161 PAGE 267

STATEMENT OF MORTGAGE CLAIM

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE,

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY No. 16,766

DOCKET 22 FOLIO 261

STATEMENT OF MORTGAGE DEBT

BRoadway 6-6240

EAstern 7-0075

Bohemian Building, Loan & Savings Association

"SLAVIE"

730 N. COLLINGTON AVENUE
BALTIMORE, MARYLAND, 21205

AUTHORITY FOR RELEASE OF MORTGAGE

November 16, 1964 19

The following is a statement of your account at the date indicated. Check should be made payable to: Bohemian Building, Loan and Savings Assn. "SLAVIE".

ACCOUNT No. B6-3057
NAME OF MORTGAGOR Jack W. and Mary L. Wingate
PROPERTY MORTGAGED 410 Southwood Road

STATEMENT OF ACCOUNT

PRINCIPAL PAYMENT REQUIRED FOR RELEASE OF 410 Southwood Road		
ORIGINAL AMOUNT OF LOAN DATED June 26, 1964	$5,200.00	
PAID ON ACCOUNT OF PRINCIPAL	31.92	
BALANCE DUE		$5,168.08
EXPENSE ACCOUNT:		
LESS: CREDIT BALANCE	732.84	
PLUS: DEBIT BALANCE	- -	$4,435.24
INTEREST	94.72	
PRE-PAYMENT FEE		
RELEASE FEE		
PREPARING STATEMENT		
TOTAL AMOUNT DUE		$4,529.96

1964 TAXES PAID $
GROUND RENT DUE fee simple PAID $
INSURANCE POLICY # HC 7 04 80 AMT. $ 10,000 EXPIRES: 6/17/65
COMPANY Insurance Company of North America

The above statement is good until Dec. 16, 1964. If settlement is not made by this date, add $ per month.

Statement ordered by:

Fred J. Van Slyke, Atty.

FILED

1964 NOV 17 PM 2:48

Stephen A. Pretl
Authorized Signature
Stephen A. Pretl, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 16th day of November in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~said City of~~ Baltimore County personally appeared Stephen A. Pretl, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

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

As witness my hand and Notarial Seal

Fred J. Van Slyke, *Notary Public.*

Judicial 13—Maryland—Mortgagee's or Attorn Bond (1-55)

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 12 PAGE 595

LIBER 161 PAGE 269

Jack W. Wingate and Mary L. Wingate, h/w

to

Bohemian Building, Loan & Savings Association "Slavie" of Baltimore City

BOND OF Attorney

TO SELL Real Estate

No. 16,766 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke, 730 N. Collington Avenue, Baltimore, Maryland 21205

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 Dollars - - - - - - - - - - - Dollars ($ 5,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of December, in the year of our Lord, nineteen hundred and sixty-four.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Jack W. Wingate and Mary L. Wingate to Bohemian Building, Loan & Savings Association "Slavie" of Baltimore City bearing date the 26th day of June, 1964 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1768 Folio 12 ~~and~~

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Fred J. Van Slyke

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

Signed, sealed and delivered

in the presence of

Antoinette Van Slyke

BY Fred J. Van Slyke (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Burns

Robert J. Burns, Attorney in fact.

Bond approved this 11th day of December, 1964

Louis N. Phipps, Clerk

FILED

1964 DEC 11 AM 11:20

FRED J. VAN SLYKE
Solicitor
730 N. Collington Ave.
Baltimore, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE DWELLING

410 SOUTHWOOD ROAD, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a Mortgage from Jack W. Wingate and Mary L. Wingate, His Wife to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City dated June 26th, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1768, folio 12, default having occurred in said mortgage, the undersigned Attorney named in Mortgage, will sell at public auction on the premises on

MON., DEC 14th, 1964

AT 2 P.M.

All that lot of ground in the 3rd Election District of Anne Arundel County known as No. 410 Southwood Road and being known and designated as Lot No. 410 as shown on Plat No. 5 of Chelsea Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 35. In fee simple, and improved by a frame dwelling containing: four rooms and bath, full cement basement, oil-hot air heat.

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.

FRED J. VAN SLYKE,
Attorney named in Mortgage
HARVEY WEST,
Auctioneer

D-10

No. 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 270

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 12, 1964

We hereby certify, that the annexed Attorney's Sale No. 16,766 Eq. Jack W. Wingate

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 December, 1964. The first insertion being made the 19th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

1964 DEC 15 PM 3:53 By [illegible]

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCATION "SLAVIE" OF BALTIMORE CITY

vs.

JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE,

LIBER 161 PAGE 271

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 16,766 Equity

* * * * * * * * * * *

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

HARVEY WEST, AUCTIONEER

By Harvey West

Harvey West

Subscribed and sworn to before me, a Notary Public in and for Baltimore County by Harvey West this 14th day of December, 1964.

RUTH B. LOUGHMAN NOTARY PUBLIC BALTO. CO., MD.

Ruth B. Loughman

Notary Public

Ruth B. Loughman

FILED

1964 DEC 21 AM 10:26

9

LIBER 161 PAGE 272

SARATOGA 7-4046

Harvey West

AUCTIONEER AND APPRAISER

KNICKERBOCKER BUILDING • 21B E. LEXINGTON STREET • BALTIMORE 2, MARYLAND

REAL ESTATE SALES
JUDICIAL SALES
LIQUIDATIONS
MERCHANDISE
APPRAISALS

No. 16,766 Equity

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ COUNTY OF ANNE ARUNDEL, SCT:

I HEREBY CERTIFY, that on this 14th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City of~~ Baltimore County, ~~aforesaid~~, personally appeared John L. Davis, Agent for Herbert Kaufman, Inc., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the ~~purchaser~~ agent 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 410 Southwood Road, Anne Arundel County mentioned in the said Report of Sale.

HERBERT KAUFMAN, INC.

Herbert Kaufman, Inc.
Purchaser

By John L. Davis Agent
By: John L. Davis, Agent

Purchaser

Purchaser

HARVEY WEST NOTARY PUBLIC BALTIMORE COUNTY, MD.

(Seal)
(Place)

Harvey West
Notary Public
Harvey West

FILED

1964 DEC 21 AM 10:27

10

LIBER 161 PAGE 273

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY
JACK W. WINGATE AND MARY L.	:	IN EQUITY
WINGATE, HIS WIFE.	:	
	:	Docket Folio
	:	No. 16, 766 Equity

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage by the mortgage in the above entitled cause to make sale of fee simple property known as No. 410 Southwood Road, in the Third Election District of Anne Arundel County, State of Maryland, in the proceedings in said cause mentioned respectfully shows, that the said Attorney after giving Bond with security for the faithful discharge of his trust as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital, a daily newspaper, published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Monday, December 14th, 1964, at 2:00 P.M. attend on the premises and then and there sold fee simple property known as No. 410 Southwood Road, Anne Arundel County, Maryland unto HERBERT KAUFMAN, INC., at and for the sum of FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS ($4,250.00) said property being described as follows:-

All that lot of ground in the 3rd Election District of Anne Arundel County known as No. 410 Southwood Road and being known and designated as Lot No. 410 as shown on Plat No. 5 of Chelsea Beach, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23, folio 35. In fee simple.

Fred J. Van Slyke, Attorney named in the Mortgage.

FILED

1964 DEC 21 AM 10:27

STATE OF MARYLAND, Baltimore City, to wit:-

I HEREBY CERTIFY, THAT on this 16th day of December, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

George R. Ball

Notary Public

GEORGE R. BALL

My Commission Expires May 3, 1965

12

ORDER NISI

LIBER 161 PAGE 275

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

versus

JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,766 Equity

Ordered, this 21st day of December, 1964, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of February next.

The report states that the amount of sale was $ 4,250.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Fred J. Van Slyke, Atty.
(Final Order)

For: Maryland Gazette Dec. 31st Edition

FRED J. AN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE, TO BOHEMIAN BUILDING LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF ~~xxxxx~~ BALTIMORE CITY

VS.

JACK W. WINGATE AND MARY L. WINGATE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd 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.

V Bowen Duckett
JUDGE.

FILED

1965 FEB -3 PM 3:17

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,766 Equity

Fred J. Van Slyke, Attorney Named in Mortgage from Jack W. Wingate and Mary L. Wingate, his wife, to Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City.

versus

JACK W. WINGATE and MARY L. WINGATE, his wife

Ordered, this 21st day of December, 1964, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of February next.

The report states that the amount of sale was $4,250.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

J-21

FILED

1965 JAN 22 PM 2:47

No. M. G. 33299

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 276

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,766
Jack W. Wingate

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 29th day of December, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

FRED J. VAN SLYKE, ATTORNEY NAMED IN MORTGAGE, ET AL

vs.

JACK W. WINGATE, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 16,766 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 29 PM 2:12

All of which is respectfully submitted.

Arthur A. Andrews Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of May, 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 MAY 17 AM 11:49

15.

16

Dr. Mortgaged Real Estate of Jack W. Winegate and Mary L. Wingate, his wife

In Acct. with Fred J. Van Slyke, Attorney Named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			4,250	00		
By	Interest 6% on deferred payment,						
	$3,750.00 from 12/14/64 to 3/29/65			65	63		
By	Adjustment, taxes, from 12/14/65 to						
	12/31/65			7	25		
						4,322	88
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	157	50				
				257	50		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	78	00				
	Sunpapers, advertising - sale	23	55				
	U.S. Fidelity & Guaranty Co. - bond	20	00				
	Harvey West, auctioneer's fee	50	00				
				171	55		
To	Bohemian Building, Loan & Savings Assoc.						
	"Slavie" of Baltimore City, Mortgagee on						
	account of mortgage claim filed	3,820	83				
				3,820	83		
						4,322	88
	Balance due on mortgage as per mortgage						
	claim filed	4,529	96				
	Interest 6% on principal balance						
	$4,435.24 from 11/17/64 to 5/17/65	133	05				
		4,663	01				
	Credit amount allowed above	3,820	83				
	This amount subject to decree in personam	842	18				

LIBER 161 PAGE 279

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT,
MORTGAGED REAL ESTATE	:	FOR
OF JOSEPH L. RIGGIN and	:	ANNE ARUNDEL COUNTY
JOANNE S. RIGGIN, his wife	:	NO. 16,765 EQUITY

. . . . . .

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

Michael Demyan

Michael Demyan
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6 - 6340
Assignee for the Purpose
of Foreclosure

FILED

1964 NOV 17 PM 2:45

LIBER 161 PAGE 280

No stamps required

BOOK 1289 PAGE 182

No. 16,765 Equity

PURCHASE MONEY

This Mortgage, Made this 18th day of April, 19 59

by and between

Joseph L. Riggin and Joanne S. Riggin, His Wife,

hereinafter referred to as MORTGAGORS, and MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of 12½ shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 12,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association; said sum being the purchase money of herein described property.

WITNESSETH, That for and in consideration of the premises and the sum or One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th ose lot s of ground, situate, lying and being in the Fifth Election District, Anne Arundel County.

ALL those lots known and designated as Lot number fifty-nine (59) and Lot number ninety-two (92) "Linthicum Heights" as shown on Plat filed among the Plat Records of Anne Arundel County, formerly filed in Cabinet 2, Rod B-4, Plat 32; now filed in Plat Book No. 11 Folio 46-47 and Plat Book No. 28 Folio 9.

BEING the same lots of ground which by Deed of even date herewith and recorded, or so intended to be, prior hereto, were conveyed by Tracy B. Schoonmaker and E. Lorraine Schoonmaker, his wife, unto the said Mortgagors.

SUBJECT To an annual ground rent of Ninety-six dollars, payable semi-annually on the 15th days of April and October of each and every year.

FILED

1964 NOV 17 PM 2:45

IT IS HEREBY AGREED between the parties hereto that the Mortgagors shall have the right of prepayment of the whole or any part hereof at any time after twelve months from date hereof

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the ances and advantages to the same belonging or in anywise rights, roads, alleys, ways, easements, privileges, appurten appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in ~~fee simple~~ subject to an annual Ground Rent of ninety-six dollars, payable half-yearly on the 15th days of April and October of each and every year.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgagee shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 23.56 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 65.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty two cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty two cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or Frankie Wilson, its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvement on the hereby mortgaged land to the amount of at least $ 12,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

AND it is further agreed that in case the MORTGAGORS cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the MORTGAGEE, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Frankie D. Wilson ..... Joseph L. Riggin ..... (SEAL)

Frankie D. Wilson ..... Joanne S. Riggin ..... (SEAL)

..... (SEAL)

..... (SEAL)

4
2

BOOK 1289 PAGE 185 LIBER 161 PAGE 283

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18TH day of April, 1959 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph L. Riggin and Joanne S. Riggin, His Wife, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Walton D. Wilson the President of MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal. Frankie D. Wilson
Frankie D. Wilson Notary Public

800

Rec'd for record April 20 1959 at 11:38 AM.
Mailed to Frankie Wilson

182672

Glen Burnie, Md., November 16, 1964

The Maryland National Building & Loan Association, Inc. does hereby assign the within mortgage to Michael Demyan, Esquire, for the purpose of foreclosure. Witness the hand and seal of Walton D. Wilson, President.

Maryland National Building & Loan Association, Inc.

Witness: Vivian D. Schaumloeffel
Vivian D. Schaumloeffel

By Walton D. Wilson
Walton D. Wilson, President

Mortgage

FROM

Joseph L. Riggin and
Joanne S. Riggin, His Wife

TO

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

5th District, A. A. Co.
MORTGAGE ACCOUNT NO.
Lots 59 and 92 "Linthicum Heights"
Premises: 312 Chestnut Road

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 APR 20 AM 11:38
& RECORDED IN LIBER GTC
NO. 1289 FOLIO 182
GEO. T. CROMWELL, CLERK

800 Pd

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
FRANKIE WILSON
25 Baltimore-Annapolis Boulevard, N.W.,
GLEN BURNIE, MARYLAND
1964 NOV 17 PM 2:58
& RECORDED IN LIBER LNP
NO. 1451 FOLIO 2
LOUIS N. PHIPPS, CLERK

MARYLAND NATL. BLDG. AND LOAN ASSN. INC.

FOR VALUE RECEIVED, The ~~Glen Burnie Savings and Loan Association, of Anne Arundel County~~, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC., A BODY CORPORATE,

By.....
President. Secretary.

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOSEPH L. RIGGIN
and JOANNE S. RIGGIN, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,765 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Michael Demyan, Assignee for the Purpose of Foreclosure and made oath in due form of law that he (she) knows the defendants herein and that to the best of his (her) knowledge, information and belief

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

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Michael Demyan
Affiant
Michael Demyan

Subscribed and sworn to before me this 12 day of November 1964.

Betty Harris
Notary Public
BETTY K. HARRIS

FILED
1964 NOV 17 PM 2:46

LIBER 161 PAGE 285

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH L. RIGGIN and JOANNE S. RIGGIN, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 16,765 EQUITY

STATEMENT OF ACCOUNT

MARYLAND NATIONAL BUILDING & LOAN ASSOCIATION, INC.

25 BALTIMORE-ANNAPOLIS BOULEVARD, N.W. GLEN BURNIE, MD. 21061
P.O. BOX 247 SOuthfield 6-4560

November 3, 1964

STATEMENT OF ACCOUNT #5201

Joseph L. Riggin and Joanne S. Riggin, His Wife,
312 Chestnut Road,
Linthicum, Maryland 21090

Re: Lots 59 and 92, Linthicum Heights - 5th Dist. A. A. Co.
Mortgage: 4/18/59 - Recorded GTC 1289/182

Balance of account #5201 - October 13, 1964	$11,240.91
Interest - 7 months (May-Nov., 1964 @ $56.50)	395.50
TOTAL	$11,636.41

In Arrears:

April-May-June-July-August-
Sept.-October-November 8 months @ $122.00 = $976.00

Maryland National Building
and Loan Association, Inc.

By: Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 3rd day of November, 1964, before me, the subscriber, a Notary Public in the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, President - Maryland National Building & Loan Association, Inc., who made oath that the above is a true and correct statement of account.

AS WITNESS my hand and Notarial Seal.

VIVIAN D. SCHAUMLOEFFEL NOTARY PUBLIC Anne Arundel County, Md.

Vivian D. Schaumloeffel
Vivian D. Schaumloeffel, Notary Public

FILED

1964 NOV 17 PM 2:45

7

MICHAEL DEMYAN
Attorney at La[illegible]
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE LEASEHOLD PROPERTY

Lots 59 and 92, Linthicum Heights, as shown on Plat filed among the Plat Records of Anne Arundel County, formerly filed in Cabinet 2, Rod B-4, Plat 32; now filed in Plat Book No. 11, folio [illegible]-47, and Plat Book No. 28, folio 9.

Property located in Linthicum Heights, Fifth Election District of Anne Arundel County, Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Joseph L. Riggin and Joanne S. Riggin, his wife, dated April 18, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 182 (default having occurred thereunder), the undersigned, the assignee for the purpose of foreclosure, will sell at public auction, at the Court House Door, Annapolis, Maryland, on

MON., DEC. 7, 1964, AT 11:00 O'CLOCK A.M.

All those lots of ground situate, lying and being in Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING all those lots known and designated as Lot number fifty-nine (59) and Lot number ninety - two (92), "Linthicum Heights" as shown on Plat filed among the Plat Records of Anne Arundel County, formerly filed in Cabinet 2, Rod B-4, Plat 32; now filed in Plat Book No. 11, folio 46-47, and Plat Book No. 28, folio 9.

No. M

8

BEING ALSO the same lots of ground which by Deed dated April 18, 1959, were conveyed by Tracy B. Schoonmaker and E. Lorriane Schoonmaker, his wife, to Joseph L. Riggin and Joanne S. Riggin, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 180.

SUBJECT to an annual ground rent of Ninety - Six Dollars ($96.00), paylable semi-annually on the 15th days of April and October of each and every year.

IMPROVEMENTS: A One-Story Frame Ranch-Type Dwelling.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

MICHAEL DEMYAN
Assignee for the Purpose of Foreclosure
ROBERT H. CAMPBELL,
Auctioneer D-3

OFFICE F

Maryland Gazette

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

LIBER 161 PAGE 286

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 8, 1964

We hereby certify, that the annexed Mortgage Sale No. 16,765 Eq. Joseph L. Riggin

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 7th day of December, 1964. The first insertion being made the 19th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 DEC -8 PM 1:26
By [illegible]

LIBER 161 PAGE 287

MARYLAND CASUALTY COMPANY

No. 16,765 Equity

Bond No. 92-947129

BOOK 13 PAGE 67

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and the MARYLAND CASUALTY COMPANY, a Corporation duly established under the laws of the state of Maryland, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Dollars, ($14,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of December, 1964.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Assignee for the purpose of foreclosure of a certain Mortgage recorded among Mortgage Records of Anne Arundel County, Maryland, from Joseph L. Riggin and Joanne S. Riggin, His Wife, to the Maryland National Building and Loan Association, (the Mortgagor being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland, in Equity, Case No. 16,765.

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounded Michael Demyan does and shall well and faithfully perform the trust reposed in him as Assignee to foreclosure the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Betty K. Harris
BETTY K. HARRIS

Michael Demyan (SEAL)
MICHAEL DEMYAN

MARYLAND CASUALTY COMPANY

By William Kelly (SEAL)
ATTORNEY-IN-FACT

The above bond is this 23rd day of February at 11:40 o'clock A.M. approved.

Louis N. Phipps, Clerk

FILED

1965 FEB 23 AM 11:04

MICHAEL DEMYAN
Attorney at Law
16 Crain Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE LEASEHOLD PROPERTY

Lots 59 and 92, Linthicum Heights, as shown on Plat filed among the Plat Records of Anne Arundel County, formerly filed in Cabinet 2, Rod B-4, Plat 32; now filed in Plat Book No. 11, folio 46-47, and Plat Book No. 28, folio 9.

Property located in Linthicum Heights, Fifth Election District of Anne Arundel County, Maryland, improvements known as No. 312 Chestnut Road.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Joseph L. Riggin and Joanne S. Riggin, his wife, dated April 18, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 182 (default having occurred thereunder), the undersigned, the assignee for the purpose of foreclosure, will sell at public auction, on the premises, 312 Chestnut Road, Linthicum Heights, Maryland, on

TUESDAY, FEBRUARY 23, 1965 AT 1:30 O'CLOCK P.M.,

All those lots of ground situate, lying and being in Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

No. 10

BEING all those lots known and designated as Lot number fifty-nine (59) and Lot number ninety - two (92), "Linthicum Heights" as shown on Plat filed among the Plat Records of Anne Arundel County, formerly filed in Cabinet 2, Rod B-4, Plat 32; now filed in Plat Book No. 11, folio 46-47, and Plat Book No. 28, folio 9.

BEING ALSO the same lots of ground which by Deed dated April 18, 1959, were conveyed by Tracy B. Schoonmaker and E. Lorraine Schoonmaker, his wife, to Joseph L. Riggin and Joanne S. Riggin, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 180.

SUBJECT to an annual ground rent of Ninety-Six Dollars ($96.00), payable semi-annually on the 15th days of April and October of each and every year.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 288

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 17, 1965

We hereby certify, that the annexed

Mortgage Sale

Joseph L. Riggin

No. 16,765

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 23rd day of February, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
FEB 23 PM 3:58

By H. Tilghman

IMPROVEMENTS: A One-Story Frame, Ranch - Type Dwelling.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any and all other assessments to be adjusted to date of sale.

MICHAEL DEMYAN
Assignee for the Purpose of Foreclosure

ROBERT H. CAMPBELL
Auctioneer

F-18

LIBER 161 PAGE 290

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOSEPH L. RIGGIN and	:	ANNE ARUNDEL COUNTY
JOANNE S. RIGGIN, his wife	:	NO. 16,765 EQUITY

. . . . . .

AGREEMENT AND AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Joseph R. Collins & Barbara Collins, who first being duly sworn, made oath in due form of law, as follows:

1. That he has purchased the property sold at public auction in the above entitled cause at and for the sum of $13,000.00, a deposit of $750.00 made at the time and place of sale; and agreed to comply with the terms of sale set forth in the advertisement of sale; said sale was fairly made.

2. That he was not acting for anyone as agent and had made the purchase for his own use and benefit.

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 said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Betty K. Harris
BETTY K. HARRIS
Notary Public

Joseph R. Collins
Joseph R. Collins
Barbara B. Collins
Barbara B. Collins
Purchaser

BETTY K. HARRIS · ANNE ARUNDEL CO. · NOTARY PUBLIC

FILED
1965 FEB 24 PM 12:03

IN THE MATTER OF THE	LIBER 161 : PAGE 291	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOSEPH L. RIGGIN and	:	ANNE ARUNDEL COUNTY
JOANNE S. RIGGIN, his wife	:	NO. 16,765 EQUITY

. . . . . .

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Michael Demyan, Assignee for the purpose of foreclosure of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Joseph L. Riggin and Joanne S. Riggin, his wife, to Maryland National Building and Loan Association, Inc., a body corporate of the State of Maryland, dated April 18, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 182, the said Michael Demyan, Assignee for the purpose of foreclosure, default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and 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, 312 Chestnut Road, Linthicum Heights, Maryland, on Tuesday, February 23, 1965, at 1:30 o'clock P. M., and then and there sold the said property to JOSEPH R. COLLINS and BARBARA B. COLLINS, his wife - - - - at and for the sum of Thirteen Thousand - - - - - - - - - - - - - - - - - - - ($13,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All those lots of ground situate, lying and being in Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING all those lots known and designated as Lot number fifty-nine (59) and Lot number ninety-two (92), "Linthicum Heights",

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1965 FEB 24 PM 12:03

as shown on Plat filed among the Plat Records of Anne Arundel County, formerly filed in Cabinet 2, Rod B-4, Plat 32; now filed in Plat Book No. 11, folio 46-47, and Plat Book No. 28, folio 9.

BEING ALSO the same lot of ground which by Deed dated April 18, 1959, were conveyed by Tracy B. Schoonmaker and E. Lorriane Schoonmaker, his wife, to Joseph L. Riggin and Joanne S. Riggin, his wife, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1289, folio 180.

SUBJECT to an annual ground rent of Ninety-Six Dollars ($96.00), payable semi-annually on the 15th days of April and October of each and every year.

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

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully Submitted

Michael Demyan

Michael Demyan
Assignee for the Purpose of Foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, 1964, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHAEL DEMYAN, Assignee for the Purpose of Foreclosure, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the bestof his knowledge and belief.

WITNESS my hand and Notarial Seal.

Betty K. Harris

BETTY K. HARRIS
Notary Public

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ORDER NISI

LIBER 161 PAGE 293

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOSEPH L. RIGGIN
AND JOANNE S. RIGGIN, HIS WIFE
xxxxxx

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,765 Equity

Ordered, this 24th day of February, 19 65, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $ 13,000.00

Fred H. Phipps Clerk.

True Copy,

TEST: Clerk.

Michael Demyan, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Mar. 4th Edition

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOSEPH L. RIGGIN AND
JOANNE S. RIGGIN, HIS WIFE
xxxxxx

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 19 65 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED
1965 APR -7 AM 11: 25

14

LIBER 161 PAGE 294

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,765 EQUITY

In The Matter Of The Mortgaged Real Estate Of
JOSEPH L. RIGGIN And
JOANNE S. RIGGIN, His Wife

Ordered, this 24th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided; a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $13,000.00

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

M-25

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 26, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,765
Joseph L. Riggin

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 MAR 29 PM 1:16

No. M.G. 5718

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH L. RIGGIN AND JOANNE S. RIGGIN, HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,765 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 26 AM 10: 10

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of May, 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 MAY 12 PM 2: 23

16

Dr. Mortgaged Real Estate of Joseph L. Riggin and

Joanne S. Riggin, his wife

In Acct. with Michael Demyna, Assignee

				Cr.			
By	Amount of sale as per Assignee's Report						
	of Sale filed			13,000	00		
By	Interest 6% on deferred payment,						
	$12,250.00 from 2/23/65 to 4/14/65			104	04		
By	Adjustment, sanitary charges from 2/23/65						
	to 12/31/65			45	75		
By	Adjustment, ground rent			13	37		
						13,163	16
To	Assignee, for fee, viz	50	00				
To	Assignee, for commission	420	00				
				470	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	50				
	Auditor, this account	40	00				
				81	50		
To	Assignee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	162	00				
	Maryland Casualty Co. - bond	56	00				
	Robert H. Campbell, auctioneer's fee	35	00				
	Clerk, recording short assignment	1	00				
	Adjustment, taxes from 1/1/65 to 2/23/65	23	86				
	½ Federal and State Revenue Stamps	21	45				
				299	31		
To	Maryland National Building & Loan Assoc.,						
	Mortgagee in full, for Mortgage claim	11,636	41				
	Interest 6% on principal balance						
	$11,240.91 from 12/1/64 to 5/15/64	309	12				
				11,945	53		
To	Herbert R. Grove, on account of second						
	mortgage claim filed	366	82				
				366	82		
						13,163	16

JESSE K. GREENBAUM *
2213 Reisterstown Road
Baltimore, Maryland
and *
FRANCES GREENBAUM
2213 Reisterstown Road
Baltimore, Maryland *
and
Alfred B. COHEN
2504 Taney Road *
Baltimore, Maryland
and
HILDA COHEN *
2504 Taney Road
Baltimore, Maryland
*
Plaintiffs

VS. *

G. ROBERT TIPPETT
215 Magnolia Avenue *
Pasadena, Maryland
and
CHRISTINA TIPPETT *
215 Magnolia Avenue
Pasadena, Maryland
*
Defendants

*

LIBER 161 PAGE 297

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,946.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of JESSE K. GREENBAUM, FRANCES GREENBAUM, ALFRED B. COHEN, and HILDA COHEN, by STANLEY KANTOR, their attorney, respectfully represents unto Your Honor:

1. That on the 29th day of December, 1961, the Plaintiffs and the Defendants entered into a contract of sale for a house known as 215 Magnolia Avenue, Pasadena, Maryland, under a Land Installment Contract which is attached hereto and prayed to be made a part hereof, and marked as Plaintiffs' Exhibit No. 1.

2. That the Defendants are in default in the payments under said contract

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1965 JAN 21 AM 9:42

and on November 24, 1964 the Defendants were more than four (4) months in arrears and no payment has been made since that date and on said date a notice was given to the Defendants to comply within thirty (30) days or their rights under the contract would be terminated, a copy of said letter being attached hereto and prayed to be made a part hereof, and marked Plaintiffs' Exhibit No. 2.

YOUR PETITIONERS therefore pray that a decree may be passed for the sale of said property in accordance with Article 21 Sections 117-123 of the ANNOTATED CODE OF MARYLAND.

AND, AS IN DUTY BOUND, ETC.

JESSE K. GREENBAUM

STANLEY KANTOR
1303 Court Square Building
Baltimore, Maryland 21202
685:2077
Attorney for Plaintiffs

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of January, 1965, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared JESSE K. GREENBAUM, and he made oath in due form of law that the matters and facts contained in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

ELEANOR WARD NOTARY PUBLIC BALTIMORE, MD.

NOTARY PUBLIC

PLAINTIFF'S EXHIBIT # 1

R. E. B. No. 3
As Amended 4/17/61

Standard Land Installment Contract

Approved by Real Estate Board of Greater Baltimore

This Agreement of Sale, made this 29 day of December, 19 61, between JESSE K. GREENBAUM and FRANCES GREENBAUM, his wife, who reside at 114 Croftly Road, and ALFRED B. COHEN and HILDA COHEN, his wife, who resides at 2504 Taney Road and whose post-office address is 1394 W. North Avenue Seller, and G. ROBERT TIPPETT and CHRISTINA TIPPETT, his wife who resides at 215 Magnolia Avenue, Pasadena, Maryland and whose post-office address is 215 Magnolia Avenue, Pasadena, Maryland, Buyer.

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Pasadena, Maryland, and known as 215 Magnolia Avenue, in fee simple.

at and for the cash price of - - - - - - - - - - - - - - - - (a) $ 9830.00

Fees and other charges, if any - - - - - - - - - - - - - - - - (b) $ 25.00

Cost to Buyer of insurance coverage, if any, from date of contract, for the payment of which credit is to be extended to Buyer - - - - - (c) $ 22.14

Insurance, covering loss by fire,

in the amount of $ 10,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires July 1962

Total Purchase Price (Sum of Items (a), (b) and (c) above) - - - - (d) $ 9877.14

Paid on account by Buyer at or before execution of this contract - - - (e) $

Principal balance owed by Buyer (Item (d) less Item (e)) - - - - - (f) $ 9877.14

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at (Place of payment) 1394 W. North Avenue, Baltimore 17, Maryland in consecutive (monthly) ~~(XXXXX)~~ installments of $ 80.00 each, which shall severally become due and payable on the 1st day of each and every (month) ~~(XXX)~~ beginning with the first installment due on the 1st day of November, 1961.

Interest at 6 % per annum (not to exceed 6% per annum) on present unpaid balance of purchase price.

Annual Ground Rent (if any)	$ —— cm
Present Annual Taxes	$ 99.00
Estimated Annual Water Rent	$ —— cm
Insurance Premiums	$ 22.14
Other Public Charges, as follows:	$

Said installment payments shall first be applied by the Seller, as provided in Section 112 of Article 21, Annotated Code of Maryland (1957 Ed.) to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

The Seller shall (1) annually within thirty days of the first of each calendar year, or (2) on demand of the Buyer, no more than twice a year, furnish a statement to the Buyer showing:

(a) The total amount paid for—
  (1) Ground rent, if any;
  (2) Insurance;
  (3) Taxes and other periodic charges;
(b) The amount credited to principal and interest; and
(c) The balance due.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for Buyer's obligation under this contract

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1965 JAN 21 AM 9:42

3.

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in, and referred to in, Section 112(7) of Article 21, Annotated Code of Maryland (1957 Ed.). When any mortgage or mortgages is or are executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 112(7) of Article 21, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

Any such mortgage or mortgages executed under the provisions of the above paragraph shall be for such term as may be required to amortize completely said unpaid principal sum, together with interest at the rate of 6 per cent per annum (not more than six per cent per annum), and the expenses referred to herein, upon the payment of periodic amounts for principal and interest not greater than those required under this contract, except with Buyer's consent, which consent may be evidenced by Buyer's execution of such mortgage or mortgages.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller, except as hereinafter set forth:

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 112(6) of Article 21, Annotated Code of Maryland (1957 Ed.).

THE SELLER ~~has~~/has not received written notice from any public agency requiring repairs or improvements to be made to the property herein described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes (including Metropolitan District charges for water and sewer, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of the date of this contract, or as of the date the right of possession shall be given, if later than the date of this contract; and the said parties hereto hereby bind themselves, their heirs, executors, administrators and assigns, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sections 113 and 115 of Article 21, Annotated Code of Maryland (1957 Ed.), and Rule 1394, Maryland Rules of Procedure. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Section 115 of Article 21. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law, and recordation tax and transfer tax, where required by law, shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

Witness ..... Seller's Signature ..... (SEAL)

Witness ..... Seller's Signature ..... (SEAL)

Witness ..... Seller's Signature ..... (SEAL)

Date signed by Seller, ... 12/29 ....., 19 61.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Witness ..... Buyer's Signature ..... (SEAL)

Witness ..... Buyer's Signature ..... (SEAL)

Date signed by Buyer, ... Dec. 29 ....., 19 61.

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

..... 29 ..... **day of** ..... Dec. ....., 19 61.

Witness ..... Buyer

Witness ..... Buyer

4

PLAINTIFFS EXHIBIT #2

[illegible] GREENBAUM
INSURANCE
[illegible]
[illegible] 17, MARYLAND
[illegible]

LIBER 161 PAGE 303

REGISTERED # 359322

Mr. & Mrs. Gerald Tippett
215 Magnolia Ave.
Pasadena, Md.

11/24/64

Dear Mr. & Mrs. Tippett:

As of this date your account on your home is in default the sum of $344.60 (Three hundred & forty-four) dollars.

I find that I must now insist that said account be brought up to date before 30 (Thirty) days expire or I will have to take legal action.

I regret to have to take this action but you must realize that I have notified you many times regarding your delinquent account and have been promised many times that said account would be brought up to date, but instead, it has gone from bad to worse and dropped further behind.

Please call me at once regarding this matter.

Yours truly,

[illegible]

[illegible] INSTRUCTIONS TO DELIVERING EMPLOYEE
Deliver ONLY to addressee
☐ Show address where delivered
(Additional charges required for these services)

RETURN RECEIPT
Received the numbered article described on other side

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

[illegible]

SIGNATURE OF ADDRESSEE'S AGENT IF ANY

[illegible]

DATE DELIVERED | ADDRESS WHERE DELIVERED (only if requested in item 21)

[illegible]

FILED
1965 JAN 21 AM 9:42

5

LIBER 161 PAGE 304

JESSE K. GREENBAUM, et al	*	IN THE CIRCUIT COURT
VS.	*	OF
G. ROBERT TIPPETT and CHRISTINA TIPPETT	*	ANNE ARUNDEL COUNTY
	*	No. 16,946 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND,
TO WIT:
CITY OF BALTIMORE,

I HEREBY CERTIFY, That on this 15th day of January, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, Jesse K. Greenbaum, Plaintiff, in the above entitled cause, and made oath in due form of law that the Defendants, G. Robert Tippett and Christina Tippett are residents of Anne Arundel County and are not in the military service of the United States of America.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, this 15th day of January, 1965.

Eleanor Ward
Eleanor Ward - Notary Public

FILED
1965 JAN 21 AM 9:42

6

STATEMENT OF ~~MORTGAGE~~ Land Installment Contract CLAIM

LIBER 161 PAGE 305

JESSE K. GREENBAUM, et al

vs.

