SIDNEY H. TINLEY, JR.	:	LIBER 162 PAGE 1
and		
E. CATHERINE BYRNE,	:	
Trustees		IN THE
vs.	:	CIRCUIT COURT
MARYLAND CITY, ~~INC.~~ Corporation., a Maryland body corporate,		FOR
	:	ANNE ARUNDEL COUNTY
and		
MARYLAND ESCROW, INC., a Maryland body corporate,	:	In Equity
and		Docket: Folio: Number: 16,895
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 34 , 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

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16,895

§10-Lots 51-100

BOOK 1639 PAGE 34 LIBER 162 PAGE 2

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 and just sum of FIVE HUNDRED EIGHTY-THREE THOUSAND DOLLARS ($583,000.00) 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 EIGHTY-THREE THOUSAND DOLLARS ($583,000.00), 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:

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.

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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. 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99 and 100, 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. 3~ , 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.

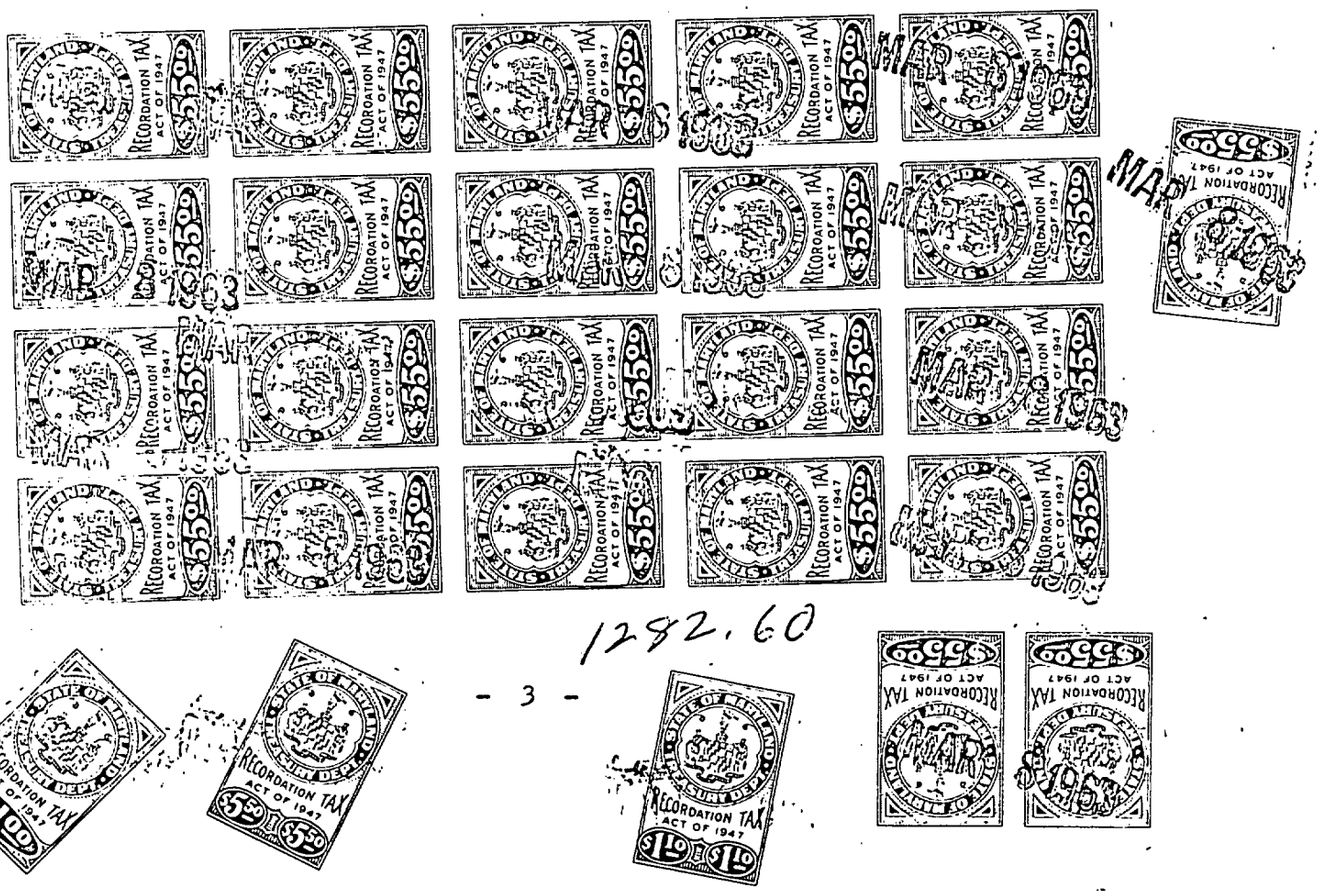
5. Ground rent Deed from Maryland City Corporation to Crest Holding Corporation dated of even date herewith and recorded among the Land Records of Anne Arundel County, prior hereto.