G. ROBERT TIPPETT and

CHRISTINA TIPPETT, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

Anne Arundel County

No. 16,946 Equity

STATEMENT OF ~~MORTGAGE~~ Land Installment Contract DEBT

Contract Price	$9,877.14
Less - Payments	2,328.00
	7,549.14
Interest	1,575.04
BALANCE DUE	$9,124.18

Jesse K. Greenbaum

Jesse K. Greenbaum

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of January 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 Jesse K. Greenbaum 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

1965 JAN 21 AM 9:42

As witness my hand and Notarial Seal

Eleanor Ward

Eleanor Ward - *Notary Public.*

7

JESSE K. GREENBAUM, et al	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
G. ROBERT TIPPETT and CHRISTINA TIPPETT	*	_____ Term, 1965

No. 16,946 Equity

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It, is, Thereupon, This 21st day of January, in the year nineteen hundred and sixty-five, by the Circuit Court of Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the property known as 215 Magnolia Avenue, Pasadena, Maryland, mentioned in the Land Installment Contract, be sold, at or after giving notice as required by Article 66, Sections 7-15 inclusive of the Annotated Code of Maryland; that Stanley Kantor 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 Nine Thousand Two Hundred ($9, 200. 00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice at lease once in each week for three successive weeks, the first publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, by advertisement, inserted in such daily 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 $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 these proceedings relative to the sale; with an affidavit annexed of the truth thereof,

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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 be a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and purchaser under land installment contract, 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 land installment contract claim, duly verified by affidavit, as required by law, be filed in said cause.

JUDGE

FILED
1965 JAN 22 PM 1:07

9

Stanley Kantor, Solicitor
1303 Court Square Building,
Baltimore 2, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE IMPROVED PROPERTY

KNOWN AS NO. 215 MAGNOLIA AVE., PASADENA, ANNE ARUNDEL COUNTY, MD.

By virtue of a decree of the Circuit Court for Anne Arundel County in equity No. 16946 signed January 21st, 1965. The undersigned trustee will sell at public auction on the premises—

WEDNESDAY, FEBRUARY 24th, 1965 AT 1 O'CLOCK P.M.

All that lot of ground and the improvements thereon situated in Anne Arundel County and described as follows—Being known and designated as lots No. 19 — 20 in Block 9 on the plat of Pasadena. Recorded in the land records of Anne Arundel County in Liber G.T.C. No. 1521, Folio No. 177. Improved by a frame dwelling. Lots 50' x 100' more or less, in fee simple.

Full particulars will be announced at time of sale. Terms of sale Cash. A deposit of $500.00 required at time and place of sale. Balance cash upon ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from date of sale to day of settlement. Taxes and all other charges, including Sanitary District charges, if any, to be adjusted to day of sale.

Subject also to such covenants, conditions, and restrictions of record, if any, as may effect said lot of ground.

No. 10

STLANEY KANTOR, Trustee
T.C.W. HOBBS, Auctioneer

F-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 308

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed

Trustee's Sale
No. 215 Magnolia Ave
Eq. No. 16,946

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 24th day of February, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 FEB 23 PM 3:58

By H. Tilghman

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 161 PAGE 309

BOOK 13 PAGE 74

Stanley Kantor

versus

Gerald Tippett and
Christine Tippet, his wife

BOND OF TRUSTEE TO SELL

No. 16,946 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Stanley Kantor
1300 Court Square Building, Baltimore, Maryland 21202

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 Nine Thousand Two Hundred and 00/100---------- Dollars ($9,200.00) 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 16th day of February in the year of our Lord one thousand, nine hundred and sixty-five.

WHEREAS THE ABOVE BOUNDEN Stanley Kantor

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Stanley Kantor

versus

Gerald Tippett and
Christine Tippett, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

Stanley Kantor

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

Stanley Kantor, Trustee (SEAL)
Stanley Kantor, TRUSTEE (SEAL)
(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By H. Edmund Koehler
H. Edmund Koehler, Attorney

Bond approved this 24th day of February, 1965
James V. Phipps, Clerk

FILED
1965 FEB 24 PM 12:23

11

LIBER 161 PAGE 310

REPORT OF SALE

GREENBAUM, et al	*	IN THE CIRCUIT COURT
VS.		FOR ANNE ARUNDEL COUNTY
	*	
G. ROBERT TIPPETT, et ux		No. 16, 946 EQUITY
	*	

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Stanley Kantor, Trustee, appointed by the decree in the above entitled cause to make sale of fee simple property known as 215 Magnolia Avenue, Pasadena, Maryland, in the proceedings in said cause mentioned respectfully shows, that after giving bond with security for the faithful discharge of his trust as presecribed 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 newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 24th day of February, 1965, at 1:00 o'clock p. m., attend on the premises and then and there sold the property 215 Magnolia Avenue, Pasadena, Anne Arundel County, Maryland, at and for the price of Seven Thousand Five Hundred ($7,500.00) Dollars, to Jesse H. Greenbaum, 2213 Reisterstown Road, Baltimore, Maryland, said sum being the highest offer made.

Stanley Kantor Trustee

STANLEY KANTOR, Trustee

State of Maryland, Baltimore City, To Wit:

I HEREBY CERTIFY, that on this 3rd day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Stanley Kantor, 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.

Eleanor Ward

Eleanor Ward - Notary Public

FILED

1965 MAR -4 AM 9:23

12

ORDER NISI

LIBER 161 PAGE 311

JESSE K. GREENBAUM, ET AL

versus

G. ROBERT TIPPETT, ET UX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,946 Equity

Ordered, this 4th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by Stanley Kantor, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of April next.

The report states that the amount of sale was $ 7,500.00

Louis N. Phipps Clerk.

True Copy,

STANLEY KANTOR, Atty.

(Final Order)

TEST: Clerk.

FOR: MARYLAND GAZETTE Mar. 18 Edition

JESSE K. GREENBAUM, ET AL

versus

G. ROBERT TIPPETT, ET UX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of April, 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.

George Sachse

JUDGE.

FILED

1965 APR 21 PM 12:27

13

T. C. W. Hobbs
GENERAL AUCTIONEER

LEXINGTON 9-5930
OLDFIELD 3-4464

3607 FIELDSTONE ROAD · RANDALLSTOWN, MARYLAND

LIBER 161 PAGE 312

February 24, 1965.

Stanley Kantor, Trustee,
1303 Court Square Building,
Baltimore, 2, Md.

Dear Sir:-

I wish to report the sale of fee-simple, improved property No.215 Magnolia Avenue, Pasadena, Anne Arundel Co. Md. (Equity #16946, known as lots #19 and 20,block #9), which I sold at public auction today to Jesse H.Greenbaum, 2213 Reisterstown Road, Baltimore, 17, Md. for the sum of Seventy-five Hundred Dollars.

Respectfully yours,

T.C.W.Hobbs, Auctioneer.

TCWH/r

FILED

1965 MAR 17 AM 10: 01

14

Trustee's Sale of —
Fee Simple property
#215 Magnolia ave. Pasadena
A. A. Co. Md.
Sold for Stanley Kantor Trustee

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold for $7500.00 (Signed) T. C. W. Hobbs
Auctioneer
Feb. 24-65

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 26 day of Feb., 1965.

Robert F. Ford
Notary Public

FILED
1965 MAR 17 AM 10:01

15

Trustee's Sale
Valuable Fee-simple property
#215 MAGNOLIA. AVE PASADENA.
ANNE ARUNDLE. Co. MD DECREE
IN EQUITY #16946 CIRCUIT COURT,
FOR A.A. Co. MD.
STANLEY. KANTOR. TRUSTEE

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTON ROAD
RANDALLSTOWN, MARYLAND

Feb. 24 - 1965

LIBER 161 PAGE 314

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 24th day of FEBRUARY 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Jesse Greenbaum, of 2213 Westerstown Rd Balto. 17 Md purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said FEE-SIMPLE PROPERTY #215 MAGNOLIA, AVE. PASADENA. A.A. Co. MD mentioned in the said Report of Sale.

Sold for $7,500.00

Jesse Greenbaum (SEAL) T. C. W. Hobbs
Purchaser Notary Public

My Commission expires June 3 - 1964

FILED
1965 MAR 17 AM 10:01

14

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,946 Equity
JESSE K. GREENBAUM,
ET AL

versus

G. ROBERT TIPPETT,
ET UX

Ordered, this 4th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Stanley Kantor, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of April next.

The report states that the amount of sale was $7,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 315

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,946 G. Robert Tippett, Et Ux

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 April, 1965. The first insertion being made the 18th day of March, 1965.

FILED 1965 APR 15 AM 10:00

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

17 No. M.G. 4257

LIBER 161 PAGE 316

In the Case of

JESSE K. GREENBAUM,
FRANCES GREENBAU, ET AL

VS.

G. ROBERT TIPPETT, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 16,946 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 28 PM 2:12

All of which is respectfully submitted.

Arthur Andersen & Co.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of May, 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 C. Jankowski, deputy

FILED
1965 MAY 17 AM 11:14

18

19

Dr. Real Estate of G. Robert Trippett and Christina Tippett, his wife

In Acct. with Stanley Kantor, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report of Sale filed			7,500	00		
By	Interest, 6% on deferred payment, $7,000.00 from 2/24/65 to 4/23/65			75	00		
						7,575	0
	Trustee waives fee and commissions						
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	58	32				
	Fidelity & Casualty Co. of New York-bond	38	00				
	T. C. W. Hobbs, auctioneer's fee	35	00				
				131	32		
To	Jesse K. Greenbaum, Frances Greenbaum, Alfred B. Cohen and Hilda Cohen, Sellers, on account of claim filed	7,370	68				
				7,370	68		
						7,575	00
	Balance due on Land Installment Contract, as per claim filed	9,124	18				
	Interest 6% on principal balance $7,549.14 from 1/16/65 to 5/14/65	150	98				
		9,275	16				
	Credit amount allowed above	7,370	68				
	This amount subject to decree in personam	1,904	48				

E-116—1M—4-63.

LIBER 161 PAGE 318

PETITION FOR SALE OF PROPERTY

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

Vs.

PAUL E. JAMES and
MARTHAH. JAMES, his wife
708 Old Stage Road
Glen Burnie Park, Maryland
Defendants

Docket_____ Folio_____

Case No. 16,923 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 10th day of April A.D. 1957 the defendants Executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9,750.00 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

1965 JAN 14 AM 9:24

City or County Form.

LIBER 1111 PAGE 586

LIBER 161 PAGE 319
No. 16,923

This Mortgage, Made this 10th day of April, in the year one thousand, nine hundred and fifty-seven, between Paul E. James and Martha H. James, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor s, and THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor s, being member s of said body corporate, ha ve received therefrom an advance of nine thousand seven hundred fifty ($9,750.00) ---------- Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five & one-half per cent (5½%) per annum in the manner following:

By the payment of Eighty-seven and 33/100---------- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

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

BEGINNING for the same and being known and designated as Lot No. 3, Block A, as shown on Plat of Glen Burnie Park, Section One, recorded among the Land Records of Anne Arundel County in Plat Book 26, folio 1. Improvements thereon being known as No. 708 Old Stage Road.

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 The A to Z Company unto the herein mortgagors.

FILED

1965 JAN 14 AM 9:24

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of $96.00, payable half-yearly on the 10th days of October and April in each and every year.

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five & one-half per cent. (5½ %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagors hereby consent that a decree may be passed for the sale of said property, (such sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) or this Mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or J. PURDON WRIGHT, its duly constituted Attorney or Agent. 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 in the event of the institution of any such foreclosure proceedings which are thereafter dismissed and/or satisfied prior to the sale of the property as herein provided, commissions, as allowed by law to the party advertising said property for sale, as well as an attorney's fee of $100 shall be due and shall be paid by whomever shall pay the amount due on said Mortgage before sale. Should, however, said property be sold under the powers herein granted, the proceeds realized from said sale shall be applied as follows: (1) to the payment of all expenses incident to such sale, including an attorney's fee of $100 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 aforesaid; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS:

Minnie M. Gary

Harry H Weeks

Paul E. James (SEAL)

(SEAL)

Martha H. James (SEAL)

(SEAL)

5

LIBER 161 PAGE 322

LIBER 1111 PAGE 589

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of April, 1957, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Paul E. James ~~and Martha H. James, his wife~~ one of the herein mortgagors and he acknowledges the aforegoing mortgage to be his act.

~~and they acknowledged the aforegoing mortgage to be their act~~ At the same time also appeared Urban J. B. Link, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Minnie M. Cary
~~Notary Public~~
Minnie M. Cary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of April 1957 before me the Subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Martha H. James, one of the herein mortgagors and she acknowledged the aforegoing mortgage to be her act.

WITNESS my hand and Notarial Seal.

My commission expires 5/6/57

Harry H. Meeks
Notary Public

Rec'd for record Apr 12 1957 at 11:18 A.M.

Mailed to American Nat'l Bldg & Loan Assn of Balto. City

MORTGAGE

FROM

Paul E. James and Martha H. James, his wife

TO

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BLOCK NO. 985

Received for Record ____ Same day recorded in Liber 1111 Folio ____ one of the Land Records of Baltimore City and examined per ____, Clerk

Cost of Record, $ 10.00

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

The Daily Record Company, Baltimore, Md.

LIBER 161 PAGE 323

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Plaintiff

VS.

PAUL E. JAMES and
MARTHA H. JAMES, his wife
708 Old Stage Road
Glen Burnie Park, Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~XXXXXXXX~~ COUNTY

Docket No. 16,923 Equity, Folio .....

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL ~~XXXXXXXX~~ COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the 13th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel ~~XXXXXXXX~~ 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
Sue C. Quasny, Notary Public

Howard I. Scaggs
Howard I. Scaggs, Affiant
President, The American National Building and Loan Association of Baltimore City

FILED
1965 JAN 14 AM 9:24

6

E-118—1 M—7-64.

LIBER 161 PAGE 324

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

vs.

PAUL E. JAMES and
MARTHA H. JAMES, his wife
708 Old Stage Road
Glen Burnie Park, Maryland
Defendants

IN THE

Circuit Court for [redacted] ANNE ARUNDEL County

IN EQUITY

No. 16,923 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Laon Association of Baltimore City

under the mortgage from Paul E. James and Martha H. James

to The American National Building and Loan Association of Baltimore City

dated the 10th day of April, 1957, and recorded among the Land Records of [redacted] Anne Arundel County in Liber GTC No. 1111 Folio 586

Principal Balance as of September 30, 1964	$ 8,080.48
Interest to February 28, 1964	185.15
	$ 8,265.63
Credit Balance in Expense Account	224.28
TOTAL BALANCE DUE	$ 8,041.35

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs

Howard I. Scaggs, President

STATE OF MARYLAND, COUNTY OF [redacted] ANNE ARUNDEL Sct.

I HEREBY CERTIFY, that on this 13th day of January in the year nineteen hundred and sixty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of [redacted] 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

Sue C. Quasny, Notary Public

FILED

1965 JAN 14 AM 9:24

E-117—1M—10-63.

LIBER 161 PAGE 325

Decree in Circuit Court for Baltimore County.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

Vs.

PAUL E. JAMES and
MARTHA H. JAMES, his wife
708 Old Stage Road
Glen Burnie Park, Maryland
Defendants

DOCKET _____ FOLIO _____

CASE NO. 16,923

FILED _____

IN THE

CIRCUIT COURT

FOR
ANNE ARUNDEL
[redacted] **COUNTY**

_____ 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 19th day of January in the year nineteen hundred and sixty-five by the Circuit Court of [redacted] 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 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 $9000.00 ~~Value~~ Fair 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.

J. Purdon Wright
JUDGE

FILED
1965 JAN 19 AM 10:35

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
vs.	ANNE ARUNDEL COUNTY
PAUL E. JAMES and MARTHA H. JAMES, his wife 708 Old Stage Road Glen Burnie Park, Maryland Defendants	IN EQUITY Case No. 16,923 Docket No. 22, folio 345

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 18th day of January, 1965, Your Petitioner was duly appointed Trustee by Decree of this Honorable Court to conduct the foreclosure proceedings on the leasehold premises known as 708 Old Stage Road, Glen Burnie Park, Anne Arundel County, Maryland, in these proceedings mentioned.

2. That pursuant to said Decree, the auction sale has been scheduled for Monday, March 8th, 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 proceedings and the property to be sold herein.

FILED

1965 FEB 24 PM 12:07

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 23rd day of February, 1965, 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 andfacts 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
Sue C. Quasny
Notary Public

10

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.	
PAUL E. JAMES and MARTHA H. JAMES, his wife 708 Old Stage Road Glen Burnie Park, Maryland Defendants	IN EQUITY Case No. 15.923 Docket No. 22, Folio 345

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 25th day of February, 1965, by the Circuit Court for Anne Arundel County

ORDERED 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 January 18th, 1965, the Substitute Trustee to file approved Bond in accordance with the aforesaid Decree .

JUDGE

FILED

1965 FEB 25 PM 2:47

Judicial 10—MARYLAND—TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 161 PAGE 329

BOOK 13 PAGE 76

American National Building and Loan Association of Baltimore City

versus

Paul E. James and Martha H. James, his wife

Sub-
BOND OF TRUSTEE TO SELL

Real Estate

No. 16,923 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 Nine Thousand and 00/100 - Dollars ($9,000.00) 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 15th day of February in the year of our Lord one thousand, nine hundred and sixty-five.

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 has been appointed Sub-trustee to sell Real Estate mentioned in the proceedings in the case of

American National Building and Loan Association of Baltimore City

versus

Paul E. James and Martha H. James, his wife

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.

Carol A. Schleupner — J. Purdon Wright, Jr. (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Burns
Robert J. Burns
Attorney in fact

Carol A. Schleupner
Carol A. Schleupner
Witness as to Surety

Bond approved this 25th day of February, 1965

James H. Phelps, Clerk

FILED

1965 FEB 25 PM 3:26

UM—5-59.

LIBER 161 PAGE 330

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

VS.

PAUL E. JAMES and
MARTHA H. JAMES, his wife
708 Old Stage Road
Glen Burnie, Maryland
Defendants

IN THE

Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY.

Docket 22 folio 345
Case No. 16,923 Equity

AMENDED

STATEMENT OF MORTGAGE DEBT

AMENDED Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City

under the mortgage from Paul E. James and Martha H. James, his wife

to The American National Building and Loan Association of Baltimore City

dated the 10th day of April, 19, 57, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 1111 Folio 586

Principal Balance as of 9/30/64	$ 8,080.48
Interest to 2/28/65	185.15
	$ 8,265.63
Credit Balance in Expense Account	149.28
TOTAL BLANCE DUE	$ 8,116.35

8080.48
149.28
931.20

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ ANNE ARUNDEL, Sct.

I HEREBY CERTIFY, that on this 26th day of February in the year nineteen hundred and sixty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ Anne Arundel County ~~aforesaid~~, 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
Sue C. Quasny, Notary Public

FILED
1965 MAR -1 AM 11:03

13

LIBER 161 PAGE 331

_____	*	IN THE
_____	*	CIRCUIT COURT
vs.	*	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: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 9th Day of March, 1965

Beverly Kohn
Notary Public

FILED

1965 MAR 11 PM 3:55

14

LIBER 161 PAGE 332

VS

J. PURDON WRIGHT,
Solicitor
345 St. Paul Place
Balto. 2, Md.

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY.

708 OLD STAGE RD.
Now known as
709 OLD STAGE RD.
Glen Burnie Park,
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court of Anne Arundel County, In Equity, Docket 22, Folio 345, the undersigned, Trustee, will sell at public auction on the premises on

MONDAY, MARCH 8, 1965 AT 4 O'CLOCK P.M.

ALL THAT LOT OF GROUND SITUATE and lying in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same and being known and designated as Lot No. 3, Block A as shown on Plat of Glen Burnie Park, Section One, recorded among the Land Records of Anne Arundel County in Plat Book 26, folio 1. The improvements thereon being known as No. 708 Old Stage Road. Subject to an annual ground rent of $96.00 and improved by a modern brick and frame split-level dwelling containing 6 rooms and bath.

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

J. PURDON WRIGHT,
Trustee
Alex Cooper Auctioneers, Inc.
Plaza 2-4868 212 N. Calvert St.
Balto. 2, Md.

M-4

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 8th day of March 1965, sold the property described in the attached advertisement of sale at and for the sum of $10,700.00 to Pyramid Real Estate & Devel Corp he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By [signature]
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 8th day of March 1965, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee at and for the sum of $10,700.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

[signature]
Purchaser

FILED
1965 MAR 11 PM 3:55

15

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 5th day of MARCH, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared FRANK J. MIANO PRES, PYRAMID REAL ESTATE & DEV. CORP, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ [illegible], and that he has not directly or indirectly discouraged anyone from bidding for the said 709 Old STAGE Rd. Anne Arundel County, Md. mentioned in the said Report of Sale.

PYRAMID REAL ESTATE & DEV. CORP.
[illegible] (SEAL) [illegible]
Purchaser Notary Public

JOSEPH A. [illegible] NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1965 MAR 11 PM 3:55

Purchaser

14

E-123—1 M—10-63.

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

VS.

PAUL E. JAMES and
MARTHA H. JAMES, his wife
708 Old Stage Road now k/a 709
Old Stage Road
Glen Burnie Park, Maryland
Defendants

—IN THE—

LIBER 161 PAGE 334

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY IN EQUITY
Docket 22 folio 345 Case No. 16923

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR Anne Arundel ~~BALTIMORE~~ 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 708 Old Stage Road, now known as 709 Old Stage Road 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 Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said Substitute Trustee did pursuant to said notice on Monday the 8th day of March, 1965, at 4:00 o'clock, P. M., attend on the premises and then and there sold said leasehold property unto Pyramid Real Estate and Development Corporation, 95 Aquahart Road, Glen Burnie, Maryland, 21061, at and for the price of $10,700.00, it being the highest bidder at said sale.

J. Purdon Wright, Jr., Substitute Trustee.

State of Maryland, County of Anne Arundel ~~Baltimore~~, *Sct.*

I Hereby Certify, that on this 10th day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel ~~Baltimore~~ 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.

FILED
1965 MAR 11 PM 3:55

Sue C. Quasny, Notary Public J. P

17

ORDER NISI

LIBER 161 PAGE 335

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY A BODY CORPORATE

versus

PAUL E. JAMES AND MARTHA H. JAMES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,923 Equity

Ordered, this 11th day of March, 19 65, 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 19th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of April next.

The report states that the amount of sale was $ 10,700.00

Lorna N. Phipps Clerk.

True Copy,

TEST: Clerk.

J. Purdon Wright, Jr., Atty. FOR: MARYLAND GAZETTE Mar. 18 Edition
(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY A BODY CORPORATE

versus

PAUL E. JAMES AND MARTHA H. JAMES, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of April, 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.

George Sachse JUDGE.

FILED

1965 APR 21 PM 12: 27

18

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-		Case No. 16923 Docket 22 folio 345
PAUL E. JAMES and MARTHA H. JAMES, his wife 708 Old Stage Road, now k/a 709 Old Stage Road, Glen Burnie, Maryland, Defendants	+++	

PETITION TO INCREASE TRUSTEE'S BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Purdon Wright, Jr., Substitute Trustee herein, respectfully represents:

1. That your Petitioner was heretofore appointed Substitute Trustee in the above entitled case to conduct the foreclosure proceedings on the leasehold property mentioned herein known as 708 Old Stage Road, now known as 709 Old Stage Road, Anne Arundel County, Maryland, and your Petitioner filed a bond herein in the amount of $9,000.00.

2. That the aforesaid property was sold at Public Auction on Monday, March 8, 1965, to Pyramid Real Estate and Development Corporation, 95 Aquahart Road, Glen Burnie, Maryland, 21061, at and for the price of $10,700.00 and, as the purchaser of said property was not the mortgagee named in said mortgage, your Petitioner has been advised that, in accordance with Rule H 4 (a) of the Maryland Rules of Procedure, it will be necessary for him to post another bond with the Clerk of this Honorable Court in the additional amount of $1,700.00, thereby making the total bond filed herein equal $10,700.00.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order in the premises authorizing and directing him, as Substitute Trustee herein, to file with the Clerk of this Court

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19

an additional Bond in the penalty of $1,700.00.

AND, AS IN DUTY BOUND, etc.

J. Purdon Wright, Jr., Substitute Trustee

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

I HEREBY CERTIFY that on this 10th day of March, 1965, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared J. Purdon Wright, Jr., Substitute Trustee and made oath in due form of law thatthe matters and facts alleged in the aforegoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my Hand and Notarial Seal.

Sue C. Quasny, Notary Public

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-		
PAUL E. JAMES and MARTHA H. JAMES, his wife 708 Old Stage Road, now known as 709 Old Stage Road Glen Burnie, Maryland, 21061 Defendants	+++	Docket 22 folio 345 Case No. 16923

+++++++++

ORDER

Upon the aforegoing Petition and Affidavit, it is this 12th day of March, 1965, by the Circuit Court for Anne Arundel County

O R D E R E D

That J. Purdon Wright, Jr., Substitute Trustee, be and he is hereby authorized and directed and empowered to increase the amount of his Bond filed in the above proceedings from $9,000.00 to $10,700.00.

J U D G E

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1965 MAR 15 AM 11:09

Additional

Judicial 10—MARYLAND—TRUSTEE TO S

BOOK 13 PAGE 10

LIBER 161 PAGE 339

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

American National Building and Loan Association of Baltimore City

versus

Paul E. James and Martha H. James, his wife

Additional
BOND OF TRUSTEE TO SELL
Real Estate

No. 16,923 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 One Thousand Seven Hundred and 00/100 - - - - - - - - - - - - - - - - - - Dollars ($ 1,700.00) 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 8th day of March in the year of our Lord one thousand, nine hundred and sixty-five.

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 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

Paul E. James and Martha H. James, his wife

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.

Sue C. Quasny — J. Purdon Wright, Jr. (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Carol A. Schleupner
Witness as to Surety

By Robert J. Noeth
Robert J. Noeth
Attorney in fact

Bond approved this 15th day of March, 1965

Louis N. Phipps, Clerk

FILED

1965 MAR 15 PM 12:42

16,923.

J. PURDON WRIGHT,
Solicitor
345 St. Paul Place
Balto. 2, Md.

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

708 OLD STAGE RD.
Now known as
709 OLD STAGE RD.
Glen Burnie Park,
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court of Anne Arundel County, In Equity, Docket 22, Folio 345, the undersigned, Trustee, will sell at public auction on the premises on

MONDAY, MARCH 8, 1965 AT 4 O'CLOCK P.M.

ALL THAT LOT OF GROUND SITUATE and lying in Anne Arundel County, Maryland and described as follows:

BEGINNING for the same and being known and designated as Lot No. 3, Block A as shown on Plat of Glen Burnie Park, Section One, recorded among the Land Records of Anne Arundel County in Plat Book 26, folio 1. The improvements thereon being known as No. 708 Old Stage Road. Subject to an annual ground rent of $96.00 and improved by a modern brick and frame split-level dwelling containing 6 rooms and bath.

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

J. PURDON WRIGHT,
Trustee
Alex Cooper Auctioneers, Inc.
Plaza 2-4868 212 N. Calvert St.
Balto. 2, Md.

M-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 340

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1965

We hereby certify, that the annexed Trustee's Sale 708 Old Stage Road, Glen Burnie Park

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1965. The first insertion being made the 11th day of February, 1965.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1965 MAR 15 PM 4:06

By H. Telghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,923 Equity
THE AMERICAN NATIONAL BUILDING and LOAN ASSOCIATION OF BALTIMORE CITY A BODY CORPORATE
versus
PAUL E. JAMES and MARTHA H. JAMES, his wife

Ordered, this 11th day of March, 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 19th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of April next.

The report states that the amount of sale was $10,700.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-8

No. M. G. 4250

OFFICE OF

Maryland Gazette

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 341

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,923 Paul E. James

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 April, 1965. The first insertion being made the 18th day March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED 1965 APR 15 AM 9:59

In the Case of

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

VS.

PAUL E. JAMES AND MARTHA H. JONES, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,923 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 MAY -4 PM 2:13

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th day of May, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phippen

Clerk

Per: Alice E. Jankowski, deputy

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1965 MAY 20 AM 10:12

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26

Dr. Mortgaged Real Estate of Paul E. James and

Martha H. James, his wife

LIBER 161 PAGE 343

In Acct. with J. Purdon Wright, Jr., Substituted Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			10,700	00		
By	Interest 6% on deferred payment						
	$10,200.00 from 3/8/65 to 4/26/65			81	60		
By	Adjustment, sanitary charges from						
	3/8/65 to 12/31/65			37	87		
						10,819	47
To	Trustee for fee, viz	100	00				
To	Trustee for commission, viz	351	00				
				451	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	37	00				
	Auditor, this account	35	00				
				82	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	81	52				
	U.S. Fidelity & Guaranty Co. - bond	43	00				
	Alex Cooper Auctioneers, Inc., fee	327	50				
	Adjustment, taxes from 1/1/65 to						
	3/8/65 & interest	42	50				
	Adjustment, ground rent, from 10/10/64						
	to 3/8/65	39	56				
	Water Bill	28	30				
				562	38		
To	The American National Building & Loan						
	Assoc. of Baltimore City, Mortgagee in						
	full for mortgage claim	8,116	35				
	Interest 5½% on principal balance						
	$7,931.20 from 3/1/65 to 5/20/65	97	90				
				8,214	25		

To	Paul E. James and Martha H. James,						
	his wife, Mortgagors, excess	1,509	84				
				1,509	84		
						10,819	47

WALTER L. NORMAN Route 1 Box 220 Edgewater, Maryland Plaintiff VS OLIVE KLINE 2821 - 16th St. So. Arlington, Virginia and all persons having or claiming to have any interest in property known as Lot 4 Block R, Selby on the Bay Anne Arundel County, Maryland Defendant	* * * * *	NO. 16,915 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * *

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Walter L. Norman, by William W. Townshend, Jr. and William E. Kirk, his Attorneys, respectfully show:

1. That on December 16, 1964, the Certificate of Tax Sale attached hereto, pertaining to Lot 4 Block R, Selby-on-the-Bay, and marked "Plaintiff's Exhibit No. 1" was issued by Edward N. C. Bradley, Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County, which certificate has been assigned to the Plaintiff herein and is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3229-B - Lots of ground in the First Election District of Anne Arundel County, described as Lot 4, Block R, situated at Selby-on-the-Bay,

which lot, at the time of the tax sale, was assessed to Olive Kline and was conveyed to Olive Kline, in fee simple, by deed dated March 5, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178 Folio 320; and that the amount due to the Collector of Taxes for the State of Maryland Anne Arundel County on the day of the tax sale held October 14, 1940, was Sixteen Dollars and Eighty-three Cents ($16.83).

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1965 JAN -8 PM 2:21

3. That the description of the property as the same appeared upon the Tax Rolls of the Treasurer of Anne Arundel County for the First Election District on the day of the sale was:

Mrs. Olive Kline
2821 16th Street
South Arlington, Va.
Selby on Bay
Lot 4, Blk R

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law, and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County, the title to said Lot 4, Block R was vested in the name of Olive Kline at the time of the tax sale and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 5220.

5. That the County Commissioners of Anne Arundel County conveyed said Lot 4, Block R, Selby-on-the-Bay, to Otis L. Williams, Jr., by deed dated July 25, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 311 Folio 495, who conveyed his interest unto the Plaintiff herein, Walter L. Norman, by deed dated November 29, 1962 and recorded among the aforesaid Land Records in Liber L.N.P. No. 1617 Folio 166 and the Certificate of Tax Sale was assigned to the Plaintiff by the County Commissioners for Anne Arundel County, as aforesaid.

6. That the aforesaid lots of ground have not been redeemed by any party in interest, although, more than one year and one day from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely Article 81, Sections 97 to 123 of the Annotated Code of Maryland (1957 Edition as amended.)

7. That it appears that the Defendant herein, according

to the assessment records, is a non-resident of the State of Maryland, and therefore your Complainant prays for process directed to the aforesaid non-resident, at the last known address above set forth, as the address of said non-resident Defendant.

8. The amount necessary for the redemption of the above entitled property is as follows:

Olive Kline, Certificate No. 3229-B - $16.83

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiff or his predecessors in title herein, subsequent to the date of sale of said property under the Provisions of the Acts of 1943 aforesaid, as amended.

9. That the Plaintiff prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

TO THE END, THEREFORE:

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendant herein, in and to the aforesaid Lot 4, Block R, Selby on the Bay, as shown on the Plat of Selby on the Bay recorded among the Plat Records of Anne Arundel County in Plat Book 7 Folio 43.

(b) That the Court pass a final decree whereby there will be vested in the Plaintiff an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendant and all persons having or claiming to have any interest in the aforesaid property of the object and substance

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of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor by some certain day to be fixed by the Clerk of Court and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

TOWNSHEND AND KIRK

By: William E. Kirk

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

Walter L. Norman

Walter L. Norman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of December, 1964 before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter L. Norman, the above named Complainant and he 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 their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

LIBER 161 PAGE 349

Duplicate of Certificate # 5220

No 3229-B CERTIFICATE OF TAX SALE

I, Edward N. C. Bradley, Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to A. A. Co. Comm. at public auction for the sum of 16.83 Dollars and ..... Cents, of which 16.83 Dollars has been paid as a deposit on the property in Dist 1 described as Lot 4 Block R. Situated at Selby on the Bay

and assessed to Mrs Olive Kline

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1942, 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 16th day of December 1964

Edwin N. C. Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 16th day of ~~October,~~ December 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edwin N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lawing
Notary Public.

My Commission Expires May 3, 1965

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1965 JAN -8 PM 2:21

" Exhibit No. 1 "

5

ASSIGNMENT

WHEREAS, the Collector of Taxes for the State of Maryland and Anne Arundel County sold the lot described in Certificate of Tax Sale No. 3229-B on the reverse side hereof to the County Commissioners for Anne Arundel County in tax sale proceedings No. 5220 on October 14, 1940, and

WHEREAS, the County Commissioners for Anne Arundel County conveyed said property by deed dated July 25, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 311 Folio 495 to Otis L. Williams, Jr., and

WHEREAS, the said Otis L. Williams, Jr. conveyed said property unto Walter L. Norman by deed dated November 29, 1962 and recorded among the aforesaid Land Records in Liber L.N.P. No. 1617 Folio 166, and

WHEREAS, the said Walter L. Norman desires to foreclose the equity of redemption therein held by Mrs. Olive Kline.

NOW, THEREFORE, for value received the County Commissioners for Anne Arundel County do hereby assign tax sale certificate No. 3229-B unto Walter L. Norman, this 5th day of January 1965.

WITNESS:

Evelyn M Boettcher

COUNTY COMMISSIONERS FOR
ANNE ARUNDEL COUNTY

By: Joseph F. Collinson (SEAL)
Joseph F. Collinson,
President

Approved for legal form
[illegible]

[illegible]

WALTER L. NORMAN Route 1 Box 220 Edgewater, Maryland	*	NO. 16,915 EQUITY
	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS.	*	FOR
OLIVE KLINE 2821 - 16th St. So. Arlington, Virginia and all persons having or claiming to have any interest in property known as Lot 4 Block R, Selby on the Bay, Anne Arundel County, Maryland Defendant	*	ANNE ARUNDEL COUNTY

* * *

ORDER OF PUBLICATION

This is to give notice that on the 8th day of January 1965 a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendant whose last known address was 2821 - 16th St., So. Arlington, Virginia. The petition alleges in substance that the Defendant, Olive Kline, owned certain property in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lot 4, Block R, as shown on the Plat of Selby on the Bay, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7 Folio 43, the fee simple title to which she obtained from the Williams Realty Company, Inc. by deed dated March 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178 Folio 320; that the Collector of Taxes and Treasurer of Anne Arundel County sold said property in tax sale proceedings No. 5220 on October 14, 1940 to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to Otis L. Williams, Jr., by deed recorded among the aforesaid Land Records in Liber J.H.H. No. 311 Folio 495 who thereafter conveyed his interest in the same to Walter L. Norman by deed recorded among the aforesaid Land Records in Liber L.N.P. No. 1617 Folio 166; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said

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1965 JAN -8 PM 2:21

property; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendant is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale and as is listed in the heading herein.

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendant herein in and to the aforesaid Lot 4 Block R, Selby on the Bay and vesting in the Plaintiff an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 8th day of January that the Petitioner cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 18th day of March giving notice to the said non-resident Defendant of the object and substance of the Petition and warning her to show cause, if any there may be, on or before the 18th day of March 1965 why a decree should not be passed as prayed.

Louis N. Phipps
Clerk

WALTER L. NORMAN Route 1 Box 220 Edgewater, Maryland Plaintiff VS OLIVE KLINE 2821 - 16th St. So. Arlington, Virginia and all persons having or claiming to have any interest in property known as Lot 4 Block R, Selby on the Bay Anne Arundel County, Maryland Defendant	*	NO. 16915 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * *

AFFIDAVIT OF EFFORT TO LOCATE RESPONDENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law, as follows:

1. That a certified letter notice, attached hereto, was mailed to Olive Kline, at her last known address, as shown on the tax rolls, namely, 2821 - 16th Street, So. Arlington, Virginia, on January 12, 1965, which was returned.

2. That your affiant checked the following: the Anne Arundel County Telephone Directory, the Baltimore Telephone Directory and the Washington Metropolitan Area Telephone Directory, 1964-1965 and found therein two persons listed as O. B. Klien and O. L. Kline.

3. That letters were sent to O. B. Klien and O. L. Kline, the answers to which are attached hereto indicating that they are not Olive Kline, the defendant in these proceedings.

William E. Kirk

William E. Kirk

AS WITNESS my hand and Notarial Seal.

FILED

1965 JAN 25 PM 3:13

Eleanor M. Dallas

Notary Public

8

No. 798353

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Olive Kline

STREET AND NO.
2821 - 16th St.

CITY AND STATE
So. Arlington, Virginia

POSTMARK OR DATE
ANNAPOLIS MD JAN 12 1965

If you want a return receipt, check which
[X] *10¢ shows to whom and when delivered*
[ ] *35¢ shows to whom, when, and address where delivered*

If you want restricted delivery, check here
[ ] *50¢ fee*

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

1/15/65

Dear Sirs,

In reference to your inquiry about Olive Kline, I know nothing of the whereabouts of such a person. That some person of that name has lived in the Washington area, I feel sure, for over the years we have occasionally received mail misdirected to her, and the P.O. has tried our address.

Yours truthfully,
Mrs. O. L. Kline

LIBER 161 PAGE 355

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

WILLIAM E. KIRK
ASSOCIATE

COLONIAL 3-4546

January 12, 1965

Mrs. O. B. Klein
10604 Wooddale Drive
Silver Spring, Maryland

Dear Mrs. Klein:

This office is attempting to locate an Olive Kline and we have noted your name as O. B. Klein. We would appreciate being advised whether you are Olive Kline or know of Olive Kline. If you will kindly make the appropriate notation on this letter and return the same in the enclosed self-addressed envelope, it would be appreciated.

Very truly yours,

William E. Kirk

WEK:ed
enc.

Dear Sir:

My name is Mrs. Oscar B. Klein, first name Dorothy. I have no knowledge of an Olive Kline. Sorry.

Very truly yours,

Mrs. Oscar B. Klein

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

ANNAPOLIS JAN 12 1965 MD.

ANNAPOLIS

Olive Kline
2821 - 16th Street
So. Arlington, Virginia

REASON CHECKED
Unclaimed ..... Refused
Addressee unknown
Insufficient Address
No such street.....number
No such office in state
Do not re-mail in this envelope

☐ Moved, left no address
☐ No such number
☐ Moved, not forwardable
☒ Addressee unknown

CERTIFIED
No. 798353
MAIL

JAN 15 1964

TOWNSHEND AN' 'IRK
Attorneys
Townsworth Bldg.

IN THE CIRCUIT COURT FOR ANNE COUNTY NO. 16,915 EQUITY

WALTER L. NORMAN
Route 1, Box 220
Edgewater, Maryland

Plaintiff

vs.

OLIVE KLINE
2821 - 16th St.
So. Arlington, Virginia and all persons having or claiming to have any interest in property known as Lot 4 Block R, Selby on the Bay, Anne Arundel County, Maryland

Defendant

Order Of Publication

This is to give notice that on the 8th day of January 1965 a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendant whose last known address was 2821 - 16th St., So. Arlington, Virginia. The petition alleges in substance that the Defendant, Olive Kline, owned certain property in the First Election District of Anne Arundel County, State of Maryland, known and designated as Lot 4, Block R, as shown on the Plat of Selby on the Bay, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7, Folio 43, the fee simple title to which she obtained from the Williams Realty Company, Inc. by deed dated March 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178, Folio 320; that the Collector of Taxes and Treasurer of Anne Arundel County sold said property in tax sale proceedings No. 5220 on October 14, 1940 to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arun-

13 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 356

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 5, 1965

We hereby certify, that the annexed

Order of Publication
Eq. 16,915
Walter L. Norman vs
Olive Kline

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 14th day of January 1965.

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1965 FEB -8 PM 1:26

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

del County eonveyed said property to Otis L. Williams, Jr., by deed recorded among the aforesaid Land Reeords in Liber J.H.H. No. 311 Folio 495 who thereafter conveyed his interest in the same to Walter L. Norman by deed reeorded among the aforesaid Land Records in Liber L.N.P. No. 1617 Folio 166; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said property; that the amounts neeessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendant is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale and as is listed in the heading herein.

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendant herein in and to the aforesaid Lot 4 Block R, Selby on the Bay and vesting in the Plaintiff an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 8th day of January that the Petitioner eause a eopy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 18th day of March 1965 giving notice to the said non-resident Defendant of the object and substance of the Petition and warning her to show cause, if any there may be, on or before the 18th day of March 1965 why a decree should not be passed as prayed.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

F-4

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LIBER 161 PAGE 358

AFFIDAVIT OF NON-MILITARY SERVICE

Walter L. Norman Plaintiff	*	No. 16,915 Equity In the Circuit Court for
VS	*	Anne Arundel County
Olive Kline Defendant	*	

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 23rd day of March, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, WALTER L. NORMAN,

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.)
Olive Kline, cannot be located and that the Defendant owned real estate in 1937 and that to the best of his knowledge and belief she is not in the military service of the United States of America.

Walter L. Norman
Walter L. Norman

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 23rd day of March, 19 65.

Notarial Seal

Minnie E. Ahlstrom
Notary Public.

My Commission will expire on:
May 3, 1965.

Filed,

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LIBER 161 PAGE 359

Walter L. Norman Plaintiff vs. Olive Kline Defendant	No. 16,915 DIVORCES - - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Olive Kline, 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 29th day of March, 1965, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

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15

WALTER L. NORMAN	*	NO. 16,915 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
VS	*	FOR
OLIVE KLINE etal	*	ANNE ARUNDEL COUNTY
Defendants	*	

* * * * * * * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition), as amended.

It is, thereupon, this 18th day of May, 1965, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> Lot 4, Block R, as shown on the Plat of Selby on the Bay, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 7 Folio 43.

and having been sold by the Treasurer of Anne Arundel County on October 14, 1940 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes,

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interest and penalties accruing subsequent to the date of said tax sale, the Controller of Anne Arundel County shall execute a deed conveying said property to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Judge

LIBER 161 PAGE 362

H. Allen Mezger,	*	IN THE
Attorney named in Mortgage	*	CIRCUIT COURT
VS	*	OF
M. Jeannette Crandall and	*	ANNE ARUNDEL COUNTY
Clarence C. Crandall, her husband	*	Equity NO. 16,984

* * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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LIBER 161 PAGE 363

BOOK 1372 PAGE 545

No. 16,984 Equity

NO STAMPS REQUIRED

THIS MORTGAGE, Made this 25th day of February - - , in the year one thousand nine hundred and sixty - - -, between M. JEANNETTE CRANDALL and CLARENCE C. CRANDALL, her husband - - - - - of the County of Anne Arundel - - , in State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Ten Thousand Eight Hundred ($10,800.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have ~~agreed to~~ repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Seventy-eight ($78.00) dollars - - - - - - - - - - commencing on the First - - - day of April 1 ,1960, and on the First - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors individually and in exercise of the powers and authority contained in the hereinafter mentioned deed, do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - - lot of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland - - -, and described as follows:

~~BEGINNING~~

BEING known and designated as Lot No. Two (2), Block "H" Section 2 as shown on a Plat entitled "Revision of Block "H" and left for recording among the Plat Records of Anne Arundel County on February 14th, 1951 (in Plat Book 22, folio 30); being Revision of Block H as shown on Plat of Section 2, Glen Gardens, recorded among the said Plat Records in Plat Cabinet 3, Rod F-3, Plat 2, (now Plat Book 20, folio 36).

BEING the same lot of ground which by deed of even date, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Norman W. Schamel and Mary J. Schamel, his wife, to M. Jeannette Crandall, with full powers as therein set forth, one of the said mortgagors.

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suc-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

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cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -

on or before the First - - - - - - - - - - - - - - - day of each and every month the sum of Eighteen ($18.00) dollars - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, 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

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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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 Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

M. Jeannette Crandall (SEAL)
M. Jeannette Crandall

Clarence C. Crandall (SEAL)
Clarence C. Crandall

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 25th day of February -, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared M. Jeannette Crandall and Clarence C. Crandall, her husband, -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
H. Allen Mezger Notary Public

My Commission Expires May 1st, 1961.

Rec'd for record Feb. 26, 1960 at 12:41 P.M.
Mailed to Mezger & Mezger

1100

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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H. Allen Mezger,
Attorney named in Mortgage

VS

M. Jeannette Crandall
and
Clarence C. Crandall, her husband

LIBER 161 PAGE 367

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

Equity No. 16,984

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 10,800.00
Less - Total amount paid on account of Principal	$ 1511.19	
Less - Credit Expense Account	115.35	1,626.54
Net Balance	$ 1626.54	$ 9,173.46
Plus accumulated interest to March 31st, 1965 (with interest thereafter at rate of 6% per annum)		93.12
Total Amount of Mortgage Indebtedness		$ 9,266.58

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By Henry C. Bourke Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 5th day of February 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 Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the MORTGAGEE in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Peyton Paul Phillips
Peyton Paul Phillips Notary Public

My Commission Expires May 3, 1965.

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE, MD.

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1965 FEB -8 AM 10: 03

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

LIBER 161 PAGE 368

H. Allen Mezger,

Attorney named in Mortgage

vs.

M. Jeannette Crandall and

Clarence C. Crandall, her husband.

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO. 16984

Docket ..... **Folio** .....

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared John P. Helmer

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer *Affiant.* President

Subscribed and sworn to before me

this 26th day of February 19 65

E. Jane Rusinek

E. Jane *Notary Public* Rusinek

My commission expires May 3, 1965.

FILED

1965 MAR -2 AM 10: 02

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Jud. 14042. PRINTED IN U.S.A.

MORTGAGEE OR ATTORNEYS' BOND

No. 16,984 Equity

BOOK 13 PAGE 79 LIBER 161 PAGE 369

Know all Men by these Presents:

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and No/100 ($9,500.00) - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 1st *day of* March *in the year of our Lord nineteen hundred and* sixty-five

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* M. Jeannette Crandall & Clarence C. Crandall, her husband *to* Arundel Federal Savings and Loan Association of Baltimore City

dated February 25, 1960 *and recorded in Liber* GTC *No.* 1372 *folio* 545 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer

Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By John F. Kennedy, Jr., Attorney-in-Fact

ATTEST:

Barbara Berberich

Barbara Berberich

FILED

1965 MAR -2 AM 10: 02

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Jud. 14042. PRINTED IN U.S.A.

MORTGAGEE OR ATTORNEYS' BOND
(additional)

LIBER 161 PAGE 370

No. 16,984 Equity

BOOK 13 PAGE 90

Know all Men by these Presents:

THAT WE H. Allen Mezger, Suite 419, One North Charles, Balto., Md. 21201

xxfxx

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and No/100 ($1,000.00) additional - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 1st *day of* March *in the year of our Lord nineteen hundred and* sixty-five

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* M. Jeannette Crandall and Clarence C. Crandall *to* Arundel Federal Savings and Loan Association of Baltimore City *dated* February 25, 1960 *and recorded in Liber* GTC *No.* 1372 *folio* 545 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

H. Allen Mezger [SEAL]
H. Allen Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By John F. Kennedy, Jr.
John F. Kennedy, Jr., Attorney-in-Fact

ATTEST:
Barbara Berberich
Barbara Berberich

Additional
Bond approved this 9th day of March, 1965
Louis N. Phipps, Clerk

FILED
1965 MAR -9 AM 11: 32

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H. Allen Mezger,

Attorney named in Mortgage

vs.

M. Jeannette Crandall and

Clarence C. Crandall, her husband

LIBER 161 PAGE 371

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 16984

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 5th day of March, 19 65, we sold at public auction for the highest price obtainable to Robert L. Hall, Jr. and Alma M. Hall, his wife,- the property described as follows:

being known and designated as Lot No. Two (2), Block "H" Section 2 as shown on a Plat entitled "Revision of Block "H" and left for recorded among the Plat Records of Anne Arundel County on February 14th, 1951, (in Plat Book 22, folio 30); being Revision of Block H as shown on Plat of Section 2, Glen Gardens, recorded among the said Plat Records in Plat Cabinet 3, Rod F-3, Plat 2, (now Plat Book 20, folio 36).

at and for the price of Ten Thousand Five Hundred ($10,500.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By [signature]
John M. Miller, Jr. - - - President

I/We, the undersigned, hereby certify:
That I/We purchased the above described property at and for the price of 10,500.00

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

AS WITNESS our hand and seals this 5th day of March, 19 65.
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

[signature] (SEAL)
Robert L. Hall, Jr.

[signature] (SEAL)
Alma M. Hall

STATE OF MARYLAND, COUNTY OF BALTIMORE- - - - - - - - - , to wit:

I HEREBY CERTIFY, That on this 5th day of March, 19 65, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Robert L. Hall, Jr. and Alma M. Hall, his wife,- who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

[signature]
H. Allen Mezger - - - Notary Public

My Commission Expires: May 3rd, 1965.

FILED
1965 MAR -9 AM 11:32

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LIBER 161 PAGE 372

H. Allen Mezger,	*	IN THE
Attorney named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
M. Jeannette Crandall and	*	ANNE ARUNDEL COUNTY
Clarence C. Crandall, her husband	*	Equity No. 16984

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from M. Jeannette Crandall and Clarence C. Crandall, her husband, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 5th, 1965, at 1:30 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Robert L. Hall, Jr. and Alma M. Hall, his wife, who were then and there the highest bidders, at and for the sum of Ten Thousand Five Hundred ($10,500.00) Dollars, of which a deposit of One Thousand Fifty ($1,050.00) Dollars was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchasers.

H. Allen Mezger,
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

FILED
1965 MAR -9 AM 11:32

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE

Peyton Paul Phillips

Peyton Paul Phillips - Notary Public

My commission expires May 3rd, 1965.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

12

MEZGER & MEZGER
Attorneys
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one story formstone dwelling containing 5 rooms, 1 bath, utility room, forced hot air burner-gas fired, single car garage, situate on Lot 2, Block H, Section 2, Glen Gardens, Fifth Election District, Anne Arundel County, Maryland (The improvements thereon being known as 503 Delaware Avenue)

Under and by virtue of the power of sale contained in the mortgage dated February 25th, 1960, from M. Jeannette Crandall and Clarence C. Crandall, her husband, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1372 folio 545, the undersigned as Attorney will offer for sale at public auction on the premises on;

FRIDAY, MARCH 5th, 1965, AT 1:30 O'CLOCK P.M.

the following described property:

Being known and designated as Lot No. Two (2), Block "H", Section 2 as shown on a Plat entitled "Revision of Block "H", and left for recorded among the Plat Records of Anne Arundel County on February 14th, 1951, No. (in Plat Book 22, folio 30); being Revision of Block H as shown on Plat of Section 2, Glen Gardens, recorded among the said Plat Records in Plat Cabinet 3, Rod F-3, Plat 2, (now Plat Book 20, folio 36).

13

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by the purchaser.

H. ALLEN MEZGER,
Attorney named in Mortgage

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

M-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 374

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 15, 1965

We hereby certify, that the annexed

Attorney's Mortgage Sale

Jeannette Crandall

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 March, 1965. The first insertion being made the 11th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By

1965 MAR 15 PM 4:06

ORDER NISI

H. ALLEN MEZGER,
Attorney named in Mortgage

versus

M. JEANNETTE CRANDALL and
CLARENCE C. CRANDALL, her husband

LIBER 161 PAGE 375

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,984 Equity

Ordered, this 9th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

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

Clerk.

True Copy,

H. Allen Mezger, Atty.
(Final Order)

TEST: Clerk.
For the Maryland Gazette, (Mar. 11th Edition)

H. Allen Mezger, Attorney
named in Mortgage

versus

M. Jeannette Crandall and
Clarence C. Crandall, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of April, 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.

JUDGE.

FILED
1965 APR 19 PM 2:07

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,984 Equity
H. ALLEN MEZGER, Attorney named in Mortgage
versus
M. JEANNETTE CRANDALL and
CLARENCE C. CRANDALL, her husband

Ordered, this 9th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April, next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 376

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,984 M. Jeannette Crandall & Clarence C. Crandall

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 April, 1965. The first insertion being made the 11th day of March, 1965.

FILED 1965 APR 15 AM 10:00

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G.

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE.

vs.

M. JEANNETTE CRANDALL and CLARENCE C. CRANDALL, her husband

In the

Circuit Court

For

Anne Arundel County

No. 16,984 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 MAY -6 PM 1:43

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of May, 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 MAY 24 AM 9:21

Dr. Mortgaged Real Estate of M. Jeannette Crandall and Clarence C. Crandall, her husband

In Acct. with H. Allen Mezger, Attorney Named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			10,500	00		
By	Interest 6% on deferred payment,						
	$9,450.00 from 3/5/65 to 4/28/65			85	05		
By	Adjustment, taxes from 3/5/65 to						
	6/30/65			44	15		
By	Adjustment, sanitary charges from						
	3/5/65 to 12/31/65			15	61		
						10,644	81
To	Attorney, for fee, viz	100	00				
To	Attorney for commission, viz	345	00				
				445	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	34	00				
	Auditor, this account	50	00				
				94	00		
To	Attorney, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	97	24				
	Sunpapers - advertising - sale	17	00				
	Maryland Casualty Co. - bond	42	00				
	E.T. Newell & Co., Inc., auctioneer's fee	322	50				
				478	74		
To	Arundel Federal Savings & Loan Assoc. of						
	Baltimore City, Mortgagee in full for						
	mortgage claim	= 9,266	58				
	Interest 6% on principal balance						
	$9,173.46 from 4/1/65 to 5/20/65	76	42				
				9,343	00		
To	F. Ward DeGrange and Laura C. DeGrange						
	t/a DeGrange Lumber Co., on account of						
	judgment claim filed	284	07				
				284	07		
						10,644	81

LIBER 161 PAGE 379

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JAMES F. CRAVER AND CYNTHIA P. CRAVER, HIS WIFE	:	(In Equity)

No. 16,943 Equity

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "plaintiff's Exhibit 'A'"-

1. Original Mortgage from James F. Craver and Cynthia P. Craver, his wife, to Baltimore Federal Savings and Loan Association, dated January 10, 1964 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1724 folio 131.

Walter S. Calwell

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

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1965 FEB 10 AM 9:13

City and County Form.

LIBER 161 PAGE 380
BOOK 1724 PAGE 131

160 F 77

No. 16,993 Equity

This Mortgage,

Made this 10th day of January, in the year one thousand, nine hundred and sixty-four, between JAMES F. CRAVER and CYNTHIA P. CRAVER, his wife

of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THIRTY-ONE THOUSAND and 00/100 ($31,000.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Two Hundred Twenty-Two and 10/100 ($222.10) Dollars, commencing on the first day of February, 1964, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

NOW, THEREFOR, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and in exercise of the power and authority conferred by the hereinafter mentioned Deed of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in the second election district of Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 48 Block A, Section No. 1, as shown on the Plat of Hillsmere Estates, Inc., Prepared by Ralph D. Snyder, Registered Surveyor, dated April 22, 1952 and recorded among the Land Records of Anne Arundel County in Plat Book No. 23 folio 14 (formerly filed in Plat Cabinet 4 Rod G-3 Plat No. 5). The improvements thereon being known as No. 119 Kuethe Drive.

BEING the same lot of ground which by Deed dated May 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1486 folio 141 was granted and conveyed by Hillsmere Estates, Inc. to the said James F. Craver and Cynthia P. Craver, his wife for the term of their natural lives with the full power to sell etc. and dispose of the entire interest in said property with the remainder over as in said Deed provided; it being the intention of the said James F. Craver and Cynthia P. Craver, his wife in exercise of the power and authority aforementioned to mortgage hereby the entire interest in and to the said described lot of ground both life estate and remainder.

68.20

RECORDATION TAX ACT OF 1947 $55.00 — JAN 13 1964 — RECORDATION TAX ACT OF 1947 $11.00

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1965 FEB 10 AM 9:13

PLAINTIFF'S EXHIBIT 6

1425 96

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland passed at the January Session of the General Assembly in the year 1955 or any supplement, amendment, or addition thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ forever, in fee-simple.

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the covenants or conditions hereof for thirty days; (9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Three Hundred ($300.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

James F. Craver (SEAL)
James F. Craver

(SEAL)

Cynthia P. Craver (SEAL)
Cynthia P. Craver

(SEAL)

JOHN R. HOLLAND, JR.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 10th day of January, 19 64, before me, a Notary Public of said State, personally appeared James F. Craver and Cynthia P. Craver, his wife

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged thatt hey executed the same for the purposes therein contained, ~~as the duly authorized Vice President of said corporation, by signing the name of the corporation by himself as Vice President.~~ At the same time and also appeared Walter S. Calwell, Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

JOHN R. HOLLAND, JR.
Notary Public

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE CO.

My commission expires May 3, 1965

Rec'd for record Jan 13 1964 at 10:15 A.M.

Mailed to Callahan & Calwell

LIBER 161 PAGE 383

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES F. CRAVER AND CYNTHIA P. CRAVER, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 16,993

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from James F. Craver and Cynthia P. Craver, his wife

to Baltimore Federal Savings and Loan Association

dated the 10th day of Jamuary 1964, and recorded among the Land Records of Anne Arundel County in Liber LNP No 1724 Folio 131.

Amount of Mortgage	$31,000.00
Less - amount paid on principal	474.94
	30,525.06
Plus - interest to 1/27/65	747.95
	31,273.01
Less - balance in expense account	463.30
	$30,809.71

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of February, 1965 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED

1965 FEB 10 AM 9:13

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LIBER 161 PAGE 384

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
JAMES F. CRAVER AND CYNTHIA P. CRAVER, HIS WIFE	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 16,993 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of February 1965 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

(1) Said Defendant(s) are not in the Military Service of the United States of America;

(2) Said Defendant(s) are not in the Military Service of any Nation allied with the United States of America;

(3) Said Defendant(s) have not been ordered to report for induction under the Selective Training and Service Act;

(4) Said Defendant(s) arenot a member(s) of the Enlisted Reserve Corps who 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
1965 FEB 10 AM 9:13

6

CALLAHAN, CALWELL AND LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VERY DESIRABLE AND ATTRACTIVE WELL LOCATED FEE SIMPLE WATER FRONT RESIDENTAL PROPERTY

119 KUETHE DRIVE

Under and by virtue of the power and authority contained in a Mortgage from JAMES F. CRAVER and

CYNTHIA P. CRAVER, his wife to Baltimore Federal Savings and Loan Association, dated January 10th 1964 and recorded among the Land Records of Anne Arundel in Liber L.N.P. No. 1724 folio 131 (default having occurred thereunder) the undersigned, Attorney, will sell

AT THREE P.M.

at Public Auction on the premises on

TUESDAY, MARCH 16th, 1965

all that fee simple lot of ground situate and lying in Hillsmere Estates, Annapolis - South River Area, Second Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lot. No. 48 Block A, Section No. 1, as shown on the Plat of Hillsmere Estates, Inc., Prepared by Ralph D. Snyder, Registered Surveyor, dated April 22, 1952 and recorded among the Land Records of Anne Arundel County in Plat Book No. 23 folio 14 (formerly filed in Plat Cabinet 4 Rod G-3 Plat No. 5). The improvements thereon being known as No. 119 Kuethe Drive, fronting on south side of Kuethe Drive 100 feet by 275 feet irregular to Smith Creek.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 385

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1st, 1965

We hereby certify, that the annexed

Attorney's Sale

James F. Craver

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of March, 1965. The first insertion being made the 25th day of February, 1965.

FILED

1965 MAR 15 PM 4:06

THE CAPITAL-GAZETTE PRESS, INC.

By H. Colquhoun

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame-brick veneer rambler dwelling, for two family occupancy, comprising in all, a basement apartment containing 2 bedrooms, living room, dinette, kitchen and bath, other portion contains 3 bedrooms, bath, living room, dining room, kitchen, unfinished attic—oversized 2 car detached garage (19 by 36 feet)

TERMS OF SALE: A cash deposit of $1500.00 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 transfer tax, if any, to be borne by the purchaser.

WALTER S. CALWELL,
Attorney Named
in Mortgage
A. J. Billing & Co.,
Auctioneer

M-11

No 16,993

Mortgagee and Attorney's Bond.

1-369

LIBER 161 PAGE 387

BOOK 13 PAGE 101

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 19-0370-0314-65

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 THIRTY THOUSAND NINE HUNDRED AND NO/100 - - - - - ($30,900.00) - - - - - - - - - - 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 12th day of March 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 James F. Craver and Cynthia P. Craver, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 10th day of January nineteen hundred and sixty-four and recorded among the Land Records of Anne Arundel County, in Liber L. N. P. No. 1724, Folio 131, ~~and~~

119 Kuethe Drive - Anne Arundel County, Maryland

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~Attest~~:

Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 16th day of March, 1965

Louis N. Phipps, Clerk

FILED

1965 MAR 16 AM 11:59

STATE OF MARYLAND, Baltimore County, , Sct.: LIBER 161 PAGE 388

I HEREBY CERTIFY, That on this 16th DAY OF March 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - AFORESAID, personally appeared Julius J. CSORBA for himself + Suzanne K. CSORBA, 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. 119 Kuethe Drive In Fee-Simple mentioned in the said Report of Sale.

Julius J. Csorba
Purchaser

Jack F. Billig
Notary Public

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

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

FILED

1965 MAR 19 AM 9:06

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		ANNE ARUNDEL COUNTY
	:	
JAMES F. CRAVER AND CYNTHIA P. CRAVER, HIS WIFE	:	(In Equity) 16,993
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 10th, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P., No. 1724 folio 131

from said James F. Craver and Cynthia P. Craver, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland-Gazette" a newspaper published in Anne Arundel County ~~for more than three successive weeks immediately preceding the day of sale~~ Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 16th day of March, 1965 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

being known and designated as Lot No. 48, Block A, Section No. 1, as shown on Plat of Hillsmere Estates, Inc., prepared by Ralph D. Snyder, Registered Surveyor , dated April 22, 1952 and recorded among the Land Records of Anne Arundel County in Plat Book No. 23 folio 14 (formerly filed in Plat Cabinet 4 Rod G-3 Plat No. 5); the improvements whereon are known as No. 119 Kuethe Drive, more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

CALLAHAN, CALWELL AND LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

FILED

1965 MAR 19 AM 9:06

LIBER 161 PAGE 390

OF VERY DESIRABLE AND ATTRACTIVE WELL LOCATED FEE SIMPLE WATER FRONT RESIDENTAL PROPERTY

119 KUETHE DRIVE

Under and by virtue of the power and authority contained in a Mortgage from
JAMES F. CRAVER and

CYNTHIA P. CRAVER, his wife to Baltimore Federal Savings and Loan Association, dated January 10th 1964 and recorded among the Land Records of Anne Arundel in Liber L.N.P. No. 1724 folio 131 (default having occurred thereunder) the undersigned, Attorney, will sell

AT THREE P.M.

at Public Auction on the premises on

TUESDAY, MARCH 16th, 1965

all that fee simple lot of ground situate and lying in Hillsmere Estates, Annapolis - South River Area, Second Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lot. No. 48 Block A, Section No. 1, as shown on the Plat of Hillsmere Estates, Inc., Prepared by Ralph D. Snyder, Registered Surveyor, dated April 22, 1952 and recorded among the Land Records of Anne Arundel County in Plat Book No. 23 folio 14 (formerly filed in Plat Cabinet 4 Rod G-3 Plat No. 5). The improvements thereon being known as No. 119 Kuethe Drive, fronting on south side of Kuethe Drive 100 feet by 275 feet irregular to Smith Creek.

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

Subject to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a 1½ story frame-brick veneer rambler dwelling, for two family occupancy, comprising in all, a basement apartment containing 2 bedrooms, living room, dinette, kitchen and bath, other portion contains 3 bedrooms, bath, living room, dining room, kitchen, unfinished attic—oversized 2 car detached garage (19 by 36 feet)

TERMS OF SALE: A cash deposit of $1500.00 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 transfer tax, if any, to be borne by the purchaser.

WALTER S. CALWELL
Attorney Named
in Mortgage
A. J. Billing & Co.,
Auctioneer

M-11

BY TERMS OF SALE, a cash deposit of One Thousand Five Hundred ($1500.00) 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 Julius J. Csorba and Suzanne K. Csorba, his wife, in fee simple, at and for the sum of Thirty-three Thousand four Hundred ($33,400.00) Dollars, said purchasers 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 18th day of March, 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

ORDER NISI

LIBER 161 PAGE 392

WALTER S. CALWELL, Attorney named in Mortgage

versus

JAMES F. CRAVER and CYNTHIA P. CRAVER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,993 Equity

Ordered, this 19th day of March, 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 26th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of April next.

The report states that the amount of sale was $ 33,400.00.

Louis N. Phipps Clerk.

True Copy,
Walter S. Calwell, Atty.

TEST: Clerk.
For the Maryland Gazette (Mar.25th Edition)

(Final Order)

WALTER S. CALWELL, Attorney named in Mortgage

versus

JAMES F. CRAVER and CYNTHIA P. CRAVER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of April, 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.

George Sachse
JUDGE.

FILED

1965 APR 27 PM 2:47

12

Mortgagee and Attorney's Bond.

1-369

LIBER 161 PAGE 393

BOOK 13 PAGE 105

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N Y

ADDITIONAL BOND NO: 19-0370-0314-65

No. 16,993 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWENTY-FIVE HUNDRED AND NO/100 - - - - - ($2500.00) - - - - - - - - - - - - - - - - - - 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 18th day of March 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 James F. Craver and Cynthia P. Craver, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 10th day of January nineteen hundred and sixty-four and recorded among the Land Records of Anne Arundel County, in Liber L. N. P. No. 1724, Folio 131, ~~xxx~~

119 Kuethe Drive - Anne Arundel County 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

~~Attx~~:

Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1965 MAR 19 AM 9:06

additional Bond approved this 19th day of March, 1965

Louis N. Phipps, Clerk

LIBER 161 PAGE 394

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,993 Equity

WALTER S. CALWELL, Attorney named in Mortgage
versus
JAMES F. CRAVER and
CYNTHIA P. CRAVER, his wife

Ordered, this 19th day of March, 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 26th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23th day of April next.

The report states that the amount of sale was $33,400.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 16,993
James F. Craver

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of April, 1965. The first insertion being made the 25th day of March, 1965.

FILED
1965 APR 19 PM 2:20

THE CAPITAL-GAZETTE PRESS, INC.

No. M.C. 4284

By H. Tilghman

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED
IN MORTGAGE

VS.

JAMES F. CRAVER AND
CYNTHIA P. CRAVER, his wife

In the

Circuit Court

For

Anne Arundel County

No. 16,993 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 MAY -6 AM 11:34
FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of May, 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 MAY 24 AM 9:21

15

Dr. Mortgaged Real Estate of James F. Craver and

Cynthia P. Craver, 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			33,400	00		
By	Interest 6% on deferred payment,						
	$31,900.00 from 3/16/65 to 4/29/65			234	08		
By	Adjustment, taxes from 3/16/65 to						
	6/30/65			142	03		
						33,776	11
To	Attorney for fee, viz	300	00				
To	Attorney for commission, viz	948	00				
				1,248	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	35	00				
	Auditor, this account	35	00				
				80	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	88	50				
	Sunpapers - advertising - sale	102	70				
	Daily Record - advertising - sale	31	24				
	New Amsterdam Casualty Co. - bond	134	00				
	A. J. Billig & Co., auctioneer's fee	853	00				
	Notary fees	2	50				
	Taxes 1/1/65 to 6/30/65	245	94				
				1,457	88		
To	Baltimore Federal Savings & Loan Assoc.						
	on account of mortgage claim	30,990	23				
				30,990	23		
						33,776	11
	Balance due on mortgage as per mortgage						
	claim filed	30,809	71				
	Interest 6% on principal balance						
	$30,061.65 from 1/27/65 to 5/20/65	566	14				

	31,375	85				
Credit amount allowed above	30,990	23				
This amount subject to decree in personam	385	62				

In the Matter of the Mortgaged	:	No. 16,950 Equity
Real Estate of Gunther O. Hof	:	In the Circuit Court
and Virginia L. Hof, his wife	:	for
	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1965 JAN 25 PM 3:36

0668

LIBER 161 PAGE 399
BOOK 1584 PAGE 360

No. 16,950 Equity

Purchase Money

THIS MORTGAGE, Made this 2ND day of **August**, in the year one thousand, nine hundred and sixty-**two**, between **GUNTHER O. HOF and VIRGINIA L. HOF, his wife**, of **Anne Arundel County** in the State of Maryland, hereinafter called Mortgagor, and the LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of **FOURTEEN THOUSAND-------($14,000.00)** Dollars, being part of the purchase money for the property hereinafter described;

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

76646

By the payment of **ONE HUNDRED ONE DOLLARS ----------($101.00)** on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all **that** lot of ground situated and lying in **the Third Election District of Anne Arundel County**, in said State, and described as follows:

KNOWN AND DESIGNATED as Lot No. 3-D, as shown on a Plat of the Leo J. Cormier Property recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1256, Folio 458. Containing 0.437 acre of land, more or less.

BEING the same property conveyed unto the within-named Mortgagors by Leo J. Cormier and Annette R. Cormier, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED
1965 JAN 25 PM 3:36

2

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

To Have and to Hold the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; **subject, however, to a 15 ft. widening strip.**

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire, windstorm or such other hazards as may be required by the Mortgagee for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable and to establish a fund to assure said payments, the Mortgagor shall pay to Mortgagee on the first day of each month one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the payments or establish the fund, the Mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same. It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) this Mortgage shall also secure future advances as provided by Chapter 178 of the Laws of Maryland, passed in the year 1955, or any amendments, re-enactments or supplements thereto; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity and the aggregate amount of all prepayments made in any one year exceeds 20 per centum of the original principal amount of the loan, 180 days' interest at the rate specified in this mortgage on the amount of such excess shall be paid to the Mortgagee. The Mortgagor covenants and agrees to pay a "late charge" not to exceed 4% of any payment which is not paid within 15 days of the due date thereof to cover the extra expenses involved in handling delinquent payments.

And it is Agreed and Understood that until default is made, the said Mortgagor, his heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

And the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or William W. Townshend, Jr., its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situated; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of one hundred ($100.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Norwood A. Wieneke
NORWOOD A. WIENEKE

Gunther O. Hof [SEAL]

Virginia L. Hof [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of August, 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Gunther O. Hof and Virginia L. Hof, his wife the Mortgagors named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
NORWOOD A. WIENEKE NOTARY PUBLIC

My commission expires 5/6, 1963.

9.00

Rec'd for record Aug. 3 1962 at 1:28 P.M.
Mailed to Townshend & Kirk

LIBER 161 PAGE 402 No. 16,950 Equity

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Gunther O. Hof and Virginia L. Hof, his wife, dated August 2nd, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 360, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, FEBRUARY 23rd, 1965

at 10:30 o'clock A.M.

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

KNOWN AND DESIGNATED as Lot No. 3-D, as shown on a Plat of the Leo J. Cormier Property recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1256, Folio 458. Containing 0.437 of an acre of land, more or less.