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 payment date, without penalty.



1282.60

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.

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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 ~~second~~ 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 ~~without notice, notice of acceleration and advertising~~ ~~expressly~~ waived, and, at the election of the Beneficiary, the party of the second 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 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 repaidin full.

Whenever theterm 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 the neuter genders and the heirs, executors, administrators, successors and assigns thereof where the context may require or permit..

Notwithstanding any provision herein, the total liablity 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 andthird 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:

MARYLAND CITY CORPORATION

Lewis A Kann ASST SECY

BY: _____

E. Harvey Kayne-President

MARYLAND ESCROW, INC.

_____

JAMES W. LEYKO SECRETARY

BY: _____

Paul L. Plack - Vice-President

CREST HOLDING CORPORATION

_____

BY: _____

Lewis A. Kann - Vice-President

BOOK 1639 PAGE 43

STATE OF MARYLAND, BALTIMORE CITY, TO WIT: LIBER 162 PAGE 11

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 foregoing 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 myppresence 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:

BOOK 1639 PAGE 44

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 insturment for the purposes therein contained, by signing in mu 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

$5.00

- 9 -

Rec'd for record March 8, 1963 at 1:54 P.M.

Mailed to The Title Guarantee Co.

Pad. Rel. of Deeds of Trust, see Land Liber L.N.P. No. 1745 Page 430 Rec. 4/14/64 at 10:30 A.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 34, 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., 1965

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

SIDNEY H. TINLEY, JR.	:	LIBER 162 PAGE 13
and		
E. CATHERINE BYRNE,	:	
Trustees		IN THE
vs.	:	CIRCUIT COURT
MARYLAND CITY, ~~INC.~~ Corporation, a Maryland body corporate		FOR
	:	ANNE ARUNDEL COUNTY
and		
MARYLAND ESCROW, INC., a Maryland body corporate	:	In Equity
and		Docket:
CREST HOLDING CORPORATION a Maryland body corporate,	:	Folio: Number: 16895 Equity
Defendants		
	:	
	:	

: :

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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LIBER 162 PAGE 14

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 :

: : : : : : : : : :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket:
Folio:
Number: 16895 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
51 Sec. 10	12,275.00	2,916.00	9,359.00	511.78	10.85	9,881.63
52 10	10,275.00	1,916.00	8,359.00	450.01	10.85	8,819.86
53 10	10,275.00	1,916.00	8,359.00	449.71	10.85	8,819.56
54 10	12,275.00	2,916.00	9,359.00	511.48	10.85	9,881.33
55 10	10,275.00	1,916.00	8,359.00	450.01	10.85	8,819.86
56 10	12,275.00	2,916.00	9,359.00	511.78	10.85	9,881.63
57 10	10,275.00	1,916.00	8,359.00	450.01	10.85	8,819.86
58 10	10,275.00	1,916.00	8,359.00	448.53	10.85	8,818.38
59 10	12,275.00	2,916.00	9,359.00	511.78	10.85	9,881.63
60 10	10,275.00	1,916.00	8,359.00	450.11	10.85	8,819.96
61 10	10,275.00	1,916.00	8,359.00	449.71	10.85	8,819.56
62 10	10,275.00	1,916.00	8,359.00	449.81	10.85	8,819.66
63 10	12,275.00	-----	12,275.00	633.62	10.85	12,919.47
64 10	10,275.00	1,916.00	8,359.00	449.81	10.85	8,819.66
65 10	12,275.00	-----	12,275.00	630.75	10.85	12,916.60
66 10	13,275.00	-----	13,275.00	681.30	10.85	13,967.15
67 10	12,275.00	-----	12,275.00	630.75	10.85	12,916.60
68 10	13,275.00	-----	13,275.00	681.30	10.85	13,967.15
69 10	12,275.00	-----	12,275.00	630.75	10.85	12,916.60
70 10	12,275.00	-----	12,275.00	619.31	10.85	12,905.16
71 10	13,275.00	2,916.00	10,359.00	559.21	10.85	10,929.06
72 10	13,275.00	2,916.00	10,359.00	555.17	10.85	10,925.02
73 10	9,075.00	1,916.00	7,159.00	383.69	10.85	7,553.54
74 10	10,275.00	1,916.00	8,359.00	445.40	10.85	8,815.25
75 10	12,275.00	2,916.00	9,359.00	507.12	10.85	9,876.97
76 10	12,275.00	2,916.00	9,359.00	507.12	10.85	9,876.97
77 10	13,275.00	2,916.00	10,359.00	555.47	10.85	10,925.32
78 10	10,275.00	1,916.00	8,359.00	445.04	10.85	8,814.89
79 10	12,275.00	2,916.00	9,359.00	506.77	10.85	9,876.62
80 10	10,275.00	1,916.00	8,359.00	445.04	10.85	8,814.89