BEING the same property conveyed unto Gunther O. Hof and Virginia L. Hof, his wife, by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated August 2nd, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 358.

The above property being subject to a 15 foot widening strip.

Above described property improved by a frame dwelling with modern conveniences.

FILED

1965 JAN 25 PM 3:36

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: January 28th, February 4th, 11th and 18th, 1965

Please send twenty-five handbills.

FILED
1965 JAN 25 PM 3:36

LIBER 161 PAGE 404

No. 16,950 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged Real Estate of Gunther O. Hof and Virginia L. Hof, his wife

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

I hereby certify that, on this 25th day of January, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage,

that to the best of his knowledge,

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

Gunther O. Hof and Virginia L. Hof, his wife

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 25th day of January, 19 65.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1965 JAN 25 PM 3:36

8

LIBER 161 PAGE 405

In the Matter of the Mortgaged	:	No. 16,950 Equity
Real Estate of Gunther O. Hof	:	In the Circuit Court
and Virginia L. Hof, his wife	:	for
	:	Anne Arundel County
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Gunther O. Hof and Virginia L. Hof, his wife, to Loyola Federal Savings and Loan Association dated August 2nd, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 360.		$14,000.00
Less total amount paid on account of Principal	$537.60	
Expense Account Overdrawn.	101.63	435.97
		$13,564.03
Interest to January 31, 1965		403.86
Amount of Mortgage Indebtedness.		$13,967.89

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of January 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1965 JAN 25 PM 3:36

LIBER 161 PAGE 406

The Pennsylvania Insurance Company

CLERK 13 PAGE 62

No. 16,950 Equity

A STOCK COMPANY

BOND NO. 53 32 81

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00) - 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 15th day of February, 1965.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Gunther O. Hof and Virginia L. Hof, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 2nd day of August, 1962, and recorded among the Land Records of Anne Arundel County, in Liber E.G.O. 1584, Folio 360, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy G. McNew

(SEAL)
William W. Townshend, Jr.

Witness as to Surety:

Donald C. Bloom

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 16th day of February, 1965

Lorna M. Phipps, Clerk

FILED

1965 FEB 16 AM 10:22

Form 24 S831

8-61

10

WILLIAM W. TOWNSHEND
JR., Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Gunther O. Hof and Virginia L. Hof, his wife, dated August 2nd, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 360, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, FEBRUARY 23rd, 1965 AT 10:00 O'CLOCK A.M.

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

KNOWN AND DESIGNATED as Lot No. 3-D, as shown on a Plat of Leo J. Cormier Property recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1256, Folio 458. Containing 0.437 of an acre of land, more or less.

BEING the same property conveyed unto Gunther O. Hof and Virginia L. Hof, his wife, by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated August 2nd, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 358.

The above property being subject to a 15 foot widening strip.

Above described property improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

ROBERT H. CAMPBELL
Auctioneer

F-18

No. M

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 407

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed Attorney's Sale Gunther O. Hof No. 16,950 was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of February, 1965. The first insertion being made the 28th day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 FEB 23 PM 3:58
By Telephone

ROBERT H. CAMPBELL . . . . . Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Gunther O. Hof and Virginia L. Hof, his wife, dated August 2, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 360, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, FEBRUARY 23rd, 1965

AT 10:30 O'CLOCK A.M.

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

KNOWN AND DESIGNATED as Lot No. 3-D, as shown on a Plat of the Leo J. Cormier Property recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1256, Folio 458. Containing 0.437 of an acre of land, more or less.

BEING the same property conveyed unto Gunther O. Hof and Virginia L. Hof, his wife, by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated August 2, 1962, and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 358.

The above property being subject to a 15 foot widening strip.

Above described property improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

FILED
1965 FEB 26 AM 11:56

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

Annapolis, Maryland
February 23rd, 1965

I HEREBY CERTIFY that I have this 23rd day of February 1965, sold the property described on the reverse hereof unto Leo J. Cormier and Annette R. Cormier, his wife, at and for the sum of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS ($14,700.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 23rd day of February 1965, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS ($14,700.00) and I/we hereby agree to comply with the terms of sale.

Leo J. Cormier

Annette R. Cormier

FILED
1965 FEB 26 AM 11:56

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
Gunther O. Hof and Virginia L.	:	for
Hof, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 23rd day of February 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Leo J. Cormier and Annette R. Cormier, his wife, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Leo J. Cormier (SEAL)
Leo J. Cormier

Annette R. Cormier (SEAL)
Annette R. Cormier

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED
1965 FEB 26 AM 11:56

In the Matter of the	:	No. 16,950 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Gunther O. Hof and	:	for
Virginia L. Hof, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Gunther O. Hof and Virginia L. Hof, his wife, dated August 2nd, 1962 and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, folio 360, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, February 23rd, 1965, at 10:30 o'clock A.M. and then and there sold the said property to Leo J. Cormier and Annette R. Cormier, his wife, at and for the sum of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS ($14,700.00), being at that figure the highest bidders therefor, said property described as follows:

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

FILED

1965 FEB 26 AM 11:56

KNOWN AND DESIGNATED as Lot No. 3-D, as shown on a Plat of the Leo J. Cormier Property recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1256, Folio 458. Containing 0.437 of an acre of land, more or less.

BEING the same property conveyed unto Gunther O. Hof and Virginia L. Hof, his wife, by Leo J. Cormier and Annette R. Cormier, his wife, by deed dated August 2, 1962, and recorded among the Land Records of Anne Arundel County in Liber E.G.O. 1584, Folio 358.

Above described property being subject to a 15 foot widening strip.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of February 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew

Dorothy P. McNew, Notary Public

17

ORDER NISI

LIBER 161 PAGE 414

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GUNTHER O. HOF AND
VIRGINIA L. HOF, HIS WIFE
xxxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,950 Equity

Ordered, this 26th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., attorney named in mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $ 14,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Mar. 4th Edition

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF GUNTHER O. HOF AND
VIRGINIA L. HOF, HIS WIFE
xxxxxxx

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

George Sachse
JUDGE.

FILED
1965 APR -7 AM 11:26

18

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,950 Equity

Order Nisi

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
GUNTHER O. HOF and
VIRGINIA L. HOF, his wife

Ordered, this 26th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $14,700.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-25

FILED
1965 MAR 29 PM 1:16
No. M. G. 5733

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 415

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq 16,950
Gunther O. Hof

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 April, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

GUNTHER O. HOF AND VIRGINIA L. HOF, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,950 Equity

To the Honorable, the Judges of said Court:

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

FILED
1965 MAY -7 PM 4:03

All of which is respectfully submitted.
May 7, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of May, 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 MAY 25 PM 12:54

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GUNTHER O. HOF AND VIRGINIA L. HOF, his wife

In Acct. with WILLIAM W. TOWNSHEND, JR., ATTORNEY NAMED IN MORTGAGE

					Cr.	
1965, February 23,						
Proceeds of sale	14,700	00				
Interest on deferred payment of $13,950.00 from 2/23/65 to 4/29/65 @ 6%	146	55	14,846	55		
					14,846	55
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz	475	38	575	38		
To Attorney for Court Costs, viz						
Plaintiff's Solicitors Appearance fee	10	00				
Clerk of Courts - court costs	28	00				
Auditor - stating this account	35	00	73	00		
To Attorney for expenses, viz						
Capital-Gazette Press - Advertising sale	82	24				
Capital-Gazette Press - Order Nisi, sale	15	00				
Speer Publications - Handbills	18	02				
Pennsylvania Insurance Co. - Bond Premium	60	00				
Robert H. Campbell - Auctioneers fee	45	00				
One-half cost documentary stamps	24	75				
1965 Taxes, adjusted 1/1/65 to 2/26/65 ($117.84)	36	80				
Dorothy P. McNew - Notary fees	1	50	283	31		
To Loyola Federal Savings & Loan Association this balance on account of claim filed	13,914	86	13,914	86		
					14,846	55

Amount of Mortgage claim filed	13,967	89
Interest on principal balance of $13,564.03 from 1/31/65 to 5/24/65 - 113 days @ 6%	252	29
	14,220	18
Credit - Amount allowed above	13,914	86
Balance Subject to Decree in Personam	305	32

In the Matter of the Mortgaged Real Estate of William J. Collison and Eleanor F. Collison, his wife	: No. 17,007 Equity : In the Circuit Court : for : Anne Arundel County :	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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1965 FEB 16 PM 2:07

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LIBER 161 PAGE 420

No. 17,007 Gift

BOOK 1472 PAGE 226

This Mortgage, made this 28th day of April in the year one thousand nine hundred and sixty-one, between WILLIAM J. COLLISON and ELEANOR F. COLLISON, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

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

FIFTEEN THOUSAND DOLLARS ----------($15,000.00)

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

By the payment of ONE HUNDRED EIGHT DOLLARS ----------($108.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; the first of said payments, however, being due and payable on or before the first day of June 1961.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3, 4, 5 and 6, Section N, Beverley Beach as shown on a plat of Beverley Beach filed among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto the within-named Mortgagors by Harold H. David, et al, dated July 11, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 769, Folio 217.

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

33.00

FILED

1965 FEB 16 PM 2:07

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Dorothy P. McNew
Dorothy P. McNew

William J. Collison
William J. Collison (SEAL)

Eleanor F. Collison
Eleanor F. Collison (SEAL)

(SEAL)

LIBER 161 PAGE 423

BOOK 1472 PAGE 229

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 28th day of April, in the year one thousand, nine hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William J. Collison and Eleanor F. Collison, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Dorothy P. McNew

Dorothy P. McNew
NOTARY PUBLIC

My Commission expires

Rec'd for record May 2, 1961 at 2:28 P.M. 11.00
Mailed to Wm. W. Townshend, Jr.

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

MORTGAGE
FROM
WILLIAM J. COLLISON and
ELEANOR F. COLLISON, his wife

TO
UNITED FEDERAL SAVINGS &
LOAN ASSOCIATION OF
GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 13.00

LIBER 161 PAGE 424

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

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

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

No. 17,002 Equity

Under and by virtue of power of sale contained in a mortgage from William J. Collison and Eleanor F. Collison, his wife, dated April 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, Folio 226, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, MARCH 16th, 1965

at 10:30 o'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3, 4, 5 and 6, Section N, Beverley Beach, as shown on a plat of Beverley Beach filed among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto William J. Collison and Eleanor F. Collison, his wife, by Harold H. David, et al, by deed dated July 11, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 769, Folio 217.

The above property is improved by a frame dwelling with modern conveniences.

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

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adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: February 18th and 25th, and
March 4th and 11th, 1965

Please send twenty-five handbills.

No. 17,007 Eq.

LIBER 161 PAGE 426

AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged
Real Estate of William J. Collison
and Eleanor F. Collison, his wife

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 16th day of February, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage

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

William J. Collison and Eleanor F. Collison, his wife,

~~xxdx~~ 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 16th day of February, 19 65.

Notarial Seal

Dorothy P. McNew
Dorothy P. McNew Notary Public

My Commission will expire on:

May 3rd, 1965

Filed,

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1965 FEB 16 PM 2:07

LIBER 161 PAGE 427

In the Matter of the	:	No. 17,007 Equity
Mortgaged Real Estate of	:	In the Circuit Court
William J. Collison and	:	for
Eleanor F. Collison, his	:	Anne Arundel County
wife	:	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from William J. Collison and Eleanor F. Collison, his wife, to Loyola Federal Savings and Loan Association dated April 28th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, Folio 226.		$15,000.00
Less total amount paid on account of principal.	$1,470.77	
Less Credit Expense Account	60.44	1,531.21
		$13,468.79
Interest to February 28, 1965		473.52
Amount of mortgage indebtedness		$13,942.31

William W. Townshend, Jr.
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of February 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

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1965 FEB 16 PM 2:07

#17-607

The Pennsylvania Insurance Company

BOOK 13 PAGE 92

LIBER 161 PAGE 428

A STOCK COMPANY

BOND NO. 53 32 82

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00) - 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 9th day of March, 1965.

WHEREAS, By virtue of a power of sale contained in a Mortgage from William J. Collison and Eleanor F. Collison, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 28th day of April, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1472, Folio 226, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy G. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Rosalie Paris

THE PENNSYLVANIA INSURANCE COMPANY

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

Bond approved this 10th day of March, 1965
Louis N. Phipps, Clerk

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17007

LIBER 161 PAGE 429

WILLIAM W. TOWNSHEND, Jr.
Attorney
Towns-Worth Building, South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from William J. Collison and Eleanor F. Collison, his wife, dated April 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, Folio 226, default havnig occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUES., MARCH 16th, 1965 at 10:30 O'CLOCK A.M.

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3, 4, 5 and 6, Section N, Beverley Beach, as shown on a plat of Beverley Beach filed among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto William J. Collison and Eleanor F. Collison, his wife, by Harold H. David, et al, by deed dated July 11, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 769, Folio 217.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, Jr.
Attorney
Town-Worth Building, South St.
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

M-11

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 15, 1965

We hereby certify, that the annexed

Attorney's Sale

William J. Collison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of March, 1965. The first insertion being made the 12th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

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1965 MAR 15 PM 4:06

ROBERT H. CAMPBELL - - - - Auctioneer

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from William J. Collison and Eleanor F. Collison, his wife, dated April 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, Folio 226, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, MARCH 16th, 1965

AT 10:30 O'CLOCK A.M.

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3, 4, 5 and 6, Section N, Beverley Beach, as shown on a plat of Beverley Beach filed among the Plat Records of Anne Arundel County in Plat Book 10, Folio 9.

BEING the same property conveyed unto William J. Collison and Eleanor F. Collison, his wife, by Harold H. David, et al, by deed dated July 11, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 769, Folio 217.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

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1965 MAR 19 PM 12:11

Annapolis, Maryland
March 16th, 1965

I HEREBY CERTIFY that I have this 16th day of March 1965 sold the property described on the reverse hereof unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION at and for the sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 16th day of March 1965, purchased from William W. Townshend, Jr, Attorney, the property described on the reverse hereof at and for the sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) and I/we hereby agree to comply with the terms of sale.

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Wilmer M. Johnson, Vice President

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1965 MAR 19 PM 12:11

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
William J. Collison and	:	for
Eleanor F. Collison, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 16th day of March 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Wilmer M. Johnson, Vice President of Loyola Federal Savings and Loan Assn. the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) it was not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) it had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

_____ (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr.
Notary Public

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1965 MAR 19 PM 12:11

In the Matter of the	:	No. 17,007 Equity
Mortgaged Real Estate of	:	In the Circuit Court
William J. Collison and	:	for
Eleanor F. Collison, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from William J. Collison and Eleanor F. Collison, his wife, dated April 28th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1472, Folio 226, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, March 16th, 1965, at 10:30 o'clock A.M. and then and there sold the said property to Loyola Federal Savings and Loan Association, a body corporate, at and for the sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 1, 2, 3, 4, 5 and 6, Section N, Beverley Beach, as shown on a plat of Beverley Beach filed

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1965 MAR 19 PM 12:11

among the Plat Records of Anne Arundel County in Plat Book 10, folio 9.

BEING the same property conveyed unto William J. Collison and Eleanor F. Collison, his wife, by Harold H. David, et al, by deed dated July 11, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 769, Folio 217.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $750.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of March 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

LIBER 161 PAGE 435

In the Matter of the Mortgaged
Real Estate of William J. Collison
and Eleanor F. Collison, his wife

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,007 Equity

Ordered, this 19th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of April next.

The report states that the amount of sale was $13,500.00

Louis N. Phippis Clerk.

True Copy,
William W. Townshend, Jr.

TEST: Clerk.
For the Maryland Gazette (Mar. 25th Edition)

(Final Order)

In the Matter of the Mortgaged
Real Estate of William J. Collison
and Eleanor F. Collison, his wife

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of April, 19 65 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse,
JUDGE.

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1965 APR 27 PM 2:46

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,007 Equity

In the Matter of the Mortgaged Real Estate of
WILLIAM J. COLLISON and
ELEANOR F. COLLISON, his wife

Ordered, this 19th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townsend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of April next.

The report states that the amount of sale was $13,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

A-15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 436

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 17,007
William J. Collison

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of April, 1965. The first insertion being made the 25th day of March, 1965.

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1965 APR 19 PM 2:20

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 4285

By H. Tilghman

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
WILLIAM J. COLLISON AND ELEANOR F. COLLISON,
his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,007 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 MAY -7 PM 4:01

All of which is respectfully submitted.
May 7, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of May, 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

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1965 MAY 25 PM 12:52

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM J. COLLISON AND ELEANOR F. COLLISON, his wife

In Acct. with WILLIAM W. TOWNSHEND, JR., ATTORNEY NAMED IN MORTGAGE

Cr.

1965, March 16,						
Proceeds of sale	13,500	00	13,500	00		
					13,500	00
To Attorney for fee, viz	100	00				
To Attorney for commissions, viz	435	00	535	00		
To Attorney 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 Attorney for expenses, viz						
Capital-Gazette Press - Advertising sale	71	76				
Capital-Gazette Press - Order Nisi, sale	15	00				
Speer Publications - Handbills	17	00				
Pennsylvania Insurance Co. - Bond Premium	60	00				
Robert H. Campbell - Auctioneers fee	45	00				
One-half cost of documentary stamps	22	28				
1965 Taxes - Adjusted 1/1/65 to 3/16/65($105.14)	42	30				
Dorothy P. McNew - Notary fees	1	50	274	84		
To Loyola Federal Savings & Loan Association						
this balance on account of claim filed	12,617	16	12,617	16		
					13,500	00
Amount of mortgage claim filed	13,942	31				
Interest on principal debt of $13,468.79 from						
2/28/65 to 5/24/65 - 85 days @ 6%	188	29				
	14,130	60				
Credit - Amount allowed above	12,617	16				
Balance Subject to Decree in Personam	1,513	44				

DELORES M. EDWARDS, individually and as mother and next friend of M. EDWARD HEILMAN and TIMOTHY JOHN EDWARDS, minors North Beach Park North Beach, Maryland	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
V:	*	
M. EDWARD HEILMAN and TIMOTHY JOHN EDWARDS, minors North Beach Park North Beach, Maryland	*	
Defendants	*	NO. 17,074 EQUITY

* * * * * * * * *

BILL OF COMPLAINT FOR THE SALE OF REAL ESTATE

The Plaintiff, Delores M. Edwards, individually and as mother and next friend of M. Edward Heilman and Timothy John Edwards, minors, by Smith and Wohlgemuth, her attorneys, respectfully represents:

FIRST: That by virtue of the Last Will and Testament of Mildred R. Morrison, also known as Mildred E. Morrison, probated in the Orphans' Court for Anne Arundel County and recorded therein in Liber H.S.C. 2, folio 422, being Administrations Number 10,069, the plaintiff is the life tenant and her two minor children, the defendants, M. Edward Heilman and Timothy John Edwards are remaindermen of certain improved real estate located in the Eighth Election District of Anne Arundel County and more particularly described as follows: Lot No. 6, Block 10, North Beach Park, SAVING and EXCEPTING therefrom, all that tract of land which by Deed dated August 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 17, folio 370, was conveyed by George W. Robeson and Florence I. Robeson unto E. A. Nelson, Jr. and wife; and the north twenty (20) feet of Lot No. 5, Block 10, of North Beach Park; the above two parcels comprising a strip of land forty (40) feet in width by an even depth of 125 feet in Block 10 of North Beach Park, as shown on a plat thereof recorded among the Plat Records of Anne Arundel County, and being described in a Deed dated

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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1965 MAR 16 AM 10: 23

February 14, 1958 from Ronald L. Essex and Mary E. Essex, to the said Mildred R. Morrison, widow, which Deed is recorded among the Land Records of Anne Arundel County in Liber GTC 1189, folio 218.

SECOND: That the said improved real estate is presently the residence of the plaintiff and her two children.

THIRD: That although the plaintiff is married to one Johnnie O. Edwards, her said husband has heretofore deserted and abandoned the plaintiff and her two minor children and pays to the plaintiff the sum of TWENTY DOLLARS ($20.00) per week, which amount is insufficient for the said plaintiff to support herself and the said minor children; that by reason of the temporary illness of the plaintiff and the present location of her residence, she has been unable to find employment for herself, and by reason of the desertion of her husband and her lack of income, the 1964 and 1965 real estate taxes for Anne Arundel County and the State of Maryland assessed against the said property are unpaid, the payments upon a mortgage upon the said property are three months in arrears, and the plaintiff has been compelled to borrow funds from individuals and lending institutions to sustain herself and her children.

FOURTH: That by reason of the dire financial situation in which the plaintiff now finds herself, her oldest son, by his own decision, has interrupted his education and taken employment while living with a friend in a locality where such employment may be found, and he is contributing to the support of his mother and brother.

FIFTH: That the plaintiff desires to move her residence and relocate in an area where she may find employment, make a home for her children in a rental unit where the expenses of upkeep will not be such a severe burden, and to allow her said son to resume his education.

SIXTH: That the property mentioned herein would not produce sufficient rental income to pay the expenses of upkeep and still provide to the plaintiff any funds with which she might live elsewhere, and it would be to the best interest of the plaintiff and her said minor children to sell the said real estate, and to use the proceeds therefrom to pay existing debts and invest the balance for the benefit of her said minor children.

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ANNAPOLIS, MD.

SEVENTH: That the plaintiff has entered into a contract, subject to the approval and ratification by this Court, for the sale of the said property to one Eugene Vincent Young, Jr. and Julia C. Young, his wife, for the sum of TWELVE THOUSAND DOLLARS ($12,000.00) which amount she believes, and therefor alleges, is fair and reasonable; that an executed copy of the said contract of sale is attached hereto marked Exhibit No. I and prayed to be taken as a part hereof.

EIGHTH: That in accordance with the rules of the Circuit Court for Anne Arundel County (1953 Edition), and particularly Equity Rule 17 thereof, the plaintiff, as life tenant of the property hereinbefore described, being between the ages of 35 and 45, is entitled to a sum equal to three-eights (3/8) of the net proceeds of the sale of the said property, and her said minor children are entitled to the balance thereof.

WHEREFORE, the plaintiff prays:

1. That a decree may be passed by this Court authorizing the sale of the property herein mentioned.

2. That the contract of sale filed in these proceedings as Exhibit No. I may be approved, ratified and confirmed, and a trustee be appointed and authorized to transfer the interest of all of the parties hereto to the purchasers of the said property.

3. That the proceeds of such sale may be brought into this Court, and after payment of all expenses, court costs and all other allowances, that three-eights (3/8) of the net balance thereof may be ordered to be paid over to the plaintiff, and the remainder ordered to be paid over to the duly appointed guardian of the minor defendants.

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

SMITH AND WOHLGEMUTH

BY: Malcolm B. Smith

MALCOLM B. SMITH
Four Church Circle
Annapolis, Maryland
Telephone: COlonial 3-2646

Attorney for Plaintiff

Delores M. Edwards
DELORES M. EDWARDS
Plaintiff

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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No. 17,074 Eq.

++ CONTRACT OF SALE ++

THIS AGREEMENT, made this 11th day of March, 1965, by and between DELORES M. EDWARDS, of the First Part, hereinafter called Seller, and EUGENE VINCENT YOUNG, JR. and JULIA C. YOUNG, his wife, of the Second Part, hereinafter called Purchasers;

WITNESSETH: That for and in consideration of these premises and the hereinafter mentioned deposit, the Seller does hereby bargain and sell unto the Purchasers, and the Purchasers do hereby purchase from the Seller, subject to any covenants and restrictions of record, the following described property located in the Eighth Election District of Anne Arundel County:

> Lot No. 6, Block 10 of North Beach Park and the north 20 feet of Lot No. 5, Block 10 of North Beach Park, saving and excepting therefrom all that tract of land which by deed dated August 19, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.N.B. 17, folio 370 was conveyed by George W. Robeson and Florence I. Robeson unto E.A. Nelson, Jr. and wife.

At and for the price of TWELVE THOUSAND DOLLARS ($12,000.00), of which FIVE HUNDRED DOLLARS ($500.00) has been paid at the time of the signing of this Agreement, and the balance of the said purchase price shall be paid in cash at the time of settlement. It is specifically understood and agreed between the Parties that the Seller is the life tenant of the property which is the subject of this Agreement, and the remainder interest thereof is owned by the two minor children of the Seller, and that this Agreement is contigent upon the ratification and approval of such sale by The Circuit Court for Anne Arundel County, and settlement shall be held within thirty (30) days after final ratification of such sale by said Court.

Upon payment of the unpaid purchase money, a deed for the property shall be executed by the proper person or persons authorized by the said Court to make such conveyance, which deed shall convey the said property by a good and merchantable title to the Purchasers, free of all encumbrances, otherwise the above referred to deposit shall be refunded and

Examiner's Exhibit No. 1
Edward v. Hilman, et al. Equity No. 17074
JOE S. Rowe Jr. Exam

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this Contract shall become null and void.

Taxes and all other assessments, public dues and charges shall be adjusted to the date of settlement, and State and Federal documentary stamps shall be borne equally between the Seller and the Purchasers.

WITNESS the hands and seals of the Parties hereto.

WITNESS:

Delores M. Edwards (SEAL)
DELORES M. EDWARDS

Seller

John H. Pflueger

Eugene Vincent Young Jr. (SEAL)
EUGENE VINCENT YOUNG, JR.

John H. Pflueger

Julia C. Young (SEAL)
JULIA C. YOUNG

Purchasers

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LIBER 161 PAGE 444

DELORES M. EDWARDS, etc.	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	
V:	*	ANNE ARUNDEL COUNTY
M. EDWARD HEILMAN and TIMOTHY JOHN EDWARDS, minors,	*	
Defendants	*	NO. 17,074 EQUITY

* * * * * * * * *

PETITION FOR THE APPOINTMENT OF
A GUARDIAN AD LITEM

The Petition of Delores M. Edwards, Plaintiff, by Smith and Wohlgemuth, her attorneys, respectfully shows that the infant defendants, M. Edward Heilman and Timothy John Edwards, have been properly summoned and served with copies of the Bill of Complaint filed in these proceedings, and they do not have the capacity to enter their answer or other plea. Wherefore, your Petitioner prays this Honorable Court to appoint a guardian ad litem to appear and answer for the said minor defendants.

SMITH AND WOHLGEMUTH

BY: Malcolm B. Smith
MALCOLM B. SMITH

Attorney for Plaintiff

* * ORDER OF COURT * *

UPON consideration of the aforegoing Petition and these proceedings, it is, this 16th day of March, 1965, by the Circuit Court for Anne Arundel County, ORDERED: That Ernest M. Florestano be, and he is hereby, appointed guardian ad litem for the minor defendants, M. Edward Heilman and Timothy John Edwards, and he is directed to file his answer or other pleading within fifteen (15) days after notice of his appointment, and the Clerk of this Court is hereby directed to notify the said guardian ad litem of his appointment.

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ANNAPOLIS, MD.

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DELORES M. EDWARDS, etc.	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	
V:	*	ANNE ARUNDEL COUNTY
M. EDWARD HEILMAN and TIMOTHY JOHN EDWARDS, minors,	*	
Defendants	*	NO. 17074 EQUITY

* * * * * * * * *

ANSWER OF GUARDIAN AD LITEM

The answer of M. Edward Heilman and Timothy John Edwards, minors, by Ernest M. Florestano, guardian ad litem duly appointed by Order of this Court, respectfully shows:

These defendants, being minors, can neither admit nor deny any of the matters or things alleged in the said Bill of Complaint, and they submit their rights to the protection of the Court.

Ernest Florestano

ERNEST M. FLORESTANO
Guardian Ad Litem

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SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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DELORES M. EDWARDS, etc.	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
M. EDWARD HEILMAN, and TIMOTHY JOHN EDWARDS, minors	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 17,074 EQUITY

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

TESTIMONY TAKEN ON BEHALF OF THE PLAINTIFF

April 7, 1965

Present:

Mr. Malcolm B. Smith, Solicitor for Plaintiff

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

Mrs. Shirley Dudley, Court Stenographer

Witnesses:

Delores M. Edwards, pages 2 - 9

Marion S. Thompson, pages 10 - 11

Vinton T. Bull, pages 12 - 13

Eldridge S. Wilkerson, pages 14 - 15

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DELORES M. EDWARDS, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Smith)

1 Mrs. Edwards, would you state your full name and address, please?

A Delores Morrison Edwards, North Beach Park, North Beach, Maryland.

2 And are you employed?

A Not at the present, no.

3 Are you married?

A Yes.

4 To whom are you married?

A Johnnie O. Edwards.

5 And are you and your husband living together?

A No.

6 Did he leave you?

A Yes.

7 When did he leave?

A About the third week in January.

8 Of this year?

A Of this year.

9 And do you have any children?

A Two.

10 And their names and birthdates?

9

A M. Edward Heiman, he is 16. His birthday, December 12, 1948; and Timothy John Edwards, age 11. His birthday was March 28, 1954.

11 And is your husband contributing to the support of you and the children?

A Yes. $20.00 a week.

12 He gives you $20.00 a week?

A $20.00 a week.

13 Do you know how much he makes?

A Around seventy five a week.

14 Does he have any other obligations incurred jointly by you all?

A Yes.

15 And he is taking care of those?

A Yes.

16 So in other words you feel that he couldn't afford to pay you right now any more than $20.00 a week?

A No.

17 The children are living with you, are they?

A Yes.

18 Do you have any other income other than what your husband gives you?

A Just a social security check for my oldest boy, which now he is working I will lose.

19 How much is that?

A $59.30.

20 Per month?

10

A Per month.

21 This is as the result of the death of your first husband?

A That's right.

22 Now do you own the property described in the first paragraph of the bill of complaint as being a portion of Lot 6, Block 10, and a portion of Lot 5, Block 10 of North Beach Park?

A Yes.

23 Are you living there?

A Yes.

24 Now does anyone else have an interest in this property?

A Yes. You mean besides myself?

25 Yes.

A The two children, I imagine would be.

26 In other words, you have a life estate in the property and your two children have the remainder interest?

A That's right.

27 This was left to you by your mother, Mildred Morrison?

A Yes.

28 Is there a mortgage on the property?

A Yes, there is.

29 Do you know the balance? The principal balance.

A It is around twenty two hundred. I could give you the exact figure if -

30 That's alright, around twenty two hundred dollars and your mortgage payments are how much?

A Well right now they are only thirty dollars a month.

31 What does the mortgage itself call for?

A It calls for payments of $58.00.

32 Are you inarrears in the mortgage payments?

A Yes, I am.

33 How many payments are you in arrears?

A I am four or five if not more.

34 Do you have any money with which to make up these payments?

A No, I don't.

35 And have you paid the taxes ontheproperty for 1964?

A No.

36 For 1965?

A No.

37 Do you have any money with which to pay these taxes?

A No.

38 Have you had to borrow any money to meet your living expenses?

A Yes.

39 From whom did you borrow the money?

A From the bank and from individuals, friends.

40 How much did you borrow from the bank?

A $200.00.

41 And which bank was this?

A Maryland National, the same place I have the mortgage.

42 And you have agreed that in the event the Court authorizes this sale of this property as we are requesting, that the sum

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necessary to pay this loan to the bank maybe paid out of the proceeds to which you might be entitled?

A Yes.

43 Now are your children in school?

A Just one of them at the present, the youngest one.

44 What about the older boy?

A He quit school on his own accord to go out and help support the small one and myself.

45 Was he making good grades in school?

A Yes.

46 Where is he working and how much does he make?

A He is working for a painting contractor in Wheaton, Maryland and he only makes around $50.00 a week.

47 And he contributes to your support out of that?

A Yes.

48 Do you want him to go back to school?

A Yes, definitely.

49 Would you tell us just why you want to sell this property?

A Well, for one thing, mainly so that I can have my family together, my boy can resume his education and then I can move uptown where I can seek employment, that we can maintain a home. Being down at the beach, it's a remote place and it is far from everything.

50 Have you been unable to find any employment in that area?

A Oh, yes, there is nothing.

13

51 And your oldest boy is living with a friend near his employment?

A Yes.

52 And if you are able to obtain an apartment in that area then he could live with you and go to school, is that it?

A Yes.

53 Now has the bank also threatened foreclosure on the property?

A If I can't make my payments up. I mean they just can't go on indefinitely without making payments.

54 So unless the property is sold the bank will have to foreclose on the mortgage?

A That's right.

55 Or it will be sold for the taxes you owe?

A That's right.

56 You don't anticipate any money coming to you that you would be able to make up these mortgage payments or pay your taxes?

A No.

57 How old are you, Mrs. Edwards?

A Thirty six.

58 And what is the state of your general health?

A It's fairly good. I have had the flu and colds, and I am a diabetic but it is under control.

59 Do you think that you could rent this property and receive enough rent from it to meet the expenses of the upkeep and make your mortgage payments on it?

A I don't think that you could. I have thought about it, and I

have inquired into it but I wouldn't be able to rent it to meet the expenses and the upkeep of it.

60 Now have you entered into a contract for the sale of this property?

A Yes, I have.

61 With whom?

A With Eugene Young, Jr.

62 And what was the purchase price agreed upon?

A $12,000.00

63 Is this the agreement that you and Mr. and Mrs. Young signed?

A That's right.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

64 Now in the event that the Court ratifies this agreement and authorizes the sale, it is your desire that the Court award to you 3/8 of the net proceeds representing the value of your life estate?

A Yes, sir.

65 And whatis your reason for asking for this rather than simply receiving the income from the investment of the money?

A Well, so I can maintain a home andpay my debts off and get everything back level again so we can have a home together.

66 And then the balance of the proceeds would be invested and held for the benefit of your children?

A That's right.

67 Have you been appointed Guardian for your children?

15

A Yes, I have.

68 In the Orphan's Court for Anne Arundel County?

A Yes.

(APPOINTMENT OF GUARDIAN FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

69 And your appointment provides that any funds coming to the children will be deposited in a savings and loan association account and withdrawn only by order of the Orphan's Court?

A That's right.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Dolores M. Edwards

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

(Mr. Smith)

1 Mrs. Thompson, would you state your full name and address?

A Mrs. Marion S. Thompson, 1610 Burris Road, Rockville, Maryland.

2 Do you know Mrs. Delores Edwards?

A Yes, since childhood.

3 Do you know whether she and her husband are living together?

A No, they are not.

4 Do you know how much he is contributing to the support of Mrs. Edwards and the two children?

A $20.00 a week.

5 Does she have any other income at all?

A Not that I know of.

6 I believe her son has been living with you, is that correct?

A Yes.

7 What was the reason for this?

A Well, I was trying to help her out so he could get employment up there in Wheaton and have a place to live while he was getting a job and working.

8 Do you know Mrs. Edwards financial circumstances?

A They are very poor.

9 Is she behind in her mortgage payments?

A Yes.

10 Has she paid the taxes for 1964 and 1965?

18

A No, she has not.

11 In your opinion would it be advantageous and to the best interests of the two children that the property be sold and the balance of the proceeds after the payment to Mrs. Edwards for the value of her life estate be held for the benefit of the children?

A Yes, Ithink it would be.

12 Why do you say this?

A So she could be near employement and keep the family together, I think that would be best for the children to live with their mother, definitely.

13 And knowing her financial circumstances is it true that she will lose this property anyway by foreclosure on the mortgage?

A Yes, sir.

14 The boy who is staying with you, you have known him since his birth, I assume?

A Yes, I have.

15 Is a capable boy in school and so forth?

A Yes, he is very. It is a shame he had to drop out.

16 And you feel that if he can go back to school he will complete his education?

A Yes. He only has about a year and a half more to go.

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. Marion S. Thompson

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

(Mr. Smith)

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

A Vinton Bull, Edgewater, Maryland.

2 And your employment?

A Supervisor of Assessments.

3 Would you state briefly your qualifications as a real estate appraiser?

A I have been appraising real estate since 1949.

4 And you have been a county assessor for -

A Since 1949.

5 Prior to that you were assistant county assessor?

A No, I came with the county in '49.

6 Have you examined the property described in this bill of complaint as part of Lot 6, Block 10 and part of Lot 5, Block 10, of NOrth Beach Park belonging to Mrs. Delores Edwards and her two children?

A Yes, sir.

7 Would you describe the property please?

A Well it is fronting on the Chesapeake Bay. The lot is 40 feet wide, a good bulkhead. Has a cheap frame dwelling with a garage on it, and the buildings have been improved over recent years by adding new asbestos shingle siding and the roof, storm doors and windows have all been repaired or remodeled, and it is in

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reasonably good condition.

8 In your opinion what is the current market value of this property?

A I have come up with a value here on the buildings of $7715.00 and land, $4,000.00, which gives a total value of $11,715.00.

9 And in your opinion then the contract which has been filed in these proceedings for the sale of this property for the sum of $12,000.00 would be a fair and reasonable price for the property?

A Based on our opinion and this appraisal it would be fair.

10 Could the property be successfully rented to produce a sufficient income to pay the expenses and upkeep and have anything left over?

A I don't know. I doubt it very much as far as rental. The property is this type, if you rented it on a seasonable basis due to its location, seasonable rentals, people usually have a tendency to destroy property or the maintenance of it is higher than the average property and I expect it would be rather difficult to get enough rental from it on a year round basis to justify it.

22

QUESTION BY THE EXAMINER:

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

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

Answer No.

Signature Winston T. Bell

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

(Mr. Smith)

1 Would you state your full name and address?

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

2 And your employment?

A Assistant Supervisor of Assessments.

3 Would you state your qualifications as a real estate appraiser?

A Well I came with the County in 1952 and worked as an assessor's aid and made assessor in 1955 and Assistant Supervisor in 1958.

4 And you have been appraising real estate since that time in Anne Arundel County?

A Yes.

5 And testifying in Court proceedings as an expert?

A Yes, sir.

6 Will you describe the property - or have you examined the property described in the first paragraph of the bill of complaint?

A Yes, I have.

7 Would you briefly describe theproperty?

A Well this is strictly a waterfront subdivision, faces on Chesapeake Bay, 40 feet with a good bulkhead. It's a good lot although it is very small, 40 by 125, and it has a house and garage which takes up most of the ground. The house is in, I would say, average condition. I would say the house would

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be probably thirty five years old, at least. It has been improved. It has stove heat, but I don't know whether it could be really used for year round occupancy or not. It's mostly built on the summer cottage basis.

8 In your opinion what would be the fair market value of this property?

A Well the dwelling we appraised at $7030. and the garage at $685. making $7715. on buildings. $4000.00 on the land, total of $11,715.

9 In your opinion would the sale of this property for the sum of $12,000.00 be fair and reasonable?

A I think it is a very fair price.

10 In your opinion could this property be rented successfully to produce enough income to maintain the property and have anything left over?

A I really don't think that it could be because I think most of the rental you would have would be for summer months only, and on a year round basis the house is a pretty cheap house and I don't think you would get enough income out of it to justify it.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Eldridge S. Wilkinson

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

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

Witness my hand and seal this 8th day of April, 1965.

John G. Rouse, Jr. Examiner (SEAL)

J.R. $25.00

S.D. $15.00

The State of Maryland,

Anne Arundel County, Sc.:

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify, that it appears by the Records in his Office, that on the 30" day of March in the year of our Lord one thousand nine hundred and sixty-five

Delores M. Edwards

was appointed by the **Orphans' Court of Anne Arundel County, GUARDIAN** to

Timothy John Edwards

and

Merle Edward Heilman III

Infant child of Deceased

and the said Delores M. Edwards being then and there present in said Court accepted of the said Guardianship, ~~and gave Bond with securities who were approved of by the said Court for the faithful performance of his duty as Guardian to the said Infant in the penalty of $~~

Money to be deposited in insured Savings Accounts in the names of the said minors, subject to withdrawal upon Order of Court

In Testimony Whereof, I hereunto subscribe by name and affix the Seal of my office, this 30" day of March in the year of our Lord nineteen hundred and ~~forty~~ sixty-five

TEST:

George M. Whitwell

Register of Wills for Anne Arundel County

2000—5-42

Examiner's Exhibit No 2
Edward v. Heilman et al, Equity No 17074
John S. Rome Jr, Examiner.

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DELORES M. EDWARDS, etc.	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
M. EDWARD HEILMAN, and	*	ANNE ARUNDEL COUNTY
TIMOTHY JOHN EDWARDS, Minors	*	NO. 17,074 EQUITY
Defendants	*	

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

REPORT OF MASTER AND EXAMINER

3/16/65 Bill for the sale of real estate filed by Plaintiff, individually, and as mother and next friend of her two minor children. The two minor children were named Defendants in the Bill.

3/16/65 Proper service obtained on both minor defendants.

3/16/65 Guardian Ad Litem appointed by Court pursuant to Petition.

3/18/65 Answer by Guardian Ad Litem filed.

4/7/65 Testimony taken before Examiner.

Substance of Testimony:

Evidence shows that the Plaintiff is the life tenant and her two minor children, the defendants, have the remainder interest in the real property described in the Bill of Complaint. Two real estate appraisers described the property in question and stated that in their opinion the value of the property with its improvements was $11,715; and that the Contract of Sale (Exhibit #1) for the sale of said property in the sum of $12,000 represented a fair and reasonable price for the property. They further testified that in their opinion, the property could not be successfully rented to produce sufficient income to pay expenses and upkeep and have anything left over.

The Plaintiff's testimony substantiated the allegations in the Bill of Complaint concerning her financial situation and that of her children, and the evidence conclusively demonstrates that it would be to the best interest of the parties that the Contract of Sale be ratified and approved.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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Case ready for decree April 20 , 1965.

Attached form of decree recommended.

John G. Rouse, Jr.
Examiner and Master

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

4/8/65
JGR/jod

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DELORES M. EDWARDS, etc.	*	IN
Plaintiff	*	THE CIRCUIT COURT
VS.	*	FOR
M. EDWARD HEILMAN and	*	ANNE ARUNDEL COUNTY
TIMOTHY JOHN EDWARDS, Minors	*	NO. 17,074 EQUITY
Defendants		

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

D E C R E E

The above cause standing ready for hearing and being submitted, the Bill, Answers, Testimony and all the other proceedings were, by the Court, read and considered

It is thereupon this 21st day of April, 1965, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold and the Contract of Sale filed herein marked "Examiner's Exhibit No. 1" be, and the same are hereby, ratified and confirmed for the sale of the property therein described, and that Malcolm B. Smith be, and he is hereby, appointed Trustee to consummate the said sale in accordance with the terms of said Contract, 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 Twelve Thousand Dollars ($12,000.) conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; and on payment of the whole purchase money (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the contract purchasers, Eugene

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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Vincent Young, Jr., and Julia C. Young, his wife, as tenants by the entireties, their heirs and assigns, in fee simply, free, clear and discharged from all claims of the parties hereto, complainants and defendants and those claiming by, from or under them or any of them, the property described on Examiner's Exhibit No. 1 filed in these proceedings. And the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

George Sachse
Judge

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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No. 17,074 Equity

LIBER 161 PAGE 471
LIBER 1189 PAGE 218

THIS DEED, made this 14th. day of ~~January~~ February, in the year Nineteen Hundred Fifty-Eight, by and between RONALD L. ESSEX and MARY E. ESSEX, his wife, hereinafter referred to as GRANTORS, and MILDRED R. MORRISON, Widow, hereinafter referred to as GRANTEE,

WITNESSETH: That, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid by the GRANTEE unto and to the GRANTORS, the receipt whereof is hereby acknowledged, the GRANTORS have bargained and sold, and do, by these presents, grant and convey unto the GRANTEE, her heirs and assigns, forever, in fee simple,

ALL of those parcels of land situate in the Eighth Election District, Anne Arundel County, State of Maryland, and being more particularly described as follows:

FIRST: Lot No. 6, Block 10, North Beach Park, SAVING AND EXCEPTING therefrom, all that tract of land which by deed dated August 19, 1925, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.M.B. No. 17, folio 370, was conveyed by George W. Robeson and Florence I. Robeson unto F. A. Nelson, Jr., and wife.

SECOND: The North 20 feet of Lot No. 5, Block 10, North Beach Park.

The above two tracts comprise a strip of land 40 feet in width by an even depth of 125 feet in Block 10 of North Beach Park, according to a plat thereof which is recorded among the Plat Records of the County aforesaid in Cabinet 1 Rod I, Plat 10.

BEING the same property which was conveyed to Ronald L. Essex and wife by Florence I. Robeson, Widow, by deed dated 24 August 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 586, folio 322.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described premises unto and to the proper use and benefit of the GRANTEE, her heirs and assigns, forever, in fee simple,

Petitioner's Exh. #1

CANCELLED

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD

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subject to covenants and restrictions of record.

AND the GRANTORS hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of same as may be requisite.

WITNESS the hands and seals of said GRANTORS.

WITNESS:

O. F. Bowen

Ronald L. Essex (SEAL)
Ronald L. Essex

Mary E. Essex (SEAL)
Mary E. Essex

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I hereby certify that on this 14th. day of ~~January~~ February, 1958, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Roland L. Essex and Mary E. Essex, his, wife and they each acknowledged the aforegoing deed to be their own act and deed.

Witness my hand and seal Notarial.

Notary Public
O. F. Bowen

Rec'd for record Mar 7 1958 at 12.52 P.M.
Mailed to Childs & Bald

STATE OF MARYLAND. ANNE ARUNDEL COUNTY. SCT.

I HEREBY CERTIFY, that the oforegoing Deed is truly taken ond copied from Liber G.T.C. No. 1189 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 21 day of April A. D., 1965.

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

CHILD
ATTOR
ANNA

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No 17,074 Equity

L

LIBER 161 PAGE 473

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REGISTER OF WILLS
ANNE ARUNDEL COUNTY, MD.

LAST WILL AND TESTAMENT

I, Mildred R. Morrison, of North Beach Park, Anne Arundel County, State of Maryland, being of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract, do make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills or codicils heretofore by me made.

FIRST: I direct my Executor hereinafter named to pay all my just debts and funeral expenses as soon after my death as may be convenient.

SECOND: I give, devise and bequeath unto my daughter, Dolores M. Riggel, all of my personal effects, not to include, however, my jewelry, including never-the-less my automobile and all household effects and clothing.

THIRD: I give, devise and bequeath unto my grandson, M. Edward Heilman, the amethyst ring (gold setting); the diamond ring (gold setting); and the gold breast pin (sunburst), all formerly belonging to Grandmother Robeson; also, the gold bar pin and earrings, formerly belonging to Grandmother Glick; also, the diamond ring (three stones, gold setting); the lapel watch and pin, now belonging to Grandmother Morrison, and all Masonic jewelry, subject to a life estate, however, reserved to my daughter, Dolores M. Riggel.

FOURTH: I give, devise and bequeath unto my grandson, Timothy J. Edwards, my diamond wedding band (gold setting), my diamond ring (white gold setting), my gold watch and bracelet, my gold pin and earrings (blue stone) and my platinum bar pin (sapphire), subject however, to a life estate reserved to my daughter, Dolores M. Riggel.

FIFTH: All other articles of jewelry, I give, devise and bequeath unto my two grandsons above named to be divided equally between them, subject however, to a life estate reserved to my daughter, Dolores M. Riggel.

Petitioner's Exh. #2

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SIXTH: All the remainder of my estate of every kind and nature, I give, devise and bequeath unto my grandsons above named subject however to a life estate reserved to my daughter, Dolores M. Riggel.

LASTLY: I do hereby nominate, constitute and appoint Theodore Morrison Executor of this my Last Will and Testament and request that he not be required to give bond for the faithful performance of the duties of that office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal to this my Last Will and Testament this 10 day of November, 1958.

Mildred R. Morrison (SEAL)
MILDRED R. MORRISON

SIGNED, SEALED, PUBLISHED and DECLARED by the above named Testatrix as and for her Last Will and TEstament in our presence and in her presence and at her request and in the presence of each other we have hereunto subscribed our names as attesting witnesses.

Arnold C. Page of Rose Haven, Maryland

Betty D. Page of Rose Haven, Maryland

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LIBER 161 PAGE 475

Anne Arundel County, Ss:

On the 22nd day of May, 1959 came Louis M. Strauss and made Oath in due form of law, that he do as not know of any Will or Codicil of Mildred R. Morrison late of said County, deceased, other than the above instrument of writing, and that he received the same from Dolores Morrison Riggs Testatrix died

on ~~or about~~ the 28th day of April, 1959

Sworn to before the Subscriber

TEST: Clemence C. Burrell
Deputy Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 22nd day of May, 1959 came Donald C. Page subscribing witnesses to the aforegoing last Will and Testament of Mildred R. Morrison late of said County, 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 Betty R. Page subscribed their names as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to before the Subscribers

TEST: Clemence C. Burrell
Deputy Register of Wills for Anne Arundel County.

1M—4-51—M. & T

ANNE ARUNDEL COUNTY, SS.

LIBER 161 PAGE 476

On this 22" day of May A. D. 1959, personally appeared Ronald C. Paape who on oath says that he is well acquainted with Betty R. Paape and that affiant knows her handwriting, having often seen her write; that after examining the signature of Betty R. Paape on the paper writing purporting to be the last Will and Testament of Mildred R. Morrison deceased, late of ANNE ARUNDEL COUNTY, MARYLAND, affiant declares the same to be in the handwriting of said Betty R. Paape and it is well known to affiants that said Betty R. Paape cannot be present ~~is deceased.~~

Ronald C. Paape

SIGNATURES.

Sworn to and subscribed before me on the day and year aforesaid.

Deputy Clarence C. Burwell
Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Mildred R. Morrison, late of said County, deceased, ~~together with the codicil~~ ~~thereunto attached~~, and also the evidence adduced as to its validity, orders and decrees this 26" day of May, 1959, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Mildred R. Morrison, deceased.

JUDGES
Ernest A. McAllister
Emily M. Banch
Harriet I. Frey

MEYER & THALHEIMER BALTIMORE, MD.

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LIBER 161 PAGE 477

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 Mildred R. Morrison *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 20" *day of* April *in the year of our Lord, nineteen hundred and* ~~fifty~~ sixty-five

George M Nutwell

Register of Wills for Anne Arundel County

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LIBER 161 PAGE 478

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 13 PAGE 139

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

Bond No. 479855

Equity #17,074

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Malcolm B. Smith **of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** Twelve Thousand and 00/100 Dollars ($12,000.00) - - - - - - - - - - **current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.**

SEALED with our seals and dated this 22nd **day of** April **,** 1965 **.**

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Dolores M. Edwards, etc. vs. M. Edward Heilman and Timothy John Edwards, Minors, **dated** April 21, 1965, Malcolm B. Smith **was appointed Trustee to make sale of the property described in said proceedings, and the said** Malcolm B. Smith **is about to execute said power and make sale of the property described in said proceedings.**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Malcolm B. Smith (SEAL)
Malcolm B. Smith PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 22nd day of April, 1965
Louis N. Phipps, Clerk

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LIBER 161 PAGE 479

DELORES M. EDWARDS, etc.	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	
V:	*	ANNE ARUNDEL COUNTY
M. EDWARD HEILMAN, et al	*	
Defendants	*	NO. 17,074 EQUITY

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Malcolm B. Smith, Trustee, respectfully shows:

FIRST: That by decree of this Court dated April 21, 1965, the undersigned was appointed Trustee to consumate the sale of the property described in these proceedings in accordance with the terms of a certain contract filed herein marked Examiners Exhibit No. 1, which contract, by the aforesaid decree was ratified and confirmed.

SECOND: That after filing a bond with Corporate Surety in the amount of TWELVE THOUSAND DOLLARS ($12,000.00), as required by the said decree, your trustee executed and acknowledged a Deed of Special Warranty conveying the said property to the contract purchasers, Eugene Vincent Young, Jr., and Julia C. Young, his wife, as tenants by the entirety, their heirs and assigns, in fee simple, free, clear and discharged from all claims of the parties hereto, and your trustee received therefore the sum of NINE THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS and SIXTEEN CENTS ($9,367.16), the same being the total purchase price for the said property after the payment of all liens and charges against the said property and the proper expenses or allowances of said sale, in accordance with the Memorandum of Settlement attached hereto and made a part hereof; which amount your trustee now brings into this Court to be distributed under the direction of this Court after deducting the costs and expenses incident to this suit, and such commission to the said trustee as this Court shall think proper to

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

WHEREFORE, your trustee prays that these proceedings may be referred to one of the standing auditors of this Court for the statement of an account in connection with the said sale.

AND AS IN DUTY BOUND, etc.

SMITH AND WOHLGEMUTH

BY: Malcolm B. Smith
Malcolm B. Smith - Trustee

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

I HEREBY CERTIFY that on this 5th day of May, 1965, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MALCOLM B. SMITH, Trustee, and he made oath in due form of law that the matters and facts alleged in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Barbara L. Lee
Notary Public

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

WILLIAM W. TOWNSHEND, JR.
Attorney at Law
TOWNSWORTH BUILDING - SOUTH STREET
ANNAPOLIS, MARYLAND

April 30, 1965

Memorandum

TO Dolores M. Edwards - Equity No. 17,074

SUBJECT: Sale of property in Eighth District to Eugene Vincent Young, Jr. and Julia C. Young, his wife

SALE PRICE		$12,000.00
Deposit		500.00
		$11,500.00
EXPENSES:		
Documentary Stamps	$ 19.80	
1964 Taxes	241.76	
1965 Taxes	63.51	
Release	1.00	
	$ 326.07	326.07
		$11,173.93
LESS 1st Mortgage Balance - County Trust Co.		2,306.77
		$ 8,867.16

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In the Case of

DELORES M. EDWARDS, IND. AND AS MOTHER, ETC.

VS.

M. EDWARD HEILMAN, ET AL.

In the

Circuit Court

For

Anne Arundel County

No. 17,074 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.

May 6, 1965

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of May, 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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Dr. DELORES M. EDWARDS, Ind. and as Mother, etc. VS. M. EDWARD HEILMAN, ET AL

In Acct. with MALCOLM B. SMITH, TRUSTEE

					Cr.	
1965, April 30,						
Proceeds of sale	12,000	00	12,000	00		
					12,000	00
To Trustee for commissions, viz:	390	00	390	00		
To Trustee for Court Costs, viz:						
Plaintiff's Solicitors appearance fee	10	00				
Clerk of Courts - Court costs	69	75				
William R. Huggins - Sheriff's costs	2	00				
John G. Rouse, Jr. - Examiners & Masters fee	25	00				
Shirley Dudley - Stenographers fee	15	00				
Ernest Florestano - Gusrdian Ad Litem fee	4	00				
Auditor - Stating this account	35	00	160	75		
To Trustee for expenses, viz:						
One-half cost documentary stamps	19	80				
1964 County & State taxes	241	76				
1965 " " " ", Adj. 1/1/65 to 4/30/65	63	51				
County Trust Co. of Md. - Balance First Mortgage	2,306	77				
Recording cost - release of mortgage	1	00				
Clobe Indemnity Co. - Bond premium	48	00				
Register of Wills - Copy of Will & Court costs	11	25				
Clerk of Courts - Certified copy of deed	2	25				
Vinton T. Bull & Eldridge Wilkerson - Appraisers fees	50	00				
Barbara L. Lee - Notary fee		50	2,744	84		
To Delores M. Edwards - 3/8 share of balance for distribution of $8,704.41	3,264	15				
(continued below)						

To Delores M. Edwards, Guardian of M. Edward						
Heilman - 5/16 of balance for distribution of $8,704.41 /	2,720	13				
To: Delores M. Edwards, Guardian of Timothy John						
Edwards - 5/16 of balance for distribution of $8,704.41 /	2,720	13	8,704	41		
					12,000	00

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
GORDON A. CRANDALL, JR. AND	*	ANNE ARUNDEL COUNTY
BENNY BESS CRANDALL, HIS WIFE,	*	EQUITY NO.

* *

MR. CLERK:

Please docket the above entitled case and file the original Mortgage, Statement of Mortgage Debt, Military Affidavit and copy of Advertisement.

George E. Rullman Jr.

George E. Rullman, Jr., Assignee

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COUNTY FORM

FINANCING STATEMENT 92 BOOK 17 PAGE 476 LIBER 161 PAGE 486

This Mortgage,

Made this 5th day of February, in the year one thousand, nine hundred and sixty-four (1964), Between GORDON A. CRANDALL, JR. and BENNY BESS CRANDALL, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor s, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor s being - member s of said body corporate, have received therefrom an advance in the sum of Fifteen Thousand ($15,000.00) ---------- Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment on or before the first day of each month from date hereof commencing on the first day of March, 19 64.

(A) of the sum of One Hundred Seven and 47/100 ($107.47) ---------- Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of Twenty-three and 53/100 ($23.53) ---------- Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of twenty years from the date hereof, said balance shall then become due and payable.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said mortgagors

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do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

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ALL THAT lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set on the North side of Muddy Creek Road, said pipe being in the division line between Lots 19 and 20 where it intersects the North side of said road; thence with the North side of said road, North 86° 24' 50" West 90.99 feet to a pipe at a point of curve; thence with the arc of a curve whose radius is 25.09 feet in a Northwesterly direction for a distance of 39.48 feet to a pipe on the East side of Cedar Street, as now laid out 50 feet wide; thence with the same North 03° 23' East 222.84 feet to a pipe set at the Southwest corner of Lot 12 as shown on a plat of Oakland recorded among the Plat Records of Anne Arundel County in Plat Book 26, Page 18; thence leaving said street and with part of the division line between Lot 12 and the herein described lot, South 84° 23' East 121.69 feet to a pipe set in the division line between Lots 19 and 20; thence with said division line, South 04° 42' 10" West 243.53 feet to the place of beginning.

BEING Lot 19 of the subdivision of the property of Gordon Crandell as conveyed by Thomas Lumber Company in a deed dated April 30, 1946 and recorded in Liber J.H.H. 366, Folio 84 and as surveyed in June 1955 and described in January 1956 by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors.

BEING THE same property which was conveyed to Gordon A. Crandall, Jr., by Ray C. Nutwell and Barbara June Nutwell, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

THE MORTGAGORS agree to pay a late charge not to exceed four per cent (4%) of any installment which is not paid within the month when said installment is due as specified in this Mortgage. Said late charge is to cover the extra expense involved in handling delinquent payments.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said mortgagee to pay six per cent (6%) interest for ninety days on that part of the aggregate amount of all repayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in A. Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $150, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

Witness:

Madolin Ross

Gordon A. Crandall, Jr. (SEAL)

(SEAL)

Benny Bess Crandall (SEAL)

Benny Bess Crandall (SEAL)

4

LIBER 161 PAGE 489

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit BOOK 1729 PAGE 479

I HEREBY CERTIFY that on this 5th day of February, 1964, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared GORDON A. CRANDALL, JR., and BENNY BESS CRANDALL, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

11.00

Madolin Ross Notary Public.

My commission expires: May 3, 1965.

Rec'd for record Feb. 6, 1964 at 3:49 P.M.
Mailed to George E. Rullman

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1965 MAR 23 PM 2:54
& RECORDED IN LIBER LMP
NO. 1729 FOLIO 479
LOUIS N. PHIPPS, CLERK

file in Equity 17009
2H

MORTGAGE

FROM

GORDON A. CRANDALL, JR. and

BENNY BESS CRANDALL, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
140 South Street
Annapolis, Maryland

Received for Record 6 Day of Feb 1964 at 3:49 P.M. and the same day recorded in Liber L.N.P. No. 1729 Fol. 476 Land Records of Anne Arundel County
LOUIS N. PHIPPS, Clerk

FOR VALUE RECEIVED, First Federal Savings and Loan Association of Annapolis hereby assigns the within Mortgage to George E. Rullman, Jr., Attorney, for the purpose of foreclosure, this 16th day of February, 1965.

IN WITNESS WHEREOF, the said First Federal Savings and Loan Association of Annapolis has caused these presents to be executed by its President, whose signature is duly attested by its Secretary and its Corporate Seal affixed.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF ANNAPOLIS

George E. Rullman, President

Elizabeth M. Meer, Secretary

GEORGE W. SCIBLE. . . . . .AUCTIONEER

PUBLIC SALE

OF VALUABLE

COMMERCIAL PROPERTY WITH APARTMENT

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A CINDER BLOCK BUILDING WITH APPROVED ROOF, CONTAINING TWO ROOMS AND FURNACE ROOM ON FIRST FLOOR, APARTMENT WITH TWO BEDROOMS, KITCHEN, DINETTE, LIVING ROOM AND BATH ON SECOND FLOOR, LOCATED ON MUDDY CREEK ROAD, SHADY SIDE.

Under and by virtue of the power of sale contained in a Mortgage from Gordon A. Crandall, Jr. and Benny Bess Crandall, his wife, dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 476; said Mortgage having been assigned to George E. Rullman, Jr., Attorney, to make sale of said property therein described, default having occurred thereunder, said Assignee will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, MARCH 23, 1965

AT 10:30 O'Clock, A. M.

the following described property, namely:

ALL THAT lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set on the North side of Muddy Creek Road, said pipe being in the division line between Lots 19 and 20 where it intersects the North side of said road; thence with the North side of said road, North 86° 24' 50" West 90.99 feet to a pipe at a point of curve; thence with the arc of a curve whose radius is 25.09 feet in a Northwesterly direction for a distance of 39.48 feet to a pipe on the East side of Cedar Street, as now laid out 50 feet wide; thence with the same North 03° 23' East 222.84 feet to a pipe set at the Southwest corner of Lot 12 as shown on a plat of Oakland recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 18; thence leaving said street and with part of the division line between Lot 12 and the herein described lot, South 84° 23' East 121.69 feet to a pipe set in the division line between Lots 19 and 20;

thence with said division line, South 04° 42' 10" West 243.53 feet to the place of beginning. BEING Lot 19 of the subdivision of the property of Gordon Crandell as conveyed by Thomas Lumber Company in a deed dated April 30, 1946 and recorded in Liber J.H.H. 366, Folio 84 and as surveyed in June 1955 and described in January 1956 by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors.

BEING the same property which was conveyed to Gordon A. Crandall, Jr., by Ray C. Nutwell and Barbara June Nutwell, his wife, by deed dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 474.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN, JR.
Assignee
140 South Street
Annapolis, Maryland
Colonial 3-4433

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
GORDON A. CRANDALL, JR., AND	*	ANNE ARUNDEL COUNTY
BENNY BESS CRANDALL, HIS WIFE,	*	EQUITY NO.

* *

MILITARY SERVICE AFFIDAVIT

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

I Hereby Certify that on this 16th day of February, 1965, before me the subscriber, a Notary Public of the State of Maryland, County of Anne Arundel, personally appeared George E. Rullman, Jr., Assignee, Attorney and Agent for First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that he knows the defendants herein and that to the best of his knowledge and belief and information:

(1) Said defendants are not in the Military Service of the United States.

(2) Said defendants are not in the Military Service of any Nation allied with the United States.

(3) Said defendants have not been ordered to report for induction under the Selective Training and Service Act.

(4) Said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

(5) Said defendants are not officers of the Public Health Service detailed by proper authority for duty with any branches of the Military Service of the United States.

George E. Rullman Jr.
George E. Rullman, Jr., Assignee
Attorney and Agent

Madolin Ross
Madolin Ross, Notary Public
My Commission expires May 3, 1965.

FILED
1965 FEB 16 PM 3:17

LIBER 161 PAGE 493

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
GORDON A. CRANDALL, JR. AND	*	ANNE ARUNDEL COUNTY
BENNY BESS CRANDALL, HIS WIFE,	*	EQUITY NO. 11,009

* *

STATEMENT OF MORTGAGE DEBT

Original principal amount of Mortgage	$15,000.00
Less payments on account of principal	100.59
Balance due on Principal	14,899.41
interest from last payment thru February, 1965	224.61+
Total due on Mortgage debt	15,124.02
Less amount in Expense Account	41.06-
Total Mortgage Claim	$15,082.96

9941
41.06
58.35

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

I Hereby Certify that on this 16th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELIZABETH M. MEER, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

FILED

1965 FEB 16 PM 3:17

F. 21733 1/55

LIBER 161 PAGE 494

MORTGAGEES OR ATTORNEYS BOND. BOOK 13 PAGE 94 No. 17,009 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, Jr., Attorney, Assignee for the purpose of foreclosure, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIXTEEN THOUSAND AND NO/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of March, in the year of our Lord 1965

WHEREAS, the above bounden George E. Rullman, Jr., Attorney, Assignee for the purpose of foreclosure,

by virtue of the power contained in a mortgage from Gordon A. Crandall, Jr. and Benny Bess Crandall, his wife, to First Federal Savings & Loan Association of Annapolis bearing date the 5th day of February, 1964 and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber L.N.P. No. 1729 Folio 476 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman, Jr., Assignee for the purpose of foreclosure,

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman, Jr., Assignee for the purpose of foreclosure,

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross

Madolin Ross

George E. Rullman, Jr. [SEAL]

George E. Rullman, Jr.

[SEAL]

NATIONAL SURETY CORPORATION

By George E. Rullman
George E. Rullman,
Attorney-in-Fact

Attorney in fact

As to Surety

Madolin Ross

Madolin Ross

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1965 MAR 10 PM 1:31

Bond approved this 10th day of March, 1965
Louis N. Phippen, Clerk

10

Public Sale

OF VALUABLE COMMERCIAL PROPERTY WITH APARTMENT

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A CINDER BLOCK BUILDING WITH APPROVED ROOF, CONTAINING TWO ROOMS AND FURNACE ROOM ON FIRST FLOOR, APARTMENT WITH TWO BEDROOMS, KITCHEN, DINETTE, LIVING ROOM AND BATH ON SECOND FLOOR, LOCATED ON MUDDY CREEK ROAD, SHADY SIDE

Under and by virtue of the power of sale contained in a Mortgage from Gordon A. Crandall, Jr., and Benny Bess Crandall, his wife, dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 476; said Mortgage having been assigned to George E. Rullman, Jr., Attorney, to make sale of said property therein described, default having occurred thereunder, said Assignee will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, MARCH 23, 1965 AT 10:30 O'CLOCK, A.M.

the following described property, namely:

ALL THAT lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

No.

OFFICE F 17009

LIBER 161 PAGE 495

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 17, 1965

We hereby certify, that the annexed

Public Sale

Gordon A. Crandall Jr

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 23rd day of March, 1965. The first insertion being made the 24th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

1965 MAR 23 PM 3:06 By Tilghman

BEGINNING for the same at a pipe set on the North side of Muddy Creek Road, said pipe being in the division line between Lots 19 and 20 where it intersects the North side of said road; thence with the North side of said road, North 86 degrees 24' 50" West 90.99 feet to a pipe at a point of curve; thence with the arc of a curve whose radius is 25.09 feet in a Northwesterly direction for a distance of 39.48 feet to a pipe on the East side of Cedar Street, as now laid out 50 feet wide; thence with the same North 03 degrees 23' East 222.84 feet to a pipe set at the Southwest corner of Lot 12 as shown on a plat of Oakland recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 18; thence leaving said street and with part of the division line between Lot 12 and the herein described lot, South 84 degrees 23' East 121.69 feet to a pipe set in the division line between Lots 19 and 20; thence with said division line, South 04 degrees 42' 10" West 243.53 feet to the place of beginning. BEING Lot 19 of the subdivision of the property of Gordon Crandell as conveyed by Thomas Lumber Company in a deed dated April 30, 1946 and recorded in Liber J.H.H. 366, Folio 84 and as surveyed in June 1955 and described in January 1956 by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors.

BEING the same property which was conveyed to Gordon A. Crandall, Jr., by Ray C. Nutwell and Barbara June Nutwell, his wife, by deed dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.R. 1729, folio 474.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to the day of sale.

GEORGE E. RULLMAN, JR.
Assignee
140 South Street
Annapolis, Maryland
COlonial 3-4433
GEORGE W. SCIBLE,
Auctioneer. M-17

1961

LIBER 161 PAGE 497

GEORGE W. SCIBLE . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

COMMERCIAL PROPERTY with APARTMENT

Situate in the Seventh Election District of Anne Arundel County, Maryland, improved by a cinder block building with approved roof, containing two rooms and furnace room on first floor, apartment with two bedrooms, kitchen, dinette, living room and bath on second floor, located on Muddy Creek Road, Shady Side.

Under and by virtue of the power of sale contained in a Mortgage from Gordon A. Crandall, Jr. and Benny Bess Crandall, his wife, dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 476; said Mortgage having been assigned to George E. Rullman, Jr., Attorney, to make sale of said property therein described, default having occurred thereunder, said Assignee will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, MARCH 23, 1965

AT 10:30 O'CLOCK A.M.

the following described property, namely:

ALL THAT lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set on the North side of Muddy Creek Road, said pipe being in the division line between Lots 19 and 20 where it intersects the North side of said road; thence with the North side of said road, North 86°24'50" West 90.99 feet to a pipe at a point of curve; thence with the arc of a curve whose radius is 25.09 feet in a Northwesterly direction for a distance of 39.48 feet to a pipe on the East side of Cedar Street, as now laid out 50 feet wide; thence with the same North 03°23' East 222.84 feet to a pipe set at the Southwest corner of Lot 12 as shown on a plat of Oakland recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 18; thence leaving said street and with part of the division line between Lot 12 and the herein described lot, South 84°23' East 121.69 feet to a pipe set in the division line between Lots 19 and 20; thence with said division line, South 04°42'10" West 243.53 feet to the place of beginning. BEING Lot 19 of the subdivision of the property of Gordon Crandell as conveyed by Thomas Lumber Company in a deed dated April 30, 1946 and recorded in Liber J.H.H. 366, Folio 84 and as surveyed in June 1955 and described in January 1956 by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors.

BEING the same property which was conveyed to Gordon A. Crandall, Jr., by Ray C. Nutwell and Barbara June Nutwell, his wife, by deed dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 474.

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

GEORGE E. RULLMAN, JR.
Assignee
140 South Street
Annapolis, Maryland
COlonial 3-4433

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1965 MAR 23 PM 3:27

I Hereby Certify that I bid in the property described on the reverse side hereof at Public Sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, March 23, 1965, at 10:30 o'clock, a.m., at and for the sum of Nineteen Thousand Six Hundred Seventy-five Dollars ($19,675.00), I then and there being the highest bidder thereof, in the names of Thomas F. Miller and Jacquelyn K. Miller, my wife, and we agree to comply with the terms of sale as expressed on the reverse side hereof.

Thomas F. Miller
Thomas F.Miller

Jacquelyn K. Miller
Jacquelyn K. Miller by

Thomas F. Miller

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at Public Sale, on Tuesday, March 23, 1965, to Thomas F. Miller and Jacquelyn K. Miller, his wife, at and for the sum of Nineteen Thousand Six Hundred Seventy-five Dollars ($19,675.00), they being then and there the highest bidders therefor; I further certify that the sale was fairly made.

George W. Scible
George W. Scible, Auctioneer

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

I Hereby Certify that on this 23rd day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas F. Miller, one of the purchasers of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was not acting as Agent for anyone.

2. That the only other person interested in this purchase is his wife, Jacquelyn K. Miller, who is to hold title to the real estate with her husband as tenants by the entirety.

3. That he has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

Thomas F. Miller
Thomas F. Miller

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

My Comm. expires May 3, 1965.