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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
81 Sec. 10	12,275.00	2,916.00	9,359.00	507.06	10.85	9,876.91
82 10	10,275.00	1,916.00	8,359.00	445.32	10.85	8,815.17
83 10	13,275.00	2,916.00	10,359.00	553.21	10.85	10,923.06
84 10	10,275.00	1,916.00	8,359.00	445.47	10.85	8,815.32
85 10	12,275.00	2,916.00	9,359.00	507.20	10.85	9,877.05
86 10	13,275.00	2,916.00	10,359.00	554.54	10.85	10,924.39
87 10	12,275.00	2,916.00	9,359.00	507.19	10.85	9,877.04
88 10	13,275.00	2,916.00	10,359.00	556.49	10.85	10,926.34
89 10	13,275.00	2,916.00	10,359.00	576.32	10.85	10,946.17
90 10	12,275.00	2,916.00	9,359.00	512.42	10.85	9,882.27
91 10	10,275.00	1,916.00	8,359.00	448.99	10.85	8,818.84
92 10	12,275.00	2,916.00	9,359.00	510.76	10.85	9,880.61
93 10	10,275.00	1,916.00	8,359.00	448.99	10.85	8,818.84
94 10	13,275.00	2,916.00	10,359.00	559.85	10.85	10,929.70
95 10	10,275.00	1,916.00	8,359.00	447.71	10.85	8,817.56
96 10	10,275.00	1,916.00	8,359.00	448.99	10.85	8,818.84
97 10	10,275.00	1,916.00	8,359.00	448.21	10.85	8,818.06
98 10	12,275.00	2,916.00	9,359.00	507.22	10.85	9,877.07
99 10	12,275.00	2,916.00	9,359.00	507.22	10.85	9,877.07
100 10	10,275.00	1,917.95	8,357.05	445.13	10.85	8,813.03
	580,550.00	104,389.95	476,160.05	25,450.63	542.50	502,153.18

Summary:

Total Principal Advanced	$476,160.05
Total Interest 2/1/64 to 1/4/65	25,450.63
Total Builders Risk premium	542.50
Total Amount Mortgage Debt due Weaver Bros., Inc. of Maryland	$502,153.18

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 Berrick

Notary Public

15

SIDNEY H. TINLEY, JR.	:	IN THE
and	:	CIRCUIT COURT
E. CATHERINE BYRNE,	:	FOR
Trustees	:	ANNE ARUNDEL COUNTY
vs.	:	In Equity
MARYLAND CITY, ~~INC~~ Corporation., et al.,	:	16,895
Defendants	:	

: :

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.

FILED
1965 JAN 21 PM 12:23

[signature]
Judge

OLD COLONY INSURANCE COMPANY

BOSTON, MASSACHUSETTS BOOK 13 PAGE 39

Bond No. GB 586445

LIBER 162 PAGE 17

No. 16,895 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 FIVE THOUSAND AND NO/100 ($505,000.00) 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 twenty-second day of January, nineteen hundred and sixty five.

WHEREAS, by the terms of a certain deed of trust bearing date the sixth day of March in the year nineteen hundred and sixty three, and duly recorded among the Land records of Anne Arundel County in the State of Maryland in Liber No. LNP 1639, folio 34, 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 Eighty Three Thousand and No/100 ($583,000.00) 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 the said deed of trust.

NOW THE CONDITION OF THIS OBLIGATION IS 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, 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)

E. Catherine Byrne (SEAL)

Clerk of Court

OLD COLONY INSURANCE COMPANY

By C. B. Vashaw

Vice-President

WIT: Joseph M. Faulkner

FILED

1965 JAN 28 AM 9:12

Printed in U. S. A.

17

SMITH, SOMERVILLE & SE
Solicitors
Suite 1700 One Charles Center
Baltimore, Maryland 21201

Trustees' Sale

OF VALUABLE FEE SIMPLE AND LEASEHOLD DWELLING PROPERTIES.

LOTS NUMBERS 51 THROUGH 100, 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 34 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

THURSDAY, JANUARY 28, 1965 AT 2:00 O'CLOCK P.M. (E.S.T.)

ALL THOSE 21 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.

Being known and designated as Lots Numbers 52, 53, 55, 57, 58, 60, 61, 62, 64, 73, 74, 78, 80, 82, 84, 91, 93, 95, 96, 97, and 100, 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 22 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:

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 18

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 28, 1965

We hereby certify, that the annexed Trustee's Sale Lots numbers 51 through 100, 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.

FILED
1965 JAN 29 PM 1:46

By A. Tilghman

Being known and designated as Lots Numbers 51, 54, 56, 59, 71, 72, 75, 76, 77, 79, 81, 83, 85, 86, 87, 88, 89, 90, 92, 94, 98 and 99, 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 THOSE 7 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 63, 65, 66, 67, 68, 69 and 70, 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 the 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

510B

E. J. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

LIBER 162 PAGE 20

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

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1965 FEB -2 AM 9:22

EXHIBIT A

480,000.00 10 B

LIBER 162 PAGE 21

SIDNEY H. TINLEY, JR.	:	
and	:	
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. 16895
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 51 through 100, 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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1965 FEB -2 AM 9:22

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 2:00 o'clock p.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 52, 53, 55, 57, 58, 60, 61, 62, 64, 73, 74, 78, 80, 82, 84, 91, 93, 95, 96, 97 and 100, 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 51, 54, 56, 59, 71, 72, 75, 76, 77, 79, 81, 83, 85, 86, 87, 88, 89, 90, 92, 94, 98 and 99, 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 63, 65, 66, 67, 68, 69 and 70, 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.

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 $475,450. The bid of Weaver Bros. Inc. of Maryland by its agent, W. Douglas Buttner, for the premises as an entirety was $480,000. 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 $480,000.

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.

Ethel L Walmer
Notary Public

ORDER NISI

LIBER 162 PAGE 24

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. 16,895 Equity

Ordered, this 2nd day of February, 1965, That the sale of the property in these proceedings mentioned as Section 10, Lots 51-100 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 $ 480,000.00

Louis M. Riggin Clerk.

True Copy,

TEST: Maryland Gazette (for Feb. 4 edition) Clerk.

Jos. M. Roulhac, Atty.

(Final Order)

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 Bowie Duckett
JUDGE.

FILED
1965 MAR 10 AM 9:40

2 3

SIDNEY H. TINLEY, JR.	:	
and	:	IN THE
E. CATHERINE BYRNE,	:	CIRCUIT COURT
Trustees	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MARYLAND CITY CORPORATION, et al.,	:	In Equity No. 16895
Defendants	:	

LIBER 162 PAGE 25

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 $505,000, the amount realized upon the sale of the property was only $480,000, as shown by the Trustees' Report of Sale filed in these proceedings on February 2, 1965.

FILED 1965 FEB -4 AM 9:22

WHEREFORE, in order to reduce the expenses of the sale, the Trustees pray for leave to reduce the amount of their bond to $ 480,000 , the amount of the sale price.

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 $505,000 to $480,000 , 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

LIBER 162 PAGE 29

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,895 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 51-100 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 interested 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 $420,000.00

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 26 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,295

Maryland City Corp.

section 10, Lots 51-100 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.

FILED

1965 MAR -2 PM 2:00

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5552

By H. Tilghman

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. 16,895 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.

May 10, 1965

John H. Hopkins, IV, Auditor.