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1965 MAR 23 PM 3:27

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
GORDON A. CRANDALL, JR. AND	*	ANNE ARUNDEL COUNTY
BENNY BESS CRANDALL, HIS WIFE,	*	EQUITY NO. 17009

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Jr., Assignee to make sale of the property described in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Gordon A. Crandall, Jr. and Benny Bess Crandall, his wife, dated February 5, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 476, to make sale of the property described therein, in case of default and default having occurred thereunder, the said George E. Rullman, Jr., Assignee as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, March 23, 1965, at 10:30 o'clock, a.m., and then and there sold the property to Thomas F. Miller and Jacquelyn K. Miller, his wife, at and for the sum of Nineteen Thousand Six Hundred Seventy-five Dollars ($19,675.00), they then and there being the highest bidders therefor, which property is described as follows:

ALL THAT lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a pipe set on the North side of Muddy Creek Road, said pipe being in the division line between Lots 19 and 20 where it

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1965 MAR 23 PM 3:27

intersects the North side of said road; thence with the North side of said road, North 86° 24' 50" West 90.99 feet to a pipe at a point of curve; thence with the arc of a curve whose radius is 25.09 feet in a Northwesterly direction for a distance of 39.48 feet to a pipe on the East side of Cedar Street, as now laid out 50 feet wide; thence with the same North 03° 23' East 222.84 feet to a pipe set at the Southwest corner of Lot 12 as shown on a plat of Oakland recorded among the Plat Records of Anne Arundel County in Plat Book 26, page 18; thence leaving said street and with part of the division line between Lot 12 and the herein described lot, South 84° 23' East 121.69 feet to a pipe set in the division line between Lots 19 and 20; thence with said division line, South 04° 42' 10" West 243.53 feet to the place of beginning. BEING Lot 19 of the subdivision of the property of Gordon Crandell as conveyed by Thomas Lumber Company in a deed dated April 30, 1946 and recorded in Liber J.H.H. 366, folio 84 and as surveyed in June 1955 and described in January 1956 by J. R. McCrone, Jr., Inc., Registered Engineers and Land Surveyors.

BEING the same property which was conveyed to Gordon A. Crandall, Jr. by Ray C. Nutwell and Barbara June Nutwell, his wife, by deed dated February 5, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1729, folio 474.

SAID Mortgage having been assigned to George E. Rullman, Jr., Attorney under date of February 16, 1965.

AND THE said Assignee further reports that he has received from the said purchasers the deposit as required by the terms of sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

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

Respectfully submitted,

George E. Rullman Jr.

George E. Rullman, Jr., Assignee
Attorney and Agent

15
age 2

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

I HEREBY CERTIFY that on this 23rd day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULLMAN, JR., Assignee, Attorney and Agent as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires May 3, 1965.

ORDER NISI

LIBER 161 PAGE 503

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
GORDON A. CRANDALL, JR. AND
BENNY BESS CRANDALL, HIS WIFE
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,009 Equity

Ordered, this 23rd day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of April next.

The report states that the amount of sale was $ 19,675.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Atty.

For the Evening Capital (Mar. 27th Edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
GORDON A. CRANDALL, JR. AND
BENNY BESS CRANDALL, HIS WIFE
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of April, 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.

George Sachse
JUDGE.

FILED
1965 APR 30 AM 9:09

17

21733 1/55

LIBER 161 PAGE 504

No. 17,009 Equity

Additional
MORTGAGEES OR ATTORNEYS BOND.

BOOK 13 PAGE 120

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, Jr., Assignee, Attorney, of Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND SIX HUNDRED SEVENTY-FIVE 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 1st day of April, in the year of our Lord 1965

WHEREAS, the above bounden George E. Rullman, Jr.

by virtue of the power contained in a mortgage from Gordon A. Crandall, Jr. and Benny Bess Crandall, his wife, ~~of Annapolis~~ to First Federal Savings and Loan Association bearing date the 5th day of February, 1964 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber L.N.P. No. 1729 Folio 476 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman, Jr.

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

IN TESTIMONY WHEREOF, the above bounden George E. Rullman, Jr.

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross
Madolin Ross

George E. Rullman, Jr. [SEAL]
George E. Rullman, Jr.

[SEAL]

NATIONAL SURETY CORPORATION

By George E. Rullman
George E. Rullman
Attorney-in-Fact

Attorney in fact

As to Surety

Madolin Ross
Madolin Ross

Additional
Bond approved this 1st day of April, 1965
Louis N. Phipps, Clerk

FILED
1965 APR -1 PM 12:00

18

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,009 Equity

In the Matter of the Sale of The Mortgaged Real Estate of GORDON A. CRANDALL, JR. and BENNY BESS CRANDALL his wife

Ordered, this 23rd day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrarv thereof be shown on or before the 28th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks, before the 28th day of April next.

The report states that the amount of sale was $19,675.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-17

OFF E OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 505

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,009
Gordon A. Crandall, Jr.

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 28th day of April, 1965. The first insertion being made the 27th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 APR 19 PM 2:19

By H. Tilghman

No. E. C. 4298

19

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF GORDON A. CRANDALL, JR. AND BENNY BESS CRANDALL, HIS WIFE

vs.

In the

Circuit Court

For

Anne Arundel County

No. 17,009 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 MAY -6 AM 11:34

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 24th day of May, 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 MAY 24 AM 9:09

Dr. Mortgaged Real Estate of Gordon A. Crandall, Jr. and Benny Bess Crandall, his wife

In Acct. with George E. Rullman, Jr., Assignee

						Cr.	
By	Amount of sale as per Assignee's Report of Sale filed			19,675	00		
By	Interest 6% on deferred payment, $17,707.50 from 3/23/65 to 5/3/65			123	94		
						19,798	94
To	Assignee for fee, viz	150	00				
To	Assignee for commission, viz	620	25				
				770	25		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	33	50				
	Auditor, this account	40	00				
				83	50		
To	Assignee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	134	00				
	Speer Publications, Inc. hand bills	17	00				
	National Surety Corp. - bond	79	00				
	George W. Scible, auctioneer's fee	150	00				
	Adjustment, taxes from 1/1/65 to 3/23/65	51	56				
	½ Federal and State revenue stamps	33	00				
	Notary fees	2	00				
				466	56		
To	First Federal Savings & Loan Assoc. of Annapolis, Mortgagee, in full for mortgage claim	15,082	96				
	Interest 6% on principal balance $14,858.35 from 3/1/65 to 5/21/65	126	29				
				15,209	25		
To	Ray C. Nutwell, on account of second Mortgage claim filed	3,269	38				
				3,269	38		
						19,798	94

VIRGINIA E. LANASA 1610 Light Street Baltimore, Maryland 21230	*	IN THE
	*	CIRCUIT COURT
Complainant	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PAUL J. LANASA 515 Riverside Road Baltimore, Maryland 21225	*	Equity No. 16,165
Respondent	*	

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

BILL OF COMPLAINT FOR SALE OF LEASEHOLD PROPERTY

Your Complainant, Virginia E. Lanasa, by Wartzman, Rombro, Rudd and Omansky and Paul Wartzman, her solicitors, respectfully represents unto your Honor:

1. That your Complainant was divorced a vinculo matrimonii from the Respondent on or about January 24, 1964 in the Circuit Court No. 2 of Baltimore City, Docket 71B, folio 791, Case No. 95930, a certified copy of said Decree is attached hereto and prayed to be made a part hereof as Complainant's Exhibit No. 1.

2. That prior to the Decree of Divorce above mentioned, the Complainant and Respondent herein were owners of leasehold property known as No. 515 Riverside Road, Anne Arundel County, Maryland, subject to an annual ground rent of Sixty-six ($66.00) Dollars, which property was held by the said parties as tenants by the entireties. That as a result of the said Decree of Divorce the said parties now own said property as tenants in common. A certified copy of the Deed of Assignment to the parties herein is attached herein and made a part hereof as Complainant's Exhibit No. 2.

3. That your Complainant herein is now desirous of selling said leasehold property, and that the said property is not susceptible to partition.

4. That as a part of the said Decree of Divorce the said Paul John

FEB 19 7 10 17

Lanasa was ordered to pay to Paul Wartzman and Leon J. Rudd, attorneys for Virginia E. Lanasa the sum of Two Hundred Fifty ($250.00) Dollars towards counsel fees, and to date said sum has not been paid.

TO THE END, THEREFORE:

(a) That this Honorable Court may Decree sale of the leasehold property in these proceedings mentioned.

(b) That this Honorable Court may appoint a Trustee to sell and convey all the right, title and interest of all of the parties hereto.

(c) That the Court may divide the proceeds of the said sale between the parties thereto in accordance with their respective interests and rights therein.

(d) That this Court may Order that the sumof Two Hundred Fifty ($250.00) Dollars as counsel mentioned in the aforementioned Decree be withheld from the Respondent, Paul John Lanasa's interest to repay Paul Wartzman and Leon J. Rudd, Attorneys for Virginia E. Lanasa in accordance with the Decree filed herein.

(e) And such other and further relief as the nature of her cause may require.

WARTZMAN, ROMBRO, RUDD & OMANSKY
and

Paul Wartzman

PAUL WARTZMAN
Attorneys for Complainant
44 Equitable Building #2
MUlberry 5-0111

Virginia Lanasa

Virginia Lanasa, Complainant

Ex #2

LIBER 161 PAGE 510 BOOK 598 PAGE 559

ASSIGNMENT—CODE—CITY OR COUNTY—S

TITLES INSURED by Lawyers Title Insurance Corporation Richmond, Virginia

This Deed, Made this 23rd day of October in the year one thousand nine hundred and fifty, by and between ANTHONY G. PADUSSIS and ARLENE R. PADUSSIS, his wife, [redacted] - - - - - - - - - - - of Anne Arundel County, - - - - - - - - - - in the State of Maryland, of the first part, and PAUL J. LANASA AND VIRGINIA E. LANASA, his wife, of Anne Arundel County, State of Maryland, of the second part.

Witnesseth, That in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part ~~thereof~~ do grant and convey unto the said parties of the second part, astenants by the entireties, their assigns, and unto the survivor of them, his, her or their - - - - - - personal representatives and assigns all that lot or parcel - - - - of ground situate in Anne Arundel County, State of Maryland - aforesaid, and described as follows, that is to say:

Beginning for the same on the southeast side of Riverside Road at the distance of one hundred five feet seven inches northeasterly from the northeast side of Riverview Road, and at a point in a line with the center of a partition wall between the house on the lot now being described and that adjoining on the southwest, running thence northeasterly binding on the southeast side of Riverside Road nineteen feet five inches to the southwest side of an alley five feet wide, thence southeasterly binding thereon one hundred twenty-five feet to the northwest side of an alley ten feet wide, thence southwesterly binding thereon with the use thereof in common with others of both of said alleys nineteen feet five inches, thence northwesterly to and through the centerof the partition wall above referred to, in all, one hundred twenty-five feet to the place of beginning.
Being known as #515 Riverside Road.

Being the same lot or parcel of ground described in an Assignment from The Belle Grove Corporation to the Grantors herein, dated February 5th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #397, folio 272.

1964 AUG 19 AM 10:17 FILED

Examiner's Exhibit No 2
Lanasa v. Lanasa Eq No 16,165
J. Rowe L. Exam

FILED
1964 AUG 11 PM 3:25

3

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

To Have and To Hold the said described lot of ground and premises, unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his, her or their - - - - personal representatives and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Sixty-six Dollars, payable half-yearly on the 15th days of May and November in each and every year.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby 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:

William K. Connor
WILLIAM K. CONNOR

Anthony G. Padussis (SEAL)
Anthony G. Padussis

Arlene R. Padussis (SEAL)
Arlene R. Padussis

State of Maryland, City of Baltimore, , to wit:

I HEREBY CERTIFY, That on this 23rd day of October in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for CITY aforesaid, personally appeared Anthony G. Padussis and Arlene R. Padussis, his wife, the grantors named in the above Deed, and they acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

William K. Connor
WILLIAM K. CONNOR Notary Public.

WILLIAM K. CONNOR NOTARY PUBLIC BALTIMORE CITY

Recorded-10th-Nov.-1950-at-9:00-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 598, folio 559, one of the LAND Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand ond affix the Seal of the Circuit Court for Anne Arundel County this 11th day of FEBRUARY A. D., 1964.

Louis N. Phipps

Clerk of the Circuit Court for Anne Arundel County

LIBER 161 PAGE 513

VIRGINIA E. LANASA	*	IN THE
Complainant	*	CIRCUIT COURT NO. 2
vs.	*	OF
PAUL JOHN LANASA	*	BALTIMORE CITY
Respondent	*	71B/791/95930

* * * * * * * * * * *

DECREE

The above captioned case having come before this Honorable Court this 24th day of January, 1964 on Amended Bill of Complaint and answer thereto and further that the Complainant in said case having in open court prayed that said Amended Bill of Complaint include a prayer for a divorce a vinculo matrimonii and the consent of the Respondent given thereto to such amendment by interlineation, all parties and witnesses having been heard it is thereupon this 24th day of January, 1964 ordered and decreed that:

(a) The said Virginia E. Lanasa be and is hereby awarded a divorce a vinculo matrimonii from the Respondent, Paul John Lanasa.

(b) That the right to an award for alimony be reserved to Virginia E. Lanasa subject to the further order of this court.

(c) That the Respondent, Paul John Lanasa, pay to Paul Wurtzman and Leon J. Rudd, attorneys for Virginia E. Lanasa the sum of Two Hundred Fifty ($250.00) Dollars towards counsel fees.

(e). That the court costs of these proceedings be paid by the Respondent, Paul John Lanasa.

Meyer M. Cardin
Judge

LIBER 161 PAGE 514

Examiner's Exhibit No 1
Lanasa v Lanasa, Eq 16665
John S. Rowe L.
Exam

State of Maryland,
City of Baltimore, ss:

I, G. GORDON KIRBY, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Decree of Divorce signed on the 24th day of January, 1964.

now on file in this office in the cause therein entitled

Virginia E. Lanasa-vs-Paul John Lanasa

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 17th day of February A. D. 19 64

G. Gordon Kirby

G. GORDON KIRBY, *Clerk.*

FILED
1964 AUG 11 PM 3:24

LIBER 161 PAGE 515

VIRGINIA E. LANASA	:	IN THE CIRCUIT COURT
VS	:	FOR
PAUL J. LANASA	:	ANNE ARUNDEL COUNTY
	:	NO. 16,165 Equity
	:	

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance as Co-Solicitar for the Complainant in the above styled cause.

Morris Turk

Marris Turk
Maryland Inn
Annapolis, Maryland
Calonial 3-4341

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

FILED

1964 MAY 13 PM 1:15

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 161 PAGE 516

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of May, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Virginia E. Lanasa

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.)

Paul J. Lanasa resides at 515 Riverside Road, Baltimore, Maryland, 21225

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 8th day of May, 1964.

Notarial Seal

Notary Public

My Commission will expire on: May 3, 1965

Filed,

FILED

1964 MAY 13 PM 1:15

LIBER 161 PAGE 517

Virginia E. Lanasa	No. 16,165 ~~DIVORCES~~ - - EQUITY
	IN THE
vs.	CIRCUIT COURT
	FOR
Paul J. Lanasa	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Paul J. Lanasa

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

It is, thereupon, this 13th day of May, 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.

O. Bowie Duckett

Judge

FILED

1964 MAY 14 AM 10:12

LIBER 161 PAGE 518

VIRGINIA E. LANASA,	*	IN
PLAINTIFF	*	THE CIRCUIT COURT
VS.	*	FOR
PAUL J. LANASA	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 16,165 EQUITY
	*	

* * * * * * * * * *

REPORT OF MASTER AND EXAMINER

2/19/64 Bill for sale of leasehold property filed.

2/24/64 Defendant summoned.

5/14/64 Decree Pro Confesso entered after prior filing of military affidavit.

7/2/64 Testimony taken before Examiner. Defendant duly notified and actually present.

Substance of Testimony:

The property in question, located in Anne Arundel County and described in Exhibit #2, was owned by the Plaintiff and Defendant as Tenant by the Entireties, they having acquired the property in 1950. On 1/24/64 the Plaintiff was divorced from the Defendant A Vinculo by Decree in the Circuit Court #2 of Baltimore City. (See Exhibit #1). The testimony of the Plaintiff was to the effect that the property could not be divided in kind and that it was worth approximately $8,000.00.

A Real Estate expert appraised the property in question and testified that in his opinion the fair market value was $8,100.00, and that it could not be divided in kind and that it should be sold and the proceeds divided. The property is leasehold property subject to an annual ground rent of $66.00.

Inasmuch as the parties are now divorced, they own this property as Tenants in Common, and the proceedings and the proof appear to meet all the requirements of the statutes and the Maryland Rules of Practice and Procedure.

Case ready for decree August 24, 1964.
Attached form of decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1964 AUG 11 PM 3:25

VIRGINIA E. LANASA,	*	IN
Plaintiff	*	THE CIRCUIT COURT
vs.	*	FOR
PAUL J. LANASA,	*	ANNE ARUNDEL COUNTY
Defendant	*	No. 16,165 Equity

** * **

TESTIMONY ON BEHALF OF THE PLAINTIFF

July 2, 1964

PRESENT:

Morris Turk, Esq., Solicitor for Plaintiff

Paul J. Lanasa, Defendant

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

Audrey C. Geregitano, Court Stenographer

WITNESSES:

Virginia E. Lanasa, Pages 2 - 5

T. Carroll Worthington, Pages 6 - 8

FILED
1964 AUG 11 PM 3:25

VIRGINIA ELENORA LANASA, a witness of lawful age, having been first duly sworn, deposes and says:

(MR. TURK)

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

A Virginia Elenora Lanasa, 216 West Edgevale Road, Baltimore 25, Maryland.

2 And are you the complainant in this case?

A Yes.

3 And do you know the respondent, Paul J. Lanasa?

A Yes, I do.

4 And what relation is he or was he to you?

A My ex-husband.

5 And were you divorced?

A Yes.

6 Was that a complete divorce?

A Yes, sir.

7 And where did that divorce take place?

A Baltimore City, I believe.

(MR. ROUSE)

8 Is this a copy of the decree that was entered in that case?

A Yes, sir, it is.

(MR. TURK)

9 All right, I would like to now submit that as Exhibit No. 1.

(CERTIFIED COPY OF DIVORCE DECREE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

10 Now, at the time you were married to your husband, did you purchase any property?

A Yes.

11 And what property is that?

A That's 515 Riverside Road.

12 And where is that located?

A Brooklyn Park.

13 Is that in Anne Arundel County?

A Anne Arundel County.

14 And did you buy it in both names at that time?

A Yes, I did.

15 I show you a copy of a deed from Anthony G. Padussis and Arlene R. Padussis, his wife, to Paul J. Lanasa and Virginia E. Lanasa. Is this a copy of the deed you received for that property?

A Yes, it is.

16 And it shows that you acquired that property as tenants by the entirety, is that correct?

A That's correct.

(PHOTOSTAT COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 2)

17 Do you own the property at the present time?

A We both own it together.

18 All right, do you have an interest in that property?

A Yes, I do.

19 What does this property consist of?

A Well, it's three bedrooms, a bath, three rooms on the first floor and a full basement.

20 Is this a brick home?

A It's a brick home, a row home.

21 It's a row house, is it?

A Yes, sir.

22 Is it an end house?

A An end house, yes.

23 Does it have heating?

A Yes, it does.

24 And modern facilities?

A It's fully equipped, yes, sir.

25 It's a two story house with basement?

A Two story with basement.

26 Is there a mortgage on this house at the present time?

A Not that I know of.

27 Now, is this property susceptible to partition in kind between you and Paul Lanasa without injury to you or either of the parties?

A No, sir.

28 And my question to you now is why cannot it be divided?

A Well, because you can't split it in-between.

29 All right, that's the answer.

(MR. ROUSE)

30 There's just one house on it , is that right?

A That's right.

(MR.. TURK)

31 And what in your opinion should be done with the property?

A Sold, I guess, and equally divided.

32 Divide the proceeds?

A Yes, sir.

33 All right, Mrs. Lanasa, do you have an opinion as to the value of the house?

A Roughly, I guess, about $8,000.00.

34 $8,000.00?

A Yes, sir.

MR. ROUSE: Do you want to ask this witness any questions?

MR. LANASA: Am I supposed to address the Judge, your Honor?

MR. ROUSE: No, it's informal. Are there any questions you want to ask her?

(OFF THE RECORD DISCUSSION)

(MR. TURK)

35 Is there anyone living at the property at the present time?

A My ex-husband.

36 Your ex-husband, Mr. Paul Lanasa, is living there?

A Yes, sir.

37 Has he been living there since the divorce?

A Yes, sir.

38 To your knowledge?

A Yes, sir, he's always been there.

MR. ROUSE: I think the record ought to show that Mr. Lanasa was present and that he was asked whether he had any questions to ask of the witness, and he said he had no questions to ask her, although he did make a statement concerning the background of this situation and he was advised that that had nothing to do with the case before us today.

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 Virginia Elenora Lanasa.

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

(MR. TURK)

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

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

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

A Since 1923.

3 That's 41 years, is that correct?

A Right.

4 Do you belong to any real estate associations?

A I belong to the National Association, also the Anne Arundel County and Baltimore City Real Estate Boards.

5 Have you bought, sold - and sold property in Anne Arundel County, both for yourself as well as acting agent for others?

A I have.

6 And have you done that as long as you've been in the real estate business?

A Ever since I've been in real estate.

7 Have you had experience appraising properties?

A I've been appraising ever since I started in business.

8 Ever since 1923?

A Right. I appraised for the Government before that time, while I was in the Corps ofEngineers.

9 And for what organizations or administrations have you appraised property? You've appraised for Courts before?

A Yes, I have, Federal and State.

10 And County?

A And County.

11 Have you had experience selling, buying and appraising property in the Brooklyn Park area?

A I have.

12 Are you familiar with the property mentioned in these proceedings, No. 515 Riverside Road?

A I am.

13 Have you visited the property, sir?

A Yes, I visited the property on June 26th.

14 All right, sir, would you state what the property consists of?

A The property is situated at 515 Riverside Road, Brooklyn Park, Fifth District, Anne Arundel County. The property consists of a lot 19½ x 125, fenced with a chain link fence. It is improved by a two story brick, built-up roof dwelling, being one of seven in a row project. It contains a living room, dining room combination, small kitchen, full basement, which is divided into two rooms; one is finished off and is a recreation room and the other being a utility room, containing a hot water oil-fired furnace and gas-fired hot water heater and stationary tubs. The second floor has three bedrooms with ceramic tile bath. The walls are plaster and the floors are hard wood. The dwelling is also equipped with aluminum storm windows and doors.

15 Mr. Worthington, in your opinion, what is the fair market value of this property?

A $8,100.00.

16 Do you think that this property could be divided in kind?

A It could not.

17 What should be done, sir?

A It should be sold and the proceeds divided.

MR. TURK: I have no further questions.

(MR. ROUSE)

18 Is this property subject to ground rent?

A It is, sir. Subject to a ground rent of $66.00.

19 So that your figure of the $8100.00 is the value of the leasehold property?

A That is the leasehold property.

MR. ROUSE: Any questions of this witness?

MR. LANASA: No, the only thing is that the man set it up for $8950.00 at Security Realty and I think that was the fair price on that, and if it was anybody else, I know they'd want top dollar for anything they could get, so Security set it up for $8950.00. I wish that Security Realty had handled my end of the project.

QUESTION BY THE EXAMINER:

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

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

Answer N/A

Signature [illegible]

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

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

Witness my hand and seal this 11th day of ~~July~~ August 1964.

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

J.R. $25.00

A.G. $10.00 Paid AG

June 26, 1964

Mr. Paul J. Lanoso
515 Riverside Road
Baltimore, Maryland 21225

Dear Mr. Lanosa:

In accordance with our telephone conversation of this date, this is to confirm that the testimony to be taken in the Equity case, No. 16,165, filed in the Circuit Court for Anne Arundel County will be taken in the Court Stenographer's Room, Court House, Annapolis, Maryland, on Thursday, July 2, 1964 at 2:30 P.M.

Again, I mention that if you care to appear, you have a right to do so in person or by counsel. If you do not wish to appear, that is also your privilege.

Very truly yours,

Morris Turk

MT/lb

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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1964 AUG 11 PM 3:25

LIBER 161 PAGE 531

VIRGINIA E. LANASA,	*	IN
PLAINTIFF	*	THE CIRCUIT COURT
VS.	*	FOR
PAUL J. LANASA,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 16,165 EQUITY
	*	

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

DECREE

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

It is thereupon this Ninth day of August, 1964, by the Circuit Court for Anne Arundel County,

ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than Eight Thousand, One Hundred Dollars ($8,100.00), the appraised value thereof, as testified to by the appraiser, and that Morris Turk be, and he is hereby, appointed Trustee to make such sale and that the course and manner of his proceeding shall be as follows: He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court in the penalty of Eight Thousand One Hundred Dollars ($8,100.00) conditioned for the 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 them proceed to make the sale and if at public sale by giving at least three weeks' notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which said

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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 such sale annexed. And on ratification of such sale by this Court and on the payment of the whole purchase money, and not before, the Trustee, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser of such property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from, or under them, or any of them.

And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

George Sachse
Judge

LIBER 161 PAGE 533

PAUL WARTZMAN, SOLICITOR
Equitable Building
Baltimore 2, Maryland

MORRIS TURK, SOLICITOR
Maryland Inn
Annapolis, Maryland

TRUSTEE'S SALE OF IMPROVED LEASEHOLD PROPERTY
515 RIVERSIDE ROAD, BROOKLYN PARK, FIFTH ELECTION
DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, passed in the cause entitled "Virginia E. Lanasa vs. Paul J. Lanasa, the same being Equity No. 16,165, the undersigned Trustee will sell at public auction at the Court House Door, Annapolis, Maryland, the following property, on

WEDNESDAY, OCTOBER 14, 1964

at 10'o'clock A.M.

All that property known and designated as 515 Riverside Road, Brooklyn Park, 5th Election District, Anne Arundel County, Maryland, being the same property acquired by Paul J. Lanasa and Virginia E. Lanasa, his wife, by deed dated October 23, 1954 from Anthony G. Padussis and Arlene R. Padussis, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 559; subject to an annual ground rent of $66.00.

This property is improved by two story six (6) room row house, basement and modern improvements, including aluminum storm windows and doors and chain link fence.

TERMS OF SALE: A deposit of $1,000.00 to be paid by the purchaser or purchasers at the time of sale, deferred payments to bear interest at the rate of six (6) per cent per annum from day of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

MORRIS TURK
Trustee

AUCTIONEER:
Robert H. Campbell
Annapolis, Maryland

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MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

24

PAUL WARTZM Solicitor
Equitable B. ding
Baltimore 2, Maryland
MORRIS TURK, Solicitor
Maryland Inn
Annapolis, Maryland

Trustee's Sale

OF IMPROVED LEASEHOLD PROPERTY

515 RIVERSIDE ROAD, BROOKLYN PARK, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

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WED., OCT. 14, 1964
AT
10 O'CLOCK A.M.

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MORRIS TURK
Trustee

AUCTIONEER:
ROBERT H. CAMPBELL
ANNAPOLIS, MARYLAND

O-8

OFF' ' OF

Maryland Gazette

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

LIBER 161 PAGE 534

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1964

We hereby certify, that the annexed
Trustee's Sale
Eq. 16,165
Virginia E. Lanasa vs.
Paul J. Lanasa

was published in

Maryland Gazette

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

FILED
1964 OCT 13 PM 2 17

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

220568

BOOK 12 PAGE 552

LIBER 161 PAGE 535

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

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

ROYAL-GLOBE INSURANCE

Bond No. 449819

BOND

NO. 16,165 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, MORRIS TURK of Anne Arundel County, tate of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND ONE HUNDRED DOLLARS ($8,100.00) ----------, current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 14th day of October, 1964

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Virginia E. Lanasa vs. Paul J. Lanasa ---------- dated August 26, 1964, Morris Turk ---------- was appointed Trustee to make sale of the property described in said proceedings, and the said Morris Turk is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Morris Turk (SEAL)
Morris Turk PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 14th day of October, 1964
Louis N. Phipps, Clerk

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1964 OCT 14 AM 9 42

LIBER 161 PAGE 536

VIRGINIA E. LANASA	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
PAUL J. LANASA	:	No. 16,165 Equity
	:	

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of October, 1964, sold the within described property as shown ~~on the reverse side and~~ as shown on the Advertising paper filed heretofore, known as 515 Riverside Road, Brooklyn Park, 5th Election District, Anne Arundel County, Maryland to Virginia E. Lanasa at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

Robert H. Campbell Auctioneer

PURCHASER'S CERTIFICATE

I hereby certify that I have this 14th day of October, 1964, purchased the within described property known as 515 Riverside Road, Brooklyn Park, 5th Election District, Anne Arundel County, Maryland, from Morris Turk Trustee, at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00) and I hereby agree to comply with the terms of said sale as set forth on the ~~reverse~~ advertising of said sale and as announced by the said auctioneer on the date of sale, it beingknown to me that said sale was made subject to an annual ground rent of $66.00.

Witness:

Virginia E. Lanasa (SEAL)
Virginia E. Lanasa

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

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1964 OCT 14 AM 11:54

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LIBER 161 PAGE 537

VIRGINIA E. LANASA	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
PAUL J. LANASA	:	No. 16,165 Equity
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Morris Turk, Trustee, under a decree passed in these proceedings dated the 26th day of August, 1964, to make sale of certain leasehold property therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of his trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, he did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 14th day of October, 1964, then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder at the time therein mentioned, namely:

All that property known and designated as 515 Riverside Road, Brooklyn Park, 5th Election District, Anne Arundel County, Maryland, being the same property acquired by Paul J. Lanasa and Virginia E. Lanasa, his wife, by deed dated October 23, 1954 from Anthony G. Padussis and Arlene R. Padussis, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 559; subject to an annual ground rent of $66.00.

And your Trustee sold the above described leasehold property to Virginia E. Lanasa for the sum of Six Thousand Five Hundred Dollars ($6,500.00), she being the highest bidder therefor.

Respectfully submitted,

Morris Turk

Morris Turk Trustee

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1964 OCT 14 AM 11:54

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 14th doy of October, 1964, before me, the subscriber, o Notary Public of the Stote of Maryland in ond for the County aforesazid, personally appeared Morris Turk, 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.

Witness my hand and Notariol Seal.

Naomi K. Coy
Notary Public

MORRIS TURK
ATTORNEY AT LAW
MARYLAND INN
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 161 PAGE 539

VIRGINIA E. LANASA

versus

PAUL J. LANASA

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,165 Equity

Ordered, this 14th day of October, 19 64, That the sale of the property in these proceedings mentioned made and reported by Morris Turk, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of November next.

The report states that the amount of sale was $ 6,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Morris Turk, Attorney
(Final Order)

For: Maryland Gazette (Oct. 22 Edition)

VIRGINIA E. LANASA

versus

PAUL J. LANASA

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of November, 1964 that the sale made and reported by the 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.

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1964 NOV 25 AM 11:30

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 540

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,165 Equity

VIRGINIA E. LANASA

versus

PAUL J. LANASA

Ordered, this 14th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Morris Turk, Trustee BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 23rd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of November next.

The report states that the amount of sale was $6,500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS Clerk

N-12

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 18, 1964

We hereby certify, that the annexed

Order Nisi - No. 16,165 Equity "Virginia E. Lanasa"

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

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1964 NOV 19 PM 2:11

No. M. G.

In the Case of

VIRGINIA E. LANASA

vs.

PAUL J. LANASA

In the

Circuit Court

For

Anne Arundel County

No. 16,165 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 MAY 11 PM 2:28

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of May, 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 MAY 27 AM 11:46

Dr. Virginia E. Lanasa VS Paul J. Lanasa

In Acct. with Morris Turk, 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 10/1/64 to 1/14/65			82	50		
						6,582	50
To	Trustee for commission, viz	225	00				
				225	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Sheriff	2	00				
	Clerk, court costs	62	50				
	John G. Rouse, Jr., Examiner's fee	25	00				
	Audrey C. Geregitano, stenographer	10	00				
	Auditor, this account	40	00				
				149	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	70	14				
	Globe Indemnity Co. - bond	32	00				
	T. Carroll Worthington - appraisal	100	00				
	Robert H. Campbell - auctioneer's fee	60	00				
	½ Federal and State revenue stamps	10	72				
	Adjustment, taxes from 1/1/65 to						
	1/14/65	5	60				
				278	46		
	BALANCE FOR DISTRIBUTION $5,929.54						
	DISTRIBUTION:						
To	Virginia E. Lanasa, ½	2,964	77				
				2,964	77		
To	Paul J. Lanasa ½	2,964	77				
	less counsel fee to Paul Wartzman as						
	per Order of Court 3/23/65	250	00				
				2,714	77		

To	Paul Wartzman, counsel fee as per					
	Order of Court 3/23/65	250	00			
				250	00	
						6,582 50

PETITION FOR FORECLOSURE

LIBER 161 PAGE 544

CREST INVESTMENT TRUST, INC.

VS.

ANNAPOLIS CONSTRUCTION CO., INC., and

HARRY R. JOHNSON & MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 16,865 Eq.

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 7th day of February A. D. 1964 the defendant executed and delivered to PROGRESS FEDERAL SAVINGS & LOAN ASSOCIATION a mortgage upon certain property in the ~~City of Baltimore~~ Anne Arundel County therein described, to secure the payment of the mortgage debt of $ 15,000.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.; which said mortgage has been short assigned unto the plaintiff herein and which mortgage is now in default.

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

And as in duty, &c.

SIDNEY KAPLAN

IRVING BOWERS, *Attorneys for Plaintiff*

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LIBER 161 PAGE 545 ~~PETITIONER'S EXHIBIT NO. 1~~ PETITIONER'S EXHIBIT NO. 1

BOOK 1730 PAGE 244

No. 16,865 Eq.

FINANCING STATEMENT

This Mortgage, Made this 7th day of February, in the year one thousand, nine hundred and sixty-four, between ANNAPOLIS CONSTRUCTION COMPANY, INC., a Maryland corporation, HARRY R. JOHNSON and MARJORIE JOHNSON, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FIFTEEN THOUSAND ---------- Dollars ($15,000.00) being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of ~~six percent (6%)~~ five and one-half percent (5-1/2%) per annum in the manner following:

By the payment of NINETY-TWO ---------- Dollars ($92.00) (plus one-twelfth (1/12) of the annual taxes, water rents, ground rents if any, insurance premiums, and other public charges and assessments) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month. The said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, fire and tornado insurance premiums, and other charges affecting the hereinafter-described premises; and (3) towards the payment of the aforesaid principal sum.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a late charge not to exceed four percent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagor does grant, convey, and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEING KNOWN AND DESIGNATED as Lot No. 3 as shown on Plat 1 of Rolling Knolls, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, folio 38.

BEING all and the same property which, by Deed dated January 31, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1632, folio 355, was granted and conveyed by Rolling Knolls Development Company, Inc., unto Annapolis Construction Company, Inc.

3300

RECORDATION TAX

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

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

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest hereinabove specified from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. While this loan may be prepaid, in whole or in part, if aggregate prepayment between any two anniversary dates exceeds twenty percent of the original principal amount of the loan, six (6) months' advance interest on such excess prepayment, at the rate specified in this Mortgage, may be charged by the Mortgagee. From time to time, for the purposes of the preceding sentence, the phrase "original principal amount of the loan" shall mean the amount originally advanced less aggregate sums (if any) theretofore required to be paid to Mortgagee as a condition for the release of a portion or portions of the mortgaged property from the lien of this Mortgage.

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred Dollars, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus (if any there be) to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Roberta Ray Harden

ANNAPOLIS CONSTRUCTION COMPANY, INC. (SEAL)

By Harry R. Johnson, President (SEAL)

Harry R. Johnson (SEAL)

Marjorie Johnson (SEAL)

3

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 1730 PAGE 247

I HEREBY CERTIFY that on this 7th day of February, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HARRY R. JOHNSON, President of Annapolis Construction Company, Inc., HARRY R. JOHNSON and MARJORIE JOHNSON, his wife the Mortgagors named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument, and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared LOUIS A. REINHARDT, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC BALTIMORE, MD.

My commission expires May 3, 1965.

Roberta Ray Harden, Notary Public.

Rec'd for record 19 at

Mailed to

MORTGAGE

FROM

ANNAPOLIS CONSTRUCTION COMPANY, INC., a body corporate
HARRY R. JOHNSON and MARJORIE JOHNSON, his wife

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 19
Recorded the same day recorded in Liber No. Folio etc., one of the Land Records of and examined per Clerk.

Cost of Record, $

DUE, WHITEFORD, TAYLOR & PRESTON
Attorneys at Law
301 North Charles Street
Baltimore 1, Maryland

FOR VALUE RECEIVED, we hereby assign, without recourse, all of our right, title and interest in and to the within mortgage and the mortgage debt represented thereby, to the Crest Investment Trust, Inc., this 1st day of December, 1964.

PROGRESS FEDERAL SAVINGS & LOAN ASSN.

Frank Vesely, Secretary

Louis A. Reinhardt, President

Recorded Dec. 11, 1964 at 2:21 P.M.

#148-K

Mailed to Mr. Adney Kaplan Balto., Md. 12/11/64

(Receipt No. 188049)

LIBER 161 PAGE 549

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the aforegoing ....Mortgage..... is truly taken and copied from Liber L.N.P. No. 1730, folio 244, 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 December A. D., 1964.

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

STATEMENT OF MORTGAGE CLAIM

LIBER 161 PAGE 550

CREST INVESTMENT TRUST, INC.	)	In The
	)	
vs.	)	CIRCUIT COURT
	(	
ANNAPOLIS CONSTRUCTION CO.,	(	of
INC., and	)	
HARRY R. JOHNSON & MARJORIE	)	ANNE ARUNDEL COUNTY
JOHNSON, his wife	)	

No. 16,865 Equity

STATEMENT OF MORTGAGE DEBT

Original mortgage debt	$15,000.00
Paid on principle	157.49
Balance Due	$14,842.51

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of Dec. December 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 EDWARD J. FLEISCHMANN, General Manager of Crest Investment Trust, 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,

Notary Public.

FILED

1964 DEC 22 PM 3:42

LIBER 161 PAGE 551

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

CREST INVESTMENT TRUST, INC.

vs.

ANNAPOLIS CONSTRUCTION CO., INC.

and HARRY R. JOHNSON & MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

No. 16,865 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared IRVING BOWERS

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

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

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

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

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

Irving Bowers
Affiant.

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

Beatrice Kaplan
Notary Public

FILED
1964 DEC 22 PM 3:42

LIBER 161 PAGE 552

DECREE FOR SALE OF MORTGAGE PREMISES

CREST INVESTMENT TRUST, INC.

vs.

ANNAPOLIS CONSTRUCTION CO., INC. and

HARRY R. JOHNSON & MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~ ANNE ARUNDEL CO.

No. 16,865 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 23rd **day of** December, **in the year nineteen hundred and** sixty-four, **by the Circuit Court of** ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that IRVING BOWERS 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 Fifteen Thousand ($15,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in ~~the Baltimore~~ 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 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.

JUDGE

FILED

1964 DEC 23 PM 2:31

Bond No. 78 61 122

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOOK 13 PAGE 34

FIDELITY AND DEPOSIT COMPANY 75th ANNIVERSARY 1890-1965

No. 16,865 Equity

LINER 161 PAGE 553

KNOW ALL MEN BY THESE PRESENTS:

That we, Irving Bowers, 41 W. Preston Street, Baltimore, Maryland 21201 and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand and 00/100 ($15,000.00) - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of January in the year of our Lord one thousand nine hundred and sixty-five

WHEREAS, the above bounden Irving Bowers 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 Crest Investment Trust, Inc.

vs:

Annapolis Construction Company, Inc. and Harry R. Johnson and Marjorie Johnson, his wife

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Irving Bowers

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:

Darlene L. McClaine

Irving Bowers (SEAL)
Irving Bowers

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Barbara O'Brien
Barbara O'Brien *As to Surety*

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

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

FILED
1965 JAN 28 AM 11:01

Bond approved this 28th day of January, 1965

Louis G. Phipps, Clerk

IRVING BOWERS Solicitor
41 W. Pres St.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE MODERN SPLIT-LEVEL DWELLING

Situate On GENERAL HIGHWAY
Approx. 1 Mile South of Annapolis
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Crest Investment Trust, Inc. Vs. Annapolis Construction Co., Inc. and Harry R. Johnson and Majorie Johnson, his wife, decree for sale of mortgaged property, the undersigned, Trustee, will sell at public auction, on the premises, on

FRIDAY, JAN. 29, 1965
AT 3 O'CLOCK P.M.

ALL THAT FEE SIMPLE LOT OR LOTS OF GROUND situate in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 3 as shown in Plat 1 of Rolling Knolls, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, folio 38. Improved by frame and brick 1-family split-level dwelling.

Subject to easements, restrictions and agreements of record, if any.

No. 1

Terms of Sale: Cash. A deposit of $1,000 required of the purchaser at the time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from the date of sale. Documentary stamps and all county transfer charges, if any, to be paid by the purchaser.

IRVING BOWERS, Trustee
Alex Cooper Auctioneers, Inc.
212 N. Calvert St. Balto. 2, Md.
PL. 2-4868 J-28

OFFICE OF 16,865

Maryland Gazette

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

LIBER 161 PAGE 554

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1965

We hereby certify, that the annexed Trustee's Sale Annapolis Construction Company Harry R. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of January, 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. Tilghman

LIBER 161 PAGE 555

Crest Investment Trust, Inc.

VS

Annapolis Construction Co., Inc.
&
Harry R. Johnson and Majorie Johnson
(His Wife)

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity

IRVING BOWERS, Solicitor
41 W. Preston St.
Baltimore 1, Md.

Trustee's Sale

OF VALUABLE FEE-SIMPLE MODERN SPLIT-LEVEL DWELLING

Situate On GENERAL HIGHWAY
Approx. 1 Mile South of Annapolis
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Crest Investment Trust, Inc. Vs. Annapolis Construction Co., Inc. and Harry R. Johnson and Majorie Johnson, his wife, decree for sale of mortgaged property, the undersigned, Trustee, will sell at public auction, on the premises, on

FRIDAY, JAN. 29, 1965
AT 3 O'CLOCK P.M.

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BEING known and designated as Lot No. 3 as shown in Plat 1 of Rolling Knolls, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, folio 38. Improved by frame and brick 1-family split-level dwelling.

Subject to easements, restrictions and agreements of record, if any.

Terms of Sale: Cash. A deposit of $1,000 required of the purchaser at the time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from the date of sale. Documentary stamps and all county transfer charges, if any, to be paid by the purchaser.

IRVING BOWERS, Trustee
Alex Cooper Auctioneers, Inc.
212 N. Calvert St. Balto. 2, Md.
PL. 2-4868 J-28

FILED
1965 FEB
FEB -9 AM 9:56

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 29th day of January 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 15,000 to CREST Investment Trust, Inc he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Joseph A. Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 29th day of January 1965, purchased the property described in the attached advertisement of sale from Irving Bowers, Trustee at and for the sum of $ 15,000 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Irving Bowers
Purchaser

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

LIBER 161 PAGE 556

I HEREBY CERTIFY, that on this 29th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Irving Bowers Agent for ~~Baltimore County~~ CREST INVESTMENT TRUST INC, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, or he purchased same as agent and his principal is CREST Investment Trust Inc, and that he has not directly or indirectly discouraged anyone from bidding for the said Real estate, mentioned in the said Report of Sale.

Irving Bowers, for (SEAL) Beatrice Taylor
Purchaser — Notary Public

Crest Investment Trust Inc

Purchaser

FILED

1965 FEB -9 AM 9:56

REPORT OF SALE

LIBER 161 PAGE 557

CREST INVESTMENT TRUST, INC.

vs.

ANNAPOLIS CONSTRUCTION CO., INC.
HARRY R. JOHNSON
MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

~~OF~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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

The Report of Sale of Irving Bowers

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as Lot #3 Plat 1 Rolling Knolls Plat Records of Anne Arundel County situate on General Highway.
in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette

Anne Arundel County

weekly ~~daily~~ newspaper published in ~~BALTIMORE CITY~~
three successive weeks preceding the day of sale, said Trustee
did pursuant to said notice on Friday the 29th day of January 19 65
at 3:00 o'clock P. M. attend on the premises and then and there sold
said property at and for the sum of Fifteen thousand dollars ($15,000.00)
to Crest Investment Trust, Inc., it having been the highest bidder therefor.

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 5th day of February 19 65
before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irving Bowers

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

FILED
1965 FEB -9 AM 9:56

As witness my hand and Notarial Seal,

Beatrice Kaplan

Notary Public.

ORDER NISI

LIBER 161 PAGE 558

CREST INVESTMENT TRUST, INC.

versus

ANNAPOLIS CONSTRUCTION CO., INC.

HARRY R. JOHNSON

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,865 Equity

Ordered, this 9th day of February, 19 65, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, 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 $ 15,000.00.

Louis N. Phipps Clerk.

True Copy,

Irving Bowers, Atty.

TEST: Clerk.

For the Maryland Gazette (Feb. 11th Edition)

(Final Order)

CREST INVESTMENT TRUST, INC.

versus

ANNAPOLIS CONSTRUCTION CO., INC.

HARRY R. JOHNSON

MARJORIE JOHNSON, his wife

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 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. Brice Duckett

JUDGE.

FILED

1965 MAR 17 AM 10: 28

13

LIBER 161 PAGE 559

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,865 Equity

CREST INVESTMENT TRUST, INC.

versus

ANNAPOLIS CONSTRUCTION CO., INC.

HARRY R. JOHNSON and MARJORIE JOHNSON, his wife

Ordered, this 9th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, 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 $15,000.00.

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. 16,865 Annapolis Construction Co. Inc. Harry R. Johnson

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. Telghman

FILED
1965 MAR 15 PM 4:06

No. M. G. 5659

14

In the Case of

CREST INVESTMENT TRUST, INC.

vs.

ANNAPOLIS CONSTRUCTION CO. INC., et al

In the

Circuit Court

For

Anne Arundel County

No. 16,865 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 MAY 11 PM 2:34
FILED

All of which is respectfully submitted.

May 11, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of May, 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 MAY 27 AM 11:47

15

16

Dr. CREST INVESTMENT TRUST, INC. vs. ANNAPOLIS CONSTRUCTION CO. INC., et al

In Acct. with IRVING BOWERS, Trustee

					Cr.	
1965, January 29,						
Proceeds of Sale	15,000	00				
Interest on deferred payment of $14,000.00 from						
1/29/65 to 3/18/65 @ 6%	122	50	15,122	50		
					15,122	50
To Trustee for fee, viz:	100	00				
To Trustee for commissions, viz:	483	68	583	68		
To Trustee for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	35	00	73	00		
To Trustee for expenses, viz:						
Capital-Gazette Press - advertising sale	68	24				
Capital-Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	37	00				
Alex Cooper Auctioneers, Inc. - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	60	00				
1965 Taxes, adj. 1/1/65 to 1/29/65 (129.24)	20	84				
Beatrice Kaplan, notary fees	1	00	237	08		
To Crest Investment Trust, Inc. this balance on						
account of claim filed	14,228	74	14,228	74		
					15,122	50

Amount of Mortgage claim filed	14,842	51				
Interest on principal balance of $14,842.51 from 12/17/64 to 5/27/65 - 161 days @ 5½%	359	99				
	15,202	50				
Credit - amount allowed above	14,228	74				
Balance subject to Decree in Personam	973	76				

LIBER 161 PAGE 563

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
	:	OF
	:	ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE	:	Docket No. 16,541 Folio

---

MR. CLERK:

Please docket a suit in the above entitled case and file the within Exhibit.

Fred J. Van Slyke

Fred J. Van Slyke, Attorney
named in the Mortgage

FILED

1964 AUG 28 AM 10: 11

D/R City/County

No. 16,561 Fenty

BOOK 1750 PAGE 374

LIBER 161 PAGE 564

This Mortgage, Made this 29th day of April, in the year one thousand, nine hundred and sixty-four, between ----------

JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE,

of Anne Arundel County, in the State of Maryland, Mortgagor, and BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION, "SLAVIE", OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THIRTY-ONE THOUSAND ---------- ($31,000.00) ----- Dollars, being part of the purchase money for the property hereinafter described:

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of ----------six---------- per cent (6 %) per annum computed monthly by the payment of Two hundred seventy-eight ($278.00) ---------- Dollars, on or before the 29th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

WHEREAS, it was a condition precedent to said advance that the repayment thereof, together with the interest and such fines and charges as may be imposed, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this mortgage.

AND WHEREAS, this Mortgage shall secure future advances as provided by Chapter 178 of the Law of Maryland passed at the January session in the year 1955 or any amendment or supplement thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor

15 6059

does grant, convey and assign unto the said Mortgagee, its successors and assigns, in fee simple, all that lot of ground situate and lying in the Third Election District of Anne Arundel County ---------, in said State, the improvements thereon being known as ---------- No. 24 Hatton Drive and described as follows:

BEING known and designated as Lot No. 10, Section N, on the Plat of Severna Park, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 24.

BEING the same lot of ground which by Deed dated April 25th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1303, folio 277, was granted and conveyed by Butler B. Durham and Wife unto the Mortgagors herein, in fee simple.

SAID Lot being also described in a Mortgage dated January 30th, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1631, folio 84, as follows:- BEING known and designated as Lot No. 10, Section "N", as shown on the Plat entitled "Severna Park Lots in Block "N" and Part of Block "M" Revised, Severna Park, Md.", which said Plat was filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod B-5, folio 43, and is now recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 24.

68.20

APR 30 1964 APR 30 1964

FILED

1964 AUG 28 AM 10: 11

2

Subject to restrictions and easements of record.

IF the above mortgage loan is paid off in full within five years from the date hereof, the Mortgagee may make a charge of three per cent (3%) of the amount prepaid.

AT Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per cent (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

AND THE SAID MORTGAGOR, hereby covenants and agrees with the said Mortgagee, its successors and assigns, that should taxes, water rates or other public charges or insurance rates be increased above the amounts now fixed or levied, or should there be any deficiency for any reason in the expense account as set up by the Mortgagee for said Mortgagor, then the said Mortgagor, will on demand, pay such deficiency and increase the aforesaid monthly payments to provide against further deficiencies.

TOGETHER, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said Mortgagor hereby assigns to said Mortgagee, its successors and assigns; and upon default in any of said covenants, said Mortgagee, it successors and assigns, is hereby authorized to collect said rents and profits.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple; ~~for all the rest and residue of the term of years yet to come, and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $ -~~

IF HOWEVER the said Mortgagor shall make the payments and perform the covenants herein on his part contained, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same when payable, and the amount so paid shall then be added to the principal debt named herein and bear interest at the same rate due on the principal of this Mortgage from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing

as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors or assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorizes and directs the said Mortgagee, its successors and assigns, or ---------- FRED J. VAN SLYKE, its duly authorized Attorney or Agent, after any default in any of the payments, covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Seventy-five Dollars ($75.00) to the attorney or solicitor instituting such proceedings; and the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the Mortgagor, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns does hereby covenant and agree to pay; and the said Mortgagee, its successors and assigns, or ---------- FRED J. VAN SLYKE, its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Dollars ($100.00), for conducting the proceeding, plus such other counsel fees and expenses as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives or assigns.

THAT the Mortgagor specially warrants the property herein mortgaged and the Mortgagor will execute such further assurances thereof as may be requisite.

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

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

Test

Joseph S. Snead (Seal)
JOSEPH S. SNEAD

Muriel R. Snead (Seal)
MURIEL R. SNEAD

(Seal)

Fred J. Van Slyke (Seal)
Fred J. Van Slyke

STATE OF MARYLAND, BALTIMORE CITY, ss:

I HEREBY CERTIFY, that on this 29th day of April, one thousand, nine hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Joseph S. Snead and Muriel R. Snead, His Wife, ---------- the Mortgagor(s) named in the foregoing mortgage, and they acknowledged the foregoing mortgage to be their act.

At the same time also appeared VLAST KOENIGSMARK, President of the within named corporation, Mortgagee and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Fred J. Van Slyke
Notary Public.

Fred J. Van Slyke

750

Rec'd for record Apr. 30, 1964 at 9:05 A.M.
Mailed to Fred J. Van Slyke

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

LIBER 161 PAGE 567

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JOSEPH S. SNEAD AND

MURIEL R. SNEAD, HIS WIFE

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~ X
ANNE ARUNDEL COUNTY
IN EQUITY

Docket 22 Folio 151

16,561 8a

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 Stephen A. Pretl, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City,
and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Stephen A. Pretl
Affiant.
Stephen A. Pretl

Subscribed and sworn to before me
this 26th day of August 1964

Fred J. Van Slyke
Notary Public
Fred J. Van Slyke

FILED
1964 AUG 28 AM 10: 11

STATEMENT OF MORTGAGE CLAIM

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JOSEPH S. SNEAD AND

MURIEL R. SNEAD, HIS WIFE

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

Docket No. 16,561 Folio

LIBER 161 PAGE 568

STATEMENT OF MORTGAGE DEBT

BRoadway 6-6240 EAstern 7-0075

Bohemian Building, Loan & Savings Association
"SLAVIE"

730 N. COLLINGTON AVENUE
BALTIMORE, MARYLAND, 21205

AUTHORITY FOR RELEASE OF MORTGAGE

August 25, 1964 19

The following is a statement of your account at the date indicated. Check should be made payable to: Bohemian Building, Loan and Savings Assn. "SLAVIE".

ACCOUNT No. B6-3028
NAME OF MORTGAGOR Joseph S. Snead and Muriel R. Snead
PROPERTY MORTGAGED 24 Hatton Drive

STATEMENT OF ACCOUNT

PRINCIPAL PAYMENT REQUIRED FOR RELEASE OF 24 Hatton Drive		
ORIGINAL AMOUNT OF LOAN DATED April 29, 1964	$31,000.00	
PAID ON ACCOUNT OF PRINCIPAL	67.00	
BALANCE DUE		$30,933.00
EXPENSE ACCOUNT:		
LESS: CREDIT BALANCE	346.78	
PLUS: DEBIT BALANCE	- -	$30,586.22
INTEREST	618.66	
PRE-PAYMENT FEE		
RELEASE FEE		
PREPARING STATEMENT		
TOTAL AMOUNT DUE		$31,204.88

1964 TAXES PAID $
GROUND RENT DUE fee simple PAID $
INSURANCE POLICY # 2 33 98 77 AMT. $ 30,000 EXPIRES: 2/6/65
COMPANY The Home Insurance Company

The above statement is good until Sept. 29, 1964. If settlement is not made by this date, add $ per month.

Statement ordered by:

Fred J. Van Slyke, Attorney

FILED
1964 AUG 28 AM 10: 11

Stephen A. Pretl
Authorized Signature
Stephen A. Pretl

LIBER 161 PAGE 569

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of August in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~said City~~ the County of Baltimore, personally appeared Stephen A. Pretl, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Fred J. Van Slyke

Fred J. Van Slyke, *Notary Public.*

STATEMENT OF MORTGAGE CLAIM LIBER 161 PAGE 570

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE,

IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

STATEMENT OF MORTGAGE DEBT

BRoadway 6-6240 EAstern 7-0075

Bohemian Building, Loan & Savings Association
"SLAVIE"

730 N. COLLINGTON AVENUE
BALTIMORE, MARYLAND, 21205

AUTHORITY FOR RELEASE OF MORTGAGE

November 10, 1964 19

The following is a statement of your account at the date indicated. Check should be made payable to: Bohemian Building, Loan and Savings Assn. "SLAVIE".

ACCOUNT No. B6-3028
NAME OF MORTGAGOR Joseph S. Snead and Muriel R. Snead
PROPERTY MORTGAGED 24 Hatton Drive

STATEMENT OF ACCOUNT

PRINCIPAL PAYMENT REQUIRED FOR RELEASE OF 24 Hatton Drive		
ORIGINAL AMOUNT OF LOAN DATED April 29, 1964	$31,000.00	
PAID ON ACCOUNT OF PRINCIPAL	67.00	
BALANCE DUE		$30,933.00
EXPENSE ACCOUNT:		
LESS: CREDIT BALANCE	259.78	
PLUS: DEBIT BALANCE	- -	$30,673.22
INTEREST	984.64	
PRE-PAYMENT FEE		
RELEASE FEE		
PREPARING STATEMENT		
TOTAL AMOUNT DUE		$31,657.86

1964 TAXES PAID $
GROUND RENT DUE fee simple PAID $
INSURANCE POLICY # 2 33 98 77 AMT. $ 30,000 EXPIRES: 2/6/65
COMPANY The Home Insurance Company

The above statement is good until December 10, 1964. If settlement is not made by this date, add $ per month.

Statement ordered by:

Fred J. Van Slyke, Atty.

FILED

1964 NOV 12 AM 11:26

7

Stephen A. Pretl
Authorized Signature
Stephen A. Pretl, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 10th day of November in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for ~~said City of~~ Baltimore County, personally appeared Stephen A. Pretl, Secretary for Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

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

As witness my hand and Notarial Seal,

Fred J. Van Slyke, *Notary Public.*

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

LIBER 161 PAGE 572

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JOSEPH S. SNEAD AND

MURIEL R. SNEAD, HIS WIFE,

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for ~~said City~~ Baltimore County, personally appeared Stephen A. Pretl, Secretary of Bohemian Building, Loan and Savings Association "Slavie" of Baltimore City

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

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

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

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

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

Stephen A. Pretl
Affiant.
Stephen A. Pretl, Secretary

Subscribed and sworn to before me this 10th day of November 19 64

Fred J. Van Slyke
Notary Public
Fred J. Van Slyke

FILED
1964 NOV 12 AM 11:27

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 12 PAGE 585

LIBER 161 PAGE 573

BOND OF Attorney

TO SELL Real Estate

No. 16,561 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke

730 N. Collington Avenue, City of Baltimore, State of Maryland

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-one Thousand Seven Hundred Fifty and 00/100 - - Dollars ($ 31,750.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of November , in the year of our Lord, nineteen hundred and sixty-four.

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Joseph S. Snead and Muriel R. Snead, his wife to Bohemian Building Loan and Savings Association "Slavie: of Baltimore City bearing date the 29th day of April , 1964 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1750 Folio 374 and

Fred J. Van Slyke

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Fred J. Van Slyke

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

Signed, sealed and delivered

in the presence of

Antoinette Van Slyke

Antoinette Van Slyke

Fred J. Van Slyke (SEAL)

Fred J. Van Slyke

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Barbara Kapela

Witness as to Surety

By Robert J. Noeth

Robert J. Noeth

Attorney in fact.

Bond approved this 30th day of November, 1964

Louis N. Phipps, Clerk

FILED

1964 NOV 30 AM 10:50

FRED J. VAN SLYKE,
Solicitor
730 N. Collington Ave.

Attorney's Sale

OF MODERN LUXURY-TYPE SPLIT-LEVEL DWELLING

24 HATTON DRIVE
Severna Park, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Joseph S. Snead and Muriel R. Snead, his wife to Bohemian Building & Loan Assoc. "Slavie" and recorded among the Land Records of Anne Arundel County, default having occurred in said mortgage, the undersigned Attorney named in Mortgage, will sell at public auction on the premises, on

FRI., DEC. 4, 1964
AT 3 P.M.

ALL THAT LOT OF GROUND in the 3rd Election District of Anne Arundel County and known as No. 24 Hatton Drive and being known and designated as Lot No. 10, Section N in the Plat of Severna Park which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 24. In fee simple and improved by a modern brick and frame split level dwelling containing: living room, dining room, kitchen, 4 bedrooms, recreation room, jalousie windowed Florida room, 3 baths, hot water heat, central air conditioning, 2 car carport etc.

No. 10

TERMS OF SALE: Cash. A deposit of $3,000 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.

FRED J. VAN SLYKE,
Attorney Named In Mortgage

ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert St.,
Balto. 2, Md.
Plaza 2-4868 D-3

16541

OFFICE OF

Evening Capital

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

LIBER 161 PAGE 574

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1964

We hereby certify, that the annexed
Attorney's Sale
Joseph S. Snead

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 DEC -4 PM 1:59
By H. Tilghman

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

VS

JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE,

LEGAL NOTICES

FRED J. VAN SLYKE,
Solicitor
730 N. Collington Ave.

Attorney's Sale

OF MODERN LUXURY-TYPE SPLIT-LEVEL DWELLING

24 HATTON DRIVE
Severna Park, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from Joseph S. Snead and Muriel R. Snead, his wife to Bohemian Building & Loan Assoc. "Slavie" and recorded among the Land Records of Anne Arundel County, default having occurred in said mortgage, the undersigned Attorney named in Mortgage, will sell at public auction on the premises, on

FRI., DEC. 4, 1964
AT 3 P.M.

ALL THAT LOT OF GROUND in the 3rd Election District of Anne Arundel County and known as No. 24 Hatton Drive and being known and designated as Lot No. 10, Section N in the Plat of Severna Park which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 28 folio 24. In fee simple and improved by a modern brick and frame split level dwelling containing: living room, dining room, kitchen, 4 bedrooms, recreation room, jalousie windowed Florida room, 3 baths, hot water heat, central air conditioning, 2 car carport etc.

TERMS OF SALE: Cash. A deposit of $3,000 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.

FRED J. VAN SLYKE,
Attorney Named In Mortgage

ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert St.,
Balto. 2, Md.
Plaza 2-4868

D-3

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 4th day of December 1964, sold the property described in the attached advertisement of sale at and for the sum of $37,000.00 to F.P. ASHER, Agent FOR RAYMOND R. MAESTRI AND PATRICIA A. MAESTRI, HIS WIFE, ---- he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph L. Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 4th day of December 1964, purchased the property described in the attached advertisement of sale from Fred J. Van Slyke, Attorney Named in Mortgage, at and for the sum of $37,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

F.P. Asher Agent
Purchaser
FOR RAYMOND R. MAESTRI AND PATRICIA A. MAESTRI, HIS WIFE
(F.P. ASHER) Agent

FILED
1964
DEC 14 AM 10:23

LIBER 161 PAGE 575

LIBER 161 PAGE 576

STATE OF MARYLAND, CITY OF BALTIMORE Set:

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 ~~Baltimore City~~, Baltimore County, personally appeared F.P. ASHER, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as ~~principal and not as an agent for anyone, or he purchased same as~~ agent and his principals ~~is~~ we RAYMOND R. MAESTRI PATRICIA A MAESTRI, his WF, and that he has not directly or indirectly discouraged anyone from bidding for the said No 24 HANON DRIVE, Anne Arundel County, mentioned in the said Report of Sale.

F.P. Asher
F.P. Asher Purchaser

~~Purchaser~~

Joseph T. Cooper
Notary Public
Joseph T. Cooper

JOSEPH T. COOPER (SEAL) NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1964 DEC 14 AM 10: 23

12

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	IN EQUITY
JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE	:	No. 16,561 Equity Docket 22 Folio 452

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The Report of Sale of Fred J. Van Slyke, Attorney named in the Mortgage by the mortgage in the above entitled cause to make sale of fee simple property known as No. 24 Hatton Drive, in the Third Election District of Anne Arundel County, State of Maryland, in the proceedings in said cause mentioned respectfully shows, that the said Attorney after giving Bond with security for the faithful discharge of his trust as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital, a daily newspaper, published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Fred J. Van Slyke, Attorney named in the Mortgage did pursuant to said notice on Friday, December 4th, 1964, at 3:00 P.M. attend on the premises and then and there sold fee simple property on 24 Hatton Drive, Anne Arundel County, Maryland unto RAYMOND R. MAESTRI AND PATRICIA A. MAESTRI, HIS WIFE, at and for the sum of THIRTY-SEVEN THOUSAND DOLLARS ($37,000.00) said property being described as follows:-

"All that lot of ground in the 3rd Election District of Anne Arundel County, Maryland, known as No. 24 Hatton Drive, and being known as Lot No. 10, Section N on the Plat of Severna Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, Folio 24."

Fred J. Van Slyke, Attorney named in the Mortgage.

FILED

1964 DEC 14 AM 10:23

13

STATE OF MARYLAND, Baltimore City, to wit:-

I HEREBY CERTIFY, That on this 11th day of December 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City ------ personally appeared Fred J. Van Slyke, Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Erick S. Larsen

Erick S. Larsen
Notary Public

14

ORDER NISI

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE OF BALTIMORE CITY

versus

JOSEPH S. SNEAD AND

MURIEL R. SNEAD, HIS WIFE

LIBER 161 PAGE 579

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,561 Equity

Ordered, this 14th day of December, 1964, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of January next.

The report states that the amount of sale was $ 37,000.00

Louis N. Rk[illegible] Clerk.

True Copy,

Fred J. Van Slyke, Atty.
(Final Order)

TEST: Clerk.
FOR: EVENING CAPITAL Dec. 17th Edition

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

versus

JOSEPH S. SNEAD AND

MURIEL R. SNEAD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of January, 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.

[illegible]
JUDGE.

FILED
1965 JAN 21 PM 12:07

15

Additional Bond

Judicial 13—Maryland—Mortgagee's or Attor Bond (1-55)

Additional Bond

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 161 PAGE 580

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE" OF BALTIMORE CITY

vs.

JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE,

BOOK 13 PAGE 3

BOND OF Attorney

TO SELL Real Estate

No. 16,561 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Fred J. Van Slyke,

730 N. Collington Avenue, Baltimore, Maryland 21205

as Principal ,

and UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Two Hundred Fifty and 00/100 - - - - - - Dollars ($ 5,250.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of Nov. , in the year of our Lord, nineteen hundred and sixty-four

WHEREAS, the above bounden Fred J. Van Slyke

by virtue of the power contained in a mortgage from Joseph S. Snead and Muriel R. Snead, h/w to Bohemian Building Loan And Savings Association "Slavie" of Baltimore City bearing date the 29th day of April , 19 64 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1750 Folio 374 ~~and~~

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden

Fred J. Van Slyke

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

Signed, sealed and delivered

in the presence of

Rosemary G. Hall
Rosemary G. Hall

BY: Fred J. Van Slyke (SEAL)
Fred J. Van Slyke

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Robert J. Burns
Robert J. Burns
Attorney in fact.

Bond approved this 21st day of December, 1964

Louis N. Phipps, Clerk

FILED

1964 DEC 21 AM 9:50

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,561 Equity

FRED J. VAN SLYKE, ATTORNEY NAMED IN THE MORTGAGE FROM JOSEPH S. SNEAD AND MURIEL R. SNEAD, HIS WIFE, TO BOHEMIAN BUILDING, LOAN AND SAVINGS ASSOCIATION "SLAVIE OF BALTIMORE CITY

versus

JOSEPH S. SNEAD and MURIEL R. SNEAD, his wife

Ordered, this 14th day of December, 1964, That the sale of the property in these proceedings mentioned made and reported by Fred J. Van Slyke, Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of January next.

The report states that the amount of sale was $37,000.00.

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

J-7

OFFI' ' OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 581

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 16, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,561

Joseph S. Snead.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of January, 1965. The first insertion being made the 17th day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 JAN 19 PM 1:54

No. E. C. 33263

17

In the Case of

FRED J. VAN SLYKE, ATTORNEY NAMED
IN MORTGAGE ETC.

VS.

JOSEPH S. SNEAD AND
MURIEL R. SNEAD, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,561 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 -9 AM 11:00
FILED

All of which is respectfully submitted.

Arthur Andrews Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 21st 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. Phillips
Clerk
Per: J. B. Fitzhugh, deputy

FILED
1965 APR. 21

18

19

Dr. Mortgaged Real Estate of Joseph S. Snead and Muriel R. Snead, his wife

In Acct. with Fred J. Van Slyke, attorney named in Mortgage

						Cr.	
By	Amount of Sale as per Attorney's Report of Sale filed			37,000	00		
By	Interest 6% on deferred payment $34,000.00 from 12/4/64 to 2/5/65			345	67		
By	Adjustment, taxes from 12/4/64 to 12/31/64			31	20		
						37,376	87
To	Attorney, for fee, viz	100	00				
To	Attorney for commission, viz	1,020	00				
				1,120	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	50				
	Auditor, this account	40	00				
				81	50		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - Sale	86	76				
	Sunpapers, Advertising - sale	112	80				
	U.S. Fidelity & Guaranty Co. - bond	148	00				
	Alex Cooper Auctioneers Inc. - fee	925	00				
	Adjustment, sanitary charges to 12/4/64	42	19				
	Adjustment, water charges to 12/4/64	3	70				
				1,318	45		
To	Bohemian, Building, Loan & Savings Assoc. "Slavie" of Baltimore City, Mortgagee, in full for mortgage claim	31,657	86				
	Interest 6% on principal balance $30,673.22 from 11/10/64 to 3/23/65	679	92				
				32,337	78		
To	Fred J. Van Slyke, for title search as per bill exhibited	45	00				
				45	00		
To	Joseph S. Snead and Muriel R. Snead,						

his wife, Mortgagors, excess	2,474	14				
			2,474	14		
					37,376	87

SIDNEY H. TINLEY, JR.	:	LIBER 161 PAGE 585
and		
E. CATHERINE BYRNE,	:	
Trustees		IN THE
vs.	:	CIRCUIT COURT
MARYLAND CITY, ~~INC~~ Corporation., a Maryland body corporate,		FOR
and	:	ANNE ARUNDEL COUNTY
MARYLAND ESCROW, INC., a Maryland body corporate,	:	In Equity
and		Docket: Folio: Number: 16,894 Equity
CREST HOLDING CORPORATION a Maryland body corporate,	:	
Defendants		
	:	
	:	
	:	

: : : : : : : : : : :

Dear Mr. Clerk:

Please docket the above-entitled cause, and file the Deed of Trust from Maryland City, ~~Inc~~ Corporation., a Maryland body corporate, Maryland Escrow, Inc., a Maryland body corporate and Crest Holding Corporation, a Maryland body corporate, to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, dated March 6, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1639 , folio 23 , et seq. as "Exhibit A" and enter our appearance as counsel for the Trustees.

Richard W. Case

Richard W. Case

Joseph M. Roulhac

Joseph M. Roulhac

Smith, Somerville & Case

Smith, Somerville & Case
1700 One Charles Center
Baltimore, Maryland 21201
727-1164

Attorneys for Trustees

FILED
1965 JAN -4 AM 9:42

810-Lots 1-50

16,894

LIBER 161 PAGE 586
BOOK 1639 PAGE 23

THIS DEED OF TRUST, Made this 6TH day of March, in the year one thousand nine hundred and sixty-three, by and between MARYLAND CITY CORPORATION, a Maryland corporation, party of the first part; MARYLAND ESCROW, INC., a Maryland corporation, party of the second part; CREST HOLDING CORPORATION, a Maryland corporation, party of the third part; and SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees as hereinafter mentioned, parties of the fourth part.

WHEREAS, Maryland City Corporation is justly indebted unto WEAVER BROS. INC. OF MARYLAND, a body corporate, duly organized and existing under the Laws of the State of Maryland, in the full sum of FIVE HUNDRED FORTY-NINE THOUSAND DOLLARS ($549,000.00), for money to be loaned and advanced in accordance with the terms of a Building Loan Agreement of even date between Maryland City Corporation and Weaver Bros. Inc. of Maryland, for which the said party of the first part has made and delivered unto the said Weaver Bros. Inc. of Maryland, its promissory note bearing even date with these presents, said note covering the properties hereinafter described situate in Anne Arundel County, State of Maryland, and being for the principal sum of FIVE HUNDRED FORTY-NINE THOUSAND DOLLARS ($549,000.00), said note being payable to the order of Weaver Bros. Inc. of Maryland, at Fayette and St. Paul Streets, Baltimore 2, Maryland, or at such other place, either within or without the State, as the holder of said note may from time to time direct, said note to bear interest at the rate of five and one-half (5-1/2) per centum per annum on the unpaid principal balance of the aforesaid note, or so much as is advanced hereunder, from the date of each advance until paid; said principal and interest being payable in the following manner:

101279

Interest on amounts advanced, accounting from the date of each advance, shall be payable monthly on the first day of each month after the date hereof, and said note shall become due and payable as to the principal and together with accrued interest on the 6TH day of December, 1963, said principal and interest being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

WHEREAS, it was a condition precedent to the making of the aforesaid loan by Weaver Bros. Inc. of Maryland, to the party of the first part hereto, that these presents be executed to further secure the repayment of said note, together with interest thereon, as and when the same shall become due and payable.

NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH: That the parties of the first, second, and third parts, in consideration of the premises and One Dollar, the receipt whereof prior to the signing of and delivery of these presents, is acknowledged, do grant, convey and assign unto the parties of the fourth part, as Trustees, subject to the provisions hereinafter provided, the following lots of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:-

ALL THOSE FIFTY LOTS OF GROUND, being known and designated as Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50, as laid out and shown on a Plat entitled "Section 10, Maryland City", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 40.