FILED
1965 MAY 10 PM 2:15

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

24

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	480,000	00				
Interest on deferred payment of $455,000.00 from						
1/28/65 to 3/18/65 @ 6%	3,791	65	483,791	65		
					483,791	65
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	53	25				
Frank J. Pelz - sheriff's costs	8	00				
Auditor - stating this account	40	00	111	25		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	157	52				
Capital-Gazette Press, Order nisi, sale	15	00				
The Sunpapers - advertising sale	123	22				
Old Colony Insurance Co. - bond premium	1,920	00				
E.T.Newell & Co. Inc. - auctioneer's fee	600	00				
Sidney Tinley Agency - Theft Insurance	564	00				
Cost of safeguarding property, pro-rated	2,685	16				
1964 County and State taxes	2,025	22				
1965 County and State taxes to 1/28/65	126	00				
1964 Sanitary District charges	3,059	43				
1965 Sanitary District charges to 1/28/65	227	94				
Ground Rent - 9/6/64 to 1/28/65	2,042	81				
Northern Ins. Co. - Builder's risk insurance	83	59				
Richard W. Case, et al, attorneysfee, Court Order 4/5/65	500	00				
" " " " , reimbursement expenses, "	34	61				
Miscellaneous notary fees	2	00	14,166	50		

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	465,513	90	469,513	90		
					483,791	65

JAMES G. WOODWARD 42 State Circle Annapolis, Maryland,	LIBER 162 PAGE 30	IN THE CIRCUIT COURT
	:	FOR
ASSIGNEE	:	ANNE ARUNDEL COUNTY
vs.	:	MARYLAND
CECIL . KNIGHTON, INCORPORATED, A BODY CORPORATE OF THE STATE OF MARYLAND, ANNAPOLIS, MARYLAND,	:	IN EQUITY
	:	CASE NO. 16,450
MORTGAGOR	:	

ORDER TO DOCKET THIS PROCEEDING.

Mr. Clerk:

Please docket the within foreclosure proceeding and file the attached Mortgage, Recorded Assignment of Mortgage for purpose of foreclosure and sworn Statement of Mortgage Claim as Exhibits.

James G. Woodward

James G. Woodward, Assignee
42 State Circle
Annapolis, Maryland
Phone: 263-9002

FILED

1964 JUL -3 PM 3:03

LIBER 1261 PAGE 534 LIBER 162 PAGE 31

THIS FIRST PURCHASE MONEY MORTGAGE, Made this 22nd day of December, in the yaar nineteen hundred and fifty-eight, by and between Cecil Knighton, Incorporated, a body corporate of the State of Maryland, as party of the first part and Mortgagor, and John E. Wilcox and Virgie Wilcox, his wife, of Anne Arundel County and State of Maryland, as parties of the second part and Mortgagees.

WITNESSETH: That whereas the said party of the first part, the Mortgagor, stands justly and bona fide indebted unto the said parties of the second part, the Mortgagees, in the full sum of Four Thousand Four Hundred Dollars ($4,400.00), said sum of money being the remaining unpaid balance of purchase price due from the said Mortgagor to the said Mortgagees in the purchase by the Mortgagor from the Mortgagees of the land and premises hereinafter described; and

Whereas the said Mortgagor does hereby covenant and agree to pay to the said Mortgagees the full balance of the said purchase price money which is so owing to the said Mortgagees in the said sum of Four Thousand Four Hundred Dollars ($4,400.00), together with interest thereon at the rate of 6% per annum, such principal debt balance to be payable, however, in quarter-annual installments in the minimum sum of One Hundred and Fifty Dollars ($150.00) each, the first of said quarter annual principal debt installments the Mortgagor does hereby agree to pay the Mortgagees on or before the 30th day of March, 1959, and a like quarter annual payment in the minimum sum of $150.00 to be payable by the Mortgagor to the Mortgagees each and every consecutive quarter of a year thereafter, until the full balance of the purchase price debt in the total sum of $4,400.00 has been paid by the Mortgagor to the Mortgagees, provided, however, that the final quarter annual principal debt installment payment the Mortgagor shall pay to the Mortgagees shall be in a sum exactly equal to the balance which will then remain due and unpaid on the total mortgage princpal debt of $4,400.00; and the said Mortgagor does further covenant and agree by this Mortgage to pay to the said Mortgagees interest on the unpaid balance of the principal mortgage debt at the rate of 6% per year, such interest payments to also be paid quarterly, the same date that any principal debt installment payment shall become due and payable as above provided for, each of the quarter annual interest payments to be paid by the Mortgagor to the Mortgagees to be at the rate

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1964 JUL -3 PM 3:03

of 6% per annum on the current unpaid principal mortgage debt balance. The said Mortgagor does hereby covenant and agree with the Mortgagees to pay to the said Mortgagees quarterly installment payments on the principal debt hereinabove provided for as well as the quarterly interest thereon at the rate of 6% per annum as above provided for; provided, however, that on any day that a quarterly installment on the principal and interest debt shall become due and payable as aforesaid, the Mortgagor shall have the absolute right to prepay on the principal mortgage debt balance the sum of One Hundred Dollars ($100.00) or even multiples thereof, such additional sums so prepaid to be applied by the Mortgagees to the principal debt balance only and interest to cease on such additional amounts which shall be so prepaid from and after the date of the payment of the same. The privilege, however, shall not entitle the Mortgagor upon prepaying any such additional amount on the principal mortgage debt to be excused from the obligation to pay to the Mortgagees the minimum sum of $150.00 quarter annually on the principal mortgage debt balance or to pay interest on the principal quarterly, but the Mortgagor shall have the further right and privilege on any date that a quarterly installment of principal and interest shall become due and payable as aforesaid, to pay in full the entire amount of the principal mortgage debt balance which is then unpaid, together with all interest then due thereon, so as to retire and discharge the entire mortgage debt and interest obligation; and

Whereas, it was a condition precedent to the said Mortgagees accepting payment from the Mortgagor of the balance of the purchase money with all interest to become due thereon, in the deferred schedule of quarterly principal and interest payments hereinabove provided for that the Mortgagor should execute this First Purchase Money Mortgage in favor of the Mortgagees, of all of the land and premises hereinafter described to better secure the payment of the said purchase price balance, with all interest to become due thereon, to the Mortgagees in the quarter annual payments above ppovided for;

NOW, THEREFORE, THIS FIRST PURCHASE MONEY MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of One Dollar ($1.00), paid by the said Mortgagees to the said Mortgagor, the receipt of which is hereby acknowledged, the said Mortgagor has bargained and sold and does hereby grant and

3

convey unto the said Mortgagees, their heirs and assigns, forever and in fee simple, as tenants by the entireties, SUBJECT, HOWEVER, TO ALL RESTRICTIONS AND COVENANTS OF RECORD, the following described property situate, lying in Forest Addition, Sylvan Shores, of Anne Arundel County aforesaid, and more particularly described as follows:

ALL that lot of ground designated as Lot 551 on revised plat of Forest Addition, Sylvan Shores, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-8, Plat 13.

BEING the same and identical land and premises which was granted by the said Mortgagees herein to the said Mortgagor by deed of even date with this First Purchase Money Mortgage, which Deed is intended to be recorded among the Land Records of Anne Arundel County immediately prior to the recording of this Mortgage.

BEING also the same and identical land and premises which was granted and conveyed to the Mortgagees herein by Fannie Schenker, Widow, by Deed dated the 28th day of October, 1957, and duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1163, Folio 563.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagees, John E. Wilcox and Virgie Wilcox, his wife, their heirs and assigns, forever, in fee simple, and as tenants by the entireties.

PROVIDED, that if the said Mortgagor, Cecil Knighton, Incorporated, a body Corporate of the Stateof Maryland, its personal representatives, assigns or successors, shall well and truly pay or cause to be paid the aforesaid sum of Four Thousand Four Hundred Dollars ($4,400.00), and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagor,

LIBER 162 PAGE 34

Cecil Knighton, Inc., a body corporate of the State of Maryland, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mortgage debt and interest, the said Mortgagor, for itself, its successors, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, John E. Wilcox andVirgie Wilcox, his wife, their personal representatives or assigns, or James G. Woodward, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for itself, its successors, personal representatives and assigns, does hereby covenant and agree that immediately upon the first in-

5

sertion 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 the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagor, for itself, its successors, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, for themselves, their personal representatives or assigns, or James G. Woodward, 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 the said Mortgagor, Cecil Knighton, Inc., a body corporate of the State of Maryland, for itself, its personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Four Hundred Dollars ($4,400.00), and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

In Witness whereof the said party of the first part, Mortgagor, has caused its corporate name to be hereunto subscribed by its President and its duly attested corporate seal to be hereunto affixed by its Secretary, all in the City of Annapolis, County of Anne Arundel, State of Maryland, the day and

year above written.

Cecil Knighton, Incorporated.