FOR TITLE, see the following:-

1. Deed from Maryland Escrow, Inc. to Maryland City Corporation dated of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto.

2. Two Leases from Maryland City Corporation to Wheeler Holding, Inc. dated of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto.

3. Two Leases from Maryland Escrow, Inc. to Wheeler Holding, Inc., dated of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto.

4. Deed of Assignment from Wheeler Holding, Inc. to Maryland City Corporation dated of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto.

5. Ground rent Deed from Maryland City Corporation to Crest Holding Corporation, dated of even date herewith and recorded among the Land Records of Anne Arundel County, prior hereto.

Maryland Escrow, Inc., as the Mortgagee under a Mortgage from Maryland City Corporation to it dated of even date herewith and as the owner of the reversions and annual ground rents issuing and payable out of the lots of ground described in the two Leases referred to in paragraph No. 3 hereof and Crest Holding Corporation as the owner of the reversions and annual ground rents issuing and payable out of the lots of ground described in the two Leases referred to in paragraph 2 hereof, join in the execution

hereof solely for the purpose of subjecting the entire fee simple estate in the property hereinbefore described to the lien of this Deed of Trust without obligation or responsibility upon Maryland Escrow, Inc. and/or Crest Holding Corporation, their successors and/or assigns, for the payment of the sum secured hereby.

Anything herein to the contrary notwithstanding, that prior to the commencement of any foreclosure proceedings or sale pursuant to the provisions hereinafter set forth, Weaver Bros. Inc. of Maryland, or the holder of the note secured hereby shall give to the party of the second part herein written notice of any default hereunder and allow the party of the second part herein to remedy such default within a period of fifteen (15) days after such notice.

Privileges are granted to the party of the first part, that, prior to default in any of the covenants and conditions of this Deed of Trust and prior to maturity hereof, the said party of the first part shall have the right and privilege of prepaying the indebtedness hereby secured in whole or in part at any time on any regular interest payable date, without penalty.

1207.80

The entire indebtedness secured by this Deed of Trust shall become and immediately be due at the option of the Beneficiary if by order of a court of competent jurisdiction, a Receiver or Liquidator or Trustee of the party of the first part, or any of its property, shall be appointed and shall not have been discharged within sixty days, or, if by decree of such a court, the party of the first part shall be adjudicated bankrupt or insolvent or any of its property shall have been sequestered, and such decree shall remain undischarged and unstayed for sixty days after the entry thereof, or if a petition to reorganize the party of the first part pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the party of the first part, as now or hereafter in effect, shall be filed against the party of the first part and shall not be dismissed within sixty days after such filing, or the party of the first part shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law or shall consent to the filing of any bankruptcy or reorganization petition against it under any such law, or if (without limitation of the generality of the foregoing) the party of the first part shall file a petition for an arrangement or to reorganize the party of the first part pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the party of the first part, as now or hereafter in effect, shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a Receiver or Trustee or Liquidator of the party of the first part, or of all or any part of its property.

Together with the buildings and improvements now or hereafter standing thereon, the present and future hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the apparatus, chattels and fixtures now or hereafter attached to or used in connection with said buildings and improvements, which the party of the first part represents as annexed to and forming a part of the realty and as subject to the lien of this deed of trust;

Together with the possession and the right of possession of the aforegoing;

And Together with the rents, income, issues and profits accruing therefrom, provided that the party of the first part shall be entitled to collect, and receive the same while no default exists in the terms of the aforesaid note or of this deed of trust;

TO HAVE AND TO HOLD the same unto and to the only use of the party of the fourth part, as Trustees, in fee simple.

IN AND UPON THE FOLLOWING TRUST:

In trust to permit said party of the first part to use and occupy the aforesaid land and property and to take, have and apply the rents, issues, income and profits thereof to and for the sole use of the party of the first part, while no default exists in any of the covenants or agreements of this deed of trust;

In trust to release and re-convey the aforesaid land and property to the party of the first part, at the cost of the party of the first part, upon payment of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this deed of trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid;

AND upon this further trust, that upon failure to erect upon the aforesaid land within nine months from date hereof and in accordance with the plans and specifications, free and discharged from all liens and claims of mechanics and materialmen, or in the event that the Beneficiary is required to complete the erection of said building or buildings under the terms of a contract existing between the party of the first part and the Beneficiary, or

in the event that any of the provisions of said contract are violated, or upon default in any of the covenants or agreements of this deed of trust, then, at the election of the Beneficiary, the principal remaining unpaid with accrued interest shall be immediately due and payable after five days written notice of default, and, at the election of the Beneficiary, the party of the fourth part, as Trustees, acting in the execution of this trust, shall have the power and it shall be the duty of the party of the second part, as Trustees, to sell the said land and property, and in case of the default of any purchaser or purchasers, to re-sell said land and property, at public auction upon giving at least twenty days notice of the time, place, manner and terms of sale in a newspaper published in Anne Arundel County, State of Maryland, and such other notice as said Trustees may deem expedient. Such sale may be of the whole or any part of said land and property, provided, however, that the party of the fourth part, as Trustees, shall not be required to sell less than the whole, and such sale shall be in such manner as said Trustees deem advantageous and proper. In the event of such sale, the party of the fourth part, as Trustees, shall have the power and it shall be the duty of the party of the fourth part, as Trustees, to convey the land and property so sold in fee simple to the purchaser or purchasers in compliance with the terms of said sale and at the cost of said purchaser or purchasers who shall not be required to see to the application of the purchase money, and out of the proceeds of such sale or sales: Firstly, to pay all proper costs, charges and expenses of such sale including reasonable counsel fees, and all sums, together with interest thereon as herein provided, expended by the Beneficiary to fulfill any one or more of the covenants and agreements of this deed of trust which were not fulfilled by the party of the first part as herein covenanted and agreed, and to retain as compensation a commission computed on the amount of such sale and equal to the sums allowed by equity courts in the jurisdiction where such sale is made; Secondly, to pay the principal remaining unpaid with accrued interest to date of payment, it being agreed that upon default in any of the covenants or agreements of this deed of trust the principal remaining unpaid with accrued interest shall become immediately due and payable at the election of the Beneficiary; and Lastly, to pay the remainder of said proceeds, if any,

to the said party of the first part upon delivery and surrender to the purchaser or purchasers or the heirs, executors, administrators, successors or assigns, thereof, of the possession of the land and property so sold and conveyed, less the expenses, if any of obtaining possession. In the event that the said land and property shall be advertised for sale and not be sold, the Trustee or Trustees acting shall be entitled to one-half of the commission above provided computed on the amount of the indebtedness.

AND the party of the first part for themselves, their heirs, executors, administrators, successors and assigns covenants and agrees as follows;

To pay the aforesaid note in accordance with its terms:

To warrant specially the aforesaid land and property and to execute such further assurances thereof as may be requisite.

To pay all taxes, assessments and other charges, both general and special, when due and payable, that may be levied on, assessed against or become due on the aforesaid land and property;

To pay all costs, commissions and expenses, together with Insurance Premiums including counsel fees, incurred in relation to the aforesaid Note, this trust, or the aforesaid land and property;

To pay all sums required to preserve the priority of the lien of this Deed of Trust;

To keep the aforesaid land and property in a good state of repair and in tenantable condition to the satisfaction of the Beneficiary, and to obtain the written consent of the Beneficiary before demolishing, removing or materially altering any building or improvements now or hereafter standing upon the aforesaid land and before permitting any such act;

To keep the buildings and improvements now or hereafter standing upon the land conveyed hereby and all apparatus, chattels, fixtures, and equipment now or hereafter attached to or used in connection therewith, insured against loss or damage by fire and such other casualties as may from time to time be required by the Beneficiary; to procure such insurance in forms, in companies and in amounts (not less than sufficient to avoid any claim on the part of the insurers for co-insurance) satisfactory to the Beneficiary;

that all insurance policies shall be held by, be for the benefit of, and first and solely payable, in case of loss, to the Beneficiary and the proceeds of such policies are hereby assigned to the Beneficiary; to deliver to the Beneficiary, at least fifteen days before the expiration of any policy, a new and sufficient policy; that, at the option of the Beneficiary, the whole or any part of said proceeds may be applied to the payment of principal or interest or other charges secured hereby in such order and amounts as the Beneficiary may determine, whether then due or not, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be used to replace or restore the destroyed or damaged buildings and improvements to a condition satisfactory to the Beneficiary, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That the Beneficiary may collect and receive all awards hereafter made by any municipal, county, state or federal authority for a taking of any interest in the aforesaid land or for changing the grade of any public way so as to affect the aforesaid land and property and all such awards are hereby assigned to the Beneficiary; that at the option of the Beneficiary, the whole or any part of the proceeds of such awards may be applied to the payment of principal or interest secured hereby, whether then due or not, in such order and amounts as the Beneficiary may determine, or be used to discharge in whole or in part any one or more of the covenants or agreements of this deed of trust, or be released to the party of the first part and any one or more of the preceding alternatives may be elected by the Beneficiary in such order as the Beneficiary may determine;

That upon default in the payment of taxes, assessments and charges, costs, commissions or expenses or sums necessary to preserve the priority of this deed of trust, as herein provided, or upon failure to keep the property insured as aforesaid, the Beneficiary shall have the option of paying the same and of effecting such insurance and all moneys so expended by the Beneficiary shall be immediately payable with interest at the rate of six per cent per annum from the date of payment by the Beneficiary and shall be secured hereby;

It is understood and agreed by and between the parties hereto that Weaver Bros. Inc. of Maryland, and its assigns, and any subsequent holder of the notes hereinabove referred to shall have the 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 Anne Arundel County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same power, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of this right to appoint an successor trustee, no matter how often exercised, shall not be deemed in exhaustion of said rights.

The property hereinbefore granted unto the parties of the fourth part, Trustees, is to be held by them in and upon the following further trusts:

That upon payment to Weaver Bros. Inc. of Maryland, or the holder of the note secured hereby of a sum equal to the full amount advanced on a particular type of house in accordance with the payment schedule set forth in the Building Loan Agreement, the Trustees shall release from the legal operation and effect hereof and reconvey to the party of the first part, its successors or assigns at the cost of the party of the first part, the lot upon which the full sum advanced on the dwelling constructed thereon has been repaid in full.

Whenever the term Beneficiary is used herein it shall mean Weaver Bros.. Inc. of Maryland, or the holder of the note secured hereby and that the terms party of the first part, party of the second part, party of the third part, party of the fourth part, Trustees and Beneficiary shall be construed to include the singular, the plural, the masculine, feminine and neuter genders and the heirs, executors, administrators, successors and assigns thereof where the context may require or permit.

Notwithstanding any provision herein, the total liability in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Maryland.

WITNESS the signature of the parties of the first, second and third parts hereto by the hands of E. Harvey Kayne, President of the party of the first part, Paul L. Plack, Vice-President of the party of the second part and Lewis A. Kann Vice-President of the party of the third part and the corporate seals of each hereto affixed.

WITNESS:

Lewis A Kann

LEWIS A KANN

James W. Leyko

JAMES W. LEYKO SECRETARY

George M Bayley

MARYLAND CITY CORPORATION

BY: E. Harvey Kayne, President

MARYLAND ESCROW, INC.

BY: Paul L. Plack, Vice-President

CREST HOLDING CORPORATION

BY: Lewis A. Kann, Vice-President

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I HEREBY CERTIFY, that on this 6th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared E. HARVEY KAYNE, President of MARYLAND CITY CORPORATION and that he, as such President, being authorized so to do, executed the foreoing instrument for the purposes therein contained by signing, in my presence, the name of the said corporation by himself as President.

WITNESS: my hand and Notarial Seal.

George M Bayley
Notary Public

My commission expires:- May 6th, 1963

GEORGE M. BAYLEY

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:-

I HEREBY CERTIFY, that on this 6th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared PAUL L. PLACK, who acknowledged himself to be the Vice-President of MARYLAND ESCROW, INC., and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing in my presence, the name of the said corporation by himself as Vice-President.

WITNESS: my hand and Notarial Seal.

George M Bayley
Notary Public

My commission expires:- May 6th, 1963

GEORGE M. BAYLEY

STATE OF MARYLAND, BALTIMORE CITY TO WIT:-

I HEREBY CERTIFY, that on this 6th day of March, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared LEWIS A. KANN, who acknowledged himself to be the Vice-President of CREST HOLDING CORPORATION, and that he, as such Vice-President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the said corporation by himself as Vice-President.

WITNESS: my hand and Notarial Seal.

George M Bayley
Notary Public

My commission expires:- May 6th, 1963

GEORGE M. BAYLEY

75.00

Rec'd for record Mar. 8, 1963 at 1:54 P.M.
Mailed to The Title Guarantee Co.

Rec. Rel. See Land Liber L.N.P. No. 1746-Page 430 Rec. 4/14/64 at 10:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the aforegoing ...Deed..of..Trust..... is truly taken and copied from Liber L.N.P. ...No..1639..... folio.....23....., 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 13th..day of....January.. A. D., 196.5

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

12

SIDNEY H. TINLEY, JR. :

and

E. CATHERINE BYRNE, :

Trustees

vs. :

MARYLAND CITY, ~~INC~~ Corporation.,
a Maryland body corporate

and

MARYLAND ESCROW, INC.,
a Maryland body corporate :

and

CREST HOLDING CORPORATION :
a Maryland body corporate,

Defendants

:

LIBER 161 PAGE 597

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket:
Folio:
Number: 16,894 Equity

: :

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF MARYLAND:
SS
CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 4th day of January, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, E. Catherine Byrne, Trustee, one of the plaintiffs in the above-captioned cause and made oath in due form of law that the defendants, Maryland City, ~~Inc~~ Corporation., Maryland Escrow, Inc. and Crest Holding Corporation are Maryland bodies corporate and are not in the military service of the United States.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal this 4th day of January, 1965.

Marie S. Berrick
Notary Public

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13

SIDNEY H. TINLEY, JR., :

and

E. CATHERINE BYRNE, :

Trustees

vs.

MARYLAND CITY, ~~INC.~~ Corporation, :
a Maryland body corporate,

and

MARYLAND ESCROW, INC., :
a Maryland body corporate,

and

CREST HOLDING CORPORATION, :
a Maryland body corporate,

Defendants

LIBER 161 PAGE 598

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket:
Folio:
Number: 16,894 Equity

: : : : : : :

STATEMENT OF MORTGAGE DEBT
UNDER DEED OF TRUST

Debt due Weaver Bros., Inc. of Maryland from Maryland City, ~~Inc.~~ Corporation, under Deed of Trust dated March 6, 1963, from Maryland City, ~~Inc.~~ Corporation, et al. to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, conveying a portion of Section 10 of the Maryland City development:

Lot & Section	Principal Advanced	Principal Repaid	Net Principal Advanced	Interest 2/1/64 to 1/4/65	Share Bldrs. risk Premium	Net Due 1/4/65
1 Sec. 10	10,275.00	1,916.00	8,359.00	445.80	10.22	8,815.02
2 10	10,275.00	1,916.00	8,359.00	445.85	10.22	8,815.07
3 10	10,275.00	1,916.00	8,359.00	445.67	10.22	8,814.89
4 10	12,275.00	2,916.00	9,359.00	507.40	10.22	9,876.62
5 10	10,275.00	1,916.00	8,359.00	445.58	10.22	8,814.80
6 10	10,275.00	1,916.00	8,359.00	445.37	10.22	8,814.59
7 10	12,275.00	2,916.00	9,359.00	507.82	10.22	9,877.04
8 10	9,075.00	1,916.00	7,159.00	383.45	10.22	7,552.67
9 10	10,275.00	1,916.00	8,359.00	445.37	10.22	8,814.59
10 10	12,275.00	2,916.00	9,359.00	507.12	10.22	9,876.34
11 10	10,275.00	1,916.00	8,359.00	445.97	10.22	8,815.19
12 10	12,275.00	2,916.00	9,359.00	506.92	10.22	9,876.14
13 10	10,275.00	1,916.00	8,359.00	445.00	10.22	8,814.22
14 10	10,275.00	1,916.00	8,359.00	445.29	10.22	8,814.51
15 10	12,275.00	2,916.00	9,359.00	507.01	10.22	9,876.23
16 10	10,275.00	1,916.00	8,359.00	445.29	10.22	8,814.51
17 10	10,275.00	1,916.00	8,359.00	446.23	10.22	8,815.45
18 10	12,275.00	2,916.00	9,359.00	507.20	10.22	9,876.42
19 10	10,275.00	1,916.00	8,359.00	444.03	10.22	8,813.25
20 10	10,275.00	1,916.00	8,359.00	445.47	10.22	8,814.69
21 10	9,075.00	1,916.00	7,159.00	383.55	10.22	7,552.77
22 10	10,275.00	1,916.00	8,359.00	445.47	10.22	8,814.69
23 10	10,275.00	1,916.00	8,359.00	445.47	10.22	8,814.69
24 10	10,275.00	1,916.00	8,359.00	449.22	10.22	8,818.44
25 10	10,275.00	1,916.00	8,359.00	448.53	10.22	8,817.75
26 10	10,275.00	1,916.00	8,359.00	449.22	10.22	8,818.44
27 10	9,075.00	----	9,075.00	467.46	10.22	9,552.68
28 10	10,275.00	----	10,275.00	529.44	10.22	10,814.66
29 10	10,275.00	----	10,275.00	529.44	10.22	10,814.66
30 10	12,275.00	----	12,275.00	633.03	10.22	12,918.25
31 10	10,275.00	----	10,275.00	529.21	10.22	10,814.43

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Lot & Section	Principal Advanced	Principal Repaid	Net Principal Advanced	Interest 2/1/64 to 1/4/65	Share Bldrs. risk Premium	Net Due 1/4/65
32 Sec. 10	12,275.00	----	12,275.00	633.03	10.22	12,918.25
33 10	10,275.00	----	10,275.00	526.14	10.22	10,811.36
34 10	13,275.00	----	13,275.00	682.70	10.22	13,967.92
35 10	10,275.00	----	10,275.00	530.23	10.22	10,815.45
36 10	10,275.00	----	10,275.00	529.87	10.22	10,815.09
37 10	12,275.00	----	12,275.00	633.03	10.22	12,918.25
38 10	9,075.00	----	9,075.00	467.46	10.22	9,552.68
39 10	12,275.00	----	12,275.00	633.03	10.22	12,918.25
40 10	10,275.00	----	10,275.00	529.94	10.22	10,815.16
41 10	12,275.00	----	12,275.00	633.46	10.22	12,918.68
42 10	9,075.00	----	9,075.00	467.82	10.22	9,553.04
43 10	13,275.00	2,916.00	10,359.00	561.04	10.22	10,930.26
44 10	10,275.00	----	10,275.00	529.87	10.22	10,815.09
45 10	12,275.00	2,916.00	9,359.00	511.42	10.22	9,880.64
46 10	10,275.00	----	10,275.00	529.87	10.22	10,815.09
47 10	12,275.00	2,916.00	9,359.00	511.78	10.22	9,881.00
48 10	9,075.00	1,916.00	7,159.00	387.68	10.22	7,556.90
49 10	12,275.00	2,916.00	9,359.00	511.42	10.22	9,880.64
50 10	10,275.00	1,916.00	8,359.00	450.01	10.22	8,819.23
	540,550.00	71,312.00	469,238.00	24,787.68	511.00	494,536.68

Summary:

Total Principal Advanced	$469,238.00
Total Interest 2/1/64 to 1/4/65	24,787.68
Total Builders Risk premium	511.00
Total Amount Mortgage Debt due Weaver Bros., Inc. of Maryland	$494,536.68

WEAVER BROS., INC. OF MARYLAND

BY: Roy E. Paddock

Roy E. Paddock, Vice President

STATE OF MARYLAND:
SS
CITY OF BALTIMORE:

I HEREBY CERTIFY on this 4th day of January, 1965, before me, a Notary Public for the State of Maryland, in and for the City of Baltimore, personally appeared Roy E. Paddock, who is known to me to be a Vice President of Weaver Bros., Inc. of Maryland, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage debt under the Deed of Trust filed in the above captioned case now remaining due and unpaid.

AS WITNESS, my hand and notarial seal.

Marie S. Berick

Notary Public

SIDNEY H. TINLEY, JR. LIBER 161 PAGE 600

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees vs. MARYLAND CITY, ~~INC~~ Corporation., et al., Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity 16,894

: :

PETITION AND ORDER TO AMEND NAME OF DEFENDANT

Now come the Trustees, Sidney H. Tinley, Jr. and E. Catherine Byrne, by Joseph M. Roulhac, one of their attorneys, and respectfully state:

That upon receiving the original deed of trust attached as Exhibit A to the order to docket the above-captioned case from the Clerk of this Court, it was discovered that the proper corporate name of one of the defendants is Maryland City Corporation, inadvertently named in this suit as Maryland City, Inc.

WHEREFORE, your petitioners pray that the Court enter an order directing the Clerk of this Court to amend the records of his office and the papers heretofore filed in this suit to reflect the correct corporate name of the defendant, Maryland City Corporation.

Joseph M. Roulhac
Joseph M. Roulhac
Attorney for Trustees

Upon the foregoing petition, it is this 21st day of January, 1965 by the Circuit Court for Anne Arundel County

ORDERED that the Clerk be and he is hereby directed to amend the records of his office and the papers heretofore filed in this suit to reflect the correct corporate name of the defendant, Maryland City Corporation.

O. Bowie Duckett
Judge

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LIBER 161 PAGE 601

OLD COLONY INSURANCE COMPANY

BOSTON, MASSACHUSETTS

BOOK 13 PAGE 38

Bond No. GB 586444

No. 16,894 Equity

BOND OF TRUSTEES TO SELL

KNOW ALL MEN BY THESE PRESENTS, That we, SIDNEY H. TINLEY, JR. AND E. CATHERINE BYRNE, as Principals, and OLD COLONY INSURANCE COMPANY, a body corporate of the Commonwealth of Massachusetts, 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 FIVE HUNDRED THOUSAND AND NO/100 ($500,000.00) 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 and administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 22nd day of January, 1965.

WHEREAS, by the terms of a certain deed of trust bearing date the 6th day of March, in the year nineteen hundred sixty-three, and duly recorded among the Land records of Anne Arundel County in the State of Maryland in Liber No. 1639, folio 23, given by a certain Maryland City Corporation, Maryland Escrow Inc. and Crest Holding Corporation, to Sidney H. Tinley, Jr. and E. Catherine Byrne Trustees, to secure the Promissory Notes in the amount of FIVE HUNDRED FORTY NINE THOUSAND AND NO/100 ($549,000.00) DOLLARS the said Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, as aforesaid were empowered and authorized to sell the property conveyed by said deed of trust, upon default being made in the payment of the principal and interest thereon and in the other terms and conditions thereof; and

WHEREAS, default having occurred in the payment of the principal and interest of said deed of trust debt and in the other terms and conditions of said deed of trust, the said Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, are about to exercise the power vested in them under said deed of trust.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, if the above bounden, the said Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, as aforesaid, shall well and truly abide by and obey or fulfill any order or decree that shall be made by any Court of Equity in relation to the sale of the property conveyed by said deed of trust, or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

This bond approved this 28 day of January 1965. Sidney H. Tinley, Jr. (SEAL)

Louis N. Phipps
Clerk of Court

E. Catherine Byrne (SEAL)
OLD COLONY INSURANCE COMPANY

WIT: Joseph M. Roulhac

BY: Warren M. [illegible]
Attorney-in-Fact

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1965 JAN 28 AM 9:09

Printed in U. S. A.

SMITH, SOMERVILLE & CASE
Solicitors
Suite 1700 One Charles Center
Baltimore, Maryland 21201

Trustees' Sale

OF VALUABLE FEE SIMPLE AND LEASEHOLD DWELLING PROPERTIES

LOTS NUMBERS 1 THROUGH 50, INCLUSIVE, OF SECTION 10, MARYLAND CITY, FOURTH ELECTION DISTRICT ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a certain Deed of Trust (Deed) from Maryland City Corporation, Maryland Escrow, Inc. and Crest Holding Corporation to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, dated March 6, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P .No. 1639, folio 23, et seq., defaults, as defined in said Deed, having occurred, and at the request of the party secured thereby, the undersigned, Trustees, will offer for sale at public auction at the premises on

THURS., JAN. 28, 1965

AT 10:30 O'CLOCK A.M. (E.S.T.)

ALL THOSE 22 LOTS OF GROUND AND IMPROVEMENTS, subject to the payment of an annual ground rent of $120 each, situate in the Fourth Election District of Anne Arundel County, described in said Deed as follows:

No. 18

Being known and designated as Lots Numbers, 1, 2, 3, 5, 6, 8, 9, 11, 13, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 48 and 50, as laid out and shown on a Plat entitled "Section 10, Maryland City," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 40. Subject to building restrictions and covenants of record, if any.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 161 PAGE 602

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 28, 1965

We hereby certify, that the annexed Trustee's Sale Lots numbers 1 through 50, inclusive of section 10 Maryland City

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of January, 1965. The first insertion being made the 7th day of January, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

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1965 JAN 29 PM 1:46

By H. Tilghman

AND ALSO, ALL THOSE 10 LOTS OF GROUND AND IMPROVEMENTS, subject to the payment of an annual ground rent of $180 each, situate in the Fourth Election District of Anne Arundel County, described in said Deed as follows:

Being known and designated as Lots Numbers 4, 7, 10, 12, 15, 18, 43, 45, 47 and 49, as laid out and shown on a Plat entitled "Section 10, Maryland City," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 40. Subject to building restrictions and covenants of record, if any.

AND ALSO, ALL THOSE 18 LOTS OF GROUND AND IMPROVEMENTS in fee simple, situate in the Fourth District of Anne Arundel County described in said Deed as follows:

Being known and designated as Lots Numbers 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44 and 46, as laid out and shown on a Plat entitled "Section 10, Maryland City," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 40. Subject to building restrictions and covenants of record, if any.

IMPROVEMENTS: The improvements on each of the said lots consist of completed or partially completed one story frame dwellings containing or planned and being constructed to contain full basements, 3 or 4 bedrooms, 1, 1-½ or 2-½ baths, gas fired forced air heat and air-conditioning. Details concerning the improvements on the above described lots may be obtained from Weaver Bros. Inc. of Maryland, Baltimore, SA 7-8181.

MANNER OF OFFERING: The above described lots will first be offered separately, and the bids reserved, then offered as an entirety and sold in the manner producing the greatest amount.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale if sold separately, and if sold as an entirety, a cash or certified check deposit of $25,000 will be required of the purchaser or purchasers at the time and place of sale; balance of purchase price in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest at 6 per cent to be paid on unpaid purchase price from date of sale to date of settlement. All conveyancing, recording, stamp taxes and the Anne Arundel County transfer tax to be borne by purchaser or purchasers. All other taxes, expenses, assessments and public charges, including Sanitary District charges, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Circuit Court for Anne Arundel County, otherwise the property may be resold at the risk and cost of the defaulting purchaser or purchasers.

SIDNEY H. TINLEY, JR.
E. CATHERINE BYRNE,
Trustees

E. T. NEWELL & CO., INC.
Auctioneer J-28

LIBER 161 PAGE 603

495.000 00

10A

SIDNEY H. TINLEY, JR.	:	
and	:	LIBER 161 PAGE 604
E. CATHERINE BYRNE,	:	
Trustees	:	IN THE
vs.	:	CIRCUIT COURT
MARYLAND CITY CORPORATION	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARYLAND ESCROW, INC.	:	
and	:	In Equity
CREST HOLDING CORPORATION,	:	No. 16894
Defendants	:	
	:	

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

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

The Report of Sale of Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, empowered by a Deed of Trust from Maryland City Corporation, et al., to Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, to make sale of certain fee simple and leasehold dwelling properties known as Lots 1 through 50, inclusive, of Section 10, Maryland City, Fourth Election District of Anne Arundel County, Maryland, respectfully shows:

1. That after giving bond with security for the faithful discharge of their trust as prescribed by law, which bond was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, said notice being published at least once in each week for three successive weeks, the first such publication being not less than twenty days prior to the date of sale and the last such publication being not more than one week prior to

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the date of sale, said Trustees, Sidney H. Tinley, Jr. and E. Catherine Byrne, pursuant to said notice on the 28th day of January, 1965, at 10:30 o'clock a.m. did attend on the premises and then and there sold all those lots of ground and improvements subject to the payment of an annual ground rent of $120 each, situate in the Fourth Election District of Anne Arundel County, described in said deed of trust as follows:

Being known and designated as Lots numbers 1, 2, 3, 5, 6, 8, 9, 11, 13, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 48 and 50, as laid out and shown on a plat entitled "Section 10, Maryland City", which plat is recorded among the land records of Anne Arundel County in Plat Book No. 32, folio 40, subject to building restrictions and covenants of record, if any.

And also all those Lots of ground and improvements subject to the payment of an annual ground rent of $180 each, situate in the Fourth Election District of Anne Arundel County, described in said deed of trust as follows:

Being known and designated as Lots numbers 4, 7, 10, 12, 15, 18, 43, 45, 47 and 49, as laid out and shown on a plat entitled "Section 10, Maryland City", which plat is recorded among the land records of Anne Arundel County in Plat Book No. 32, folio 40, subject to building restrictions and covenants of record, if any.

And also all those Lots of ground and improvements in fee simple, situate in the Fourth Election District of Anne Arundel County, described in said deed of trust as follows:

Being known and designated as Lots numbers 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44 and 46, as laid out and shown on a plat entitled "Section 10, Maryland City", which plat is recorded among the land records of Anne Arundel County in Plat Book No. 32, folio 40, subject to building restrictions and covenants of record, if any.

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2. That the aforesaid premises were first offered individually and the bids reserved and then offered as an entirety and sold in the manner producing the greater amount. The total amount offered for the premises individually was $492,640. The bid of Weaver Bros. Inc. of Maryland by its agent, W. Douglas Buttner, for the premises as an entirety was $495,000. The premises were sold to Weaver Bros. Inc. of Maryland who appeared by its agent, W. Douglas Buttner, whose affidavit is attached hereto, made a part hereof and marked "Exhibit A". Said sale was made in the amount of $495,000.

Sidney H. Tinley, Jr.

E. Catherine Byrne,

TRUSTEES

STATE OF MARYLAND:
To Wit:
CITY OF BALTIMORE:

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 of Baltimore, personally appeared Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC BALTIMORE COUNTY

Ethel L. Walmer
Notary Public

LIBER 161 PAGE 607

§10 A

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 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 W. Douglas Buttner, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that ~~he is the purchaser and purchased the same as principal and not as agent for anyone~~ ~~they are~~)

(that he is the agent for the purchaser, Weaver Bros. Inc. of Maryland,) and ~~they are~~

that he has not directly or indirectly discouraged anyone from bidding for the said prop- ~~they have~~

erty mentioned in the said Report of Sale.

Weaver Bros. Inc. of Maryland (SEAL)

W. Douglas Buttner (SEAL)
Purchaser Vice Pres.

100 St Paul St. Balto. Md.
Address

William M. White
Notary Public

FILED
1965 FEB -2 AM 9:21

19

EXHIBIT A

ORDER NISI

LIBER 161 PAGE 608

SIDNEY H. TINLEY, JR., and
E. CATHERINE BYRNE, Trustees

versus

MARYLAND CITY CORPORATION, and
MARYLAND ESCROW, INC., and
CREST HOLDING CORPORATION

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,894 Equity

Ordered, this 2nd day of February, 19 65, That the sale of the property in these proceedings mentioned as Section 10, Lots 1-50 incl. made and reported by Sidney H. Tinley, Jr., and E. Catherine Byrne, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 495,000.00

Louis G. Phipps Clerk.

True Copy,

TEST: Clerk.

Jos. M. Roulhac, Atty.
(Final Order)

Maryland Gazette (for Feb. 4 edition)

SIDNEY H. TINLEY, JR., and
E. CATHERINE BYRNE, Trustees

versus

MARYLAND CITY CORPORATION, et al

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 Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett
JUDGE.

FILED
1965 MAR 10 AM 9:40

23

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LIBER 161 PAGE 609

SIDNEY H. TINLEY, JR.	:	IN THE
and	:	CIRCUIT COURT
E. CATHERINE BYRNE,	:	FOR
Trustees	:	ANNE ARUNDEL COUNTY
vs.	:	
MARYLAND CITY CORPORATION, et al.,	:	In Equity No. 16894
Defendants	:	

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

PETITION TO REDUCE AMOUNT OF TRUSTEES' BOND

Sidney H. Tinley, Jr. and E. Catherine Byrne, Trustees, by Joseph M. Roulhac, one of their attorneys, pray for leave to reduce the amount of their bond heretofore filed in this case on the grounds that, while the amount of the bond filed is $ 500,000, the amount realized upon the sale of the property was only $ 495,000, as shown by the Trustees' Report of Sale filed in these proceedings on February 2, 1965.

WHEREFORE, in order to reduce the expenses of the sale, the Trustees pray for leave to reduce the amount of their bond to $ 495,000 , the amount of the sale price.

Joseph M. Roulhac
Joseph M. Roulhac
Attorney for Trustees

Upon the foregoing Petition, it is this 4th day of February, 1965, by the Circuit Court for Anne Arundel County

ORDERED that the Clerk be and he is hereby directed to reduce the amount of the Trustees' bond heretofore filed in these proceedings from $ 500,000 to $ 495,000 , the amount of the sale price for the premises, as shown by the Trustees' Report of Sale filed February 2, 1965.

FILED
1965 FEB -4 AM 9:58

Judge

FILED
1965 FEB -4 AM 9:22

24

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,894 EQUITY
Sidney H. Tinley, Jr., and E. Catherine Byrne, Trustees
versus
MARYLAND CITY CORPORATION, and MARYLAND ESCROW, INC. and CREST HOLDING CORPORATION

Ordered, this 2nd day of February, 1965, That the sale of the property in these proceedings mentioned as Section 10, Lots 1-50 incl. made and reported by Sidney H. Tinley, Jr., and E. Catherine Byrne, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $495,000.00.

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 161 PAGE 610

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,894 Maryland City Corp section 10 Lots 1-50 incl.

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

FILED

1965 MAR -2 PM 2:00

No. M. G. 5-5-7

25

LIBER 161 PAGE 611

In the Case of

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE

VS.

MARYLAND CITY CORPORATION, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,894 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 MAY 10 PM 2:15

All of which is respectfully submitted.

May 10, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of May, 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 MAY 26 AM 9:25

26

Dr. SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE vs.
MARYLAND CITY CORPORATION, et al

In Acct. with SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees,

					Cr.	
1965, January 28						
Proceeds of Sale	495,000	00				
Interest on deferred payment of $470,000.00 from						
1/28/65 to 3/18/65 @ 6%	3,916	65	498,916	65		
					498,916	65
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	51	50				
Frank J. Pelz - sheriff's costs	4	00				
Auditor - stating this account	40	00	105	50		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	150	52				
Capital-Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	127	07				
Old Colony Insurance Co. - bond premium	1,980	00				
E.T.Newell & Co. Inc. - auctioneer's fee	600	00				
Sidney Tinley Agency - Theft Insurance	588	00				
Cost of safeguarding property, pro-rated	2,769	07				
1964 County and State taxes	1,821	14				
1965 County and State taxes to 1/28/65	125	03				
1964 Sanitary District charges	2,634	30				
1965 " " " to 1/28/65	196	20				
Ground Rent - 9/6/64 to 1/28/65	1,399	67				
Northern Insurance Co., Builders Risk Insurance	101	73				
Richard W. Case, et al, attorneys fee, Court Order 4/5/65	500	00				
" " " " , reimbursement expenses "	37	75				
Miscellaneous - notary fees	2	00	13,047	48		

To Trustees for retention pending decision on claim of Monumental Tile & Concrete Co., Inc. as per Order of Court dated 5/6/65	4,000	00				
To Weaver Bros. Inc. of Maryland, this balance on account of claim filed	481,763	67	485,763	67		
					498,916	65