Witness:

Emanuel Klawans

By: Cecil Knighton, President

CORPORATE SEAL:

ATTEST: Martha E. Knighton
Martha E. Knighton, Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 22nd day of December, 1958, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Cecil Knighton, President of Cecil Knighton, Incorporated, and he did acknowledge the aforegoing mortgage to be the act of said body corporate. At the same time also personally appeared Virgie Wilcox and John E. Wilcox, her husband, and they made oath in due form of law that the consideration set forth in said mortgage is true and bonafide as there stated. Witness my hand and notarial seal.

Emanuel Klawans Notary Public

1200

Rec'd for record Dec 22 1958 at 3:40 P.M.

Mailed to James G. Woodward

LIBER 162 PAGE 36 - A

June 25 1964

For value received, we hereby assign the within and aforegoing mortgage to James G. Woodward, Attorney, for the purpose of foreclosure only.

As witness our hands and seals this 25 day of June, 1964.

WITNESS:

Ernest Howard Francis
Ernest Howard Francis

John E. Wilcox (Seal)
John E.Wilcox

Virgie Wilcox (Seal)
Virgie Wilcox

Donald L Donner
Donald L Donner

ERNEST HOWARD FRANCIS, Notary Public
State of California - Principal Office, Contra Costa County
My Commission Expires Dec. 20, 1967
P. O. Box 416, Antioch, Calif.

162981

(12)

FIRST PURCHASE MONEY MORTGAGE

FROM

CECIL KNIGHTON, INCORPORATED,
MORTGAGOR,

TO

JOHN E. WILCOX AND VIRGIE WILCOX, HIS WIFE,
MORTGAGEES.

LOT 551 FOREST ADDITION, SYLVAN SHORES, ANNE ARUNDEL COUNTY, MARYLAND.

MAIL RECORDED MORTGAGE TO:
James G. Woodward
42 State Circle
Annapolis, Maryland

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1959 DEC 22 PM 3:40
& RECORDED IN LIBER GTC
NO 1267 FOLIO 534
GEO. T. CROMWELL, CLERK

$12.00

LAW OFFICES OF
JAMES G. WOODWARD
42 STATE CIRCLE
ANNAPOLIS, MARYLAND
PHONE: Colonial 3-9002

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1964 DEC 23 AM 11:47
& RECORDED IN LIBER LNP
NO 1777 FOLIO 243
LOUIS N. PHIPPS, CLERK

LIBER 162 PAGE 37

STATEMENT OF MORTGAGE CLAIM UNDER FIRST PURCHASE MONEY MORTGAGE, DATED THE 22ND DAY OF DECEMBER, 1958, BY AND BETWEEN CECIL KNIGHTON, INC., AS MORTGAGOR, AND JOHN E. WILCOX AND VIRGIE WILCOX, HIS WIFE, AS MORTGAGEES.

Full Principal Debt of Said Mortgage	$ 4,400.00
Total Paid on Account of Principal Debt From Date of Mortgage on the 22nd day of December, 1958, to September 30, 1963, inclusive	3,000.00
Balance Due on Principal Debt of Said Mortgage	$ 1,400.00
Interest at 6 percent per year from September 30, 1963 to May 31, 1964	56.00
Total Principal Debt and Interest Due	$ 1,456.00

John E. Wilcox

Virgie Wilcox

STATE OF CALIFORNIA, CONTRA COSTA COUNTY:

I hereby certify that on the 25 day of June, 1964, personally appeared before me, the subscriber a Notary Public of the State of California in and for the County of Contra Costa, John E. Wilcox and Virgie Wilcox, his wife, and they did make oath in due form of law that the above statement of mortgage Account is true and correct, to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal this 25 day of June in the year 1964.

Ernest Howard Francis

Notary Public

ERNEST HOWARD FRANCIS, Notary Public
State of California - Principal Office, Contra Costa County
My Commission Expires Dec. 20, 1967
P. O. Box 416, Antioch, Calif.

FILED
1964 JUL -3 PM 3:03

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

BOOK 12 PAGE 440

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

Bond No. 442551

LIBER 162 PAGE 38

No. 16,450 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James G. Woodward as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five Hundred and 00/100 Dollars ($2,500.00) - - - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of July , 19 64 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Cecil Knighton, Incorporated to John E. Wilcox and Virgie Wilcox, h/w , bearing date on or about the 22nd day of December , 19 58 , the said James G. Woodward as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, and WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said James G. Woodward as Assignee of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

Bond approved this 6th day of July, 1964

Louis N. Phipps, Clerk

James G. Woodward (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, Attorney-in-fact

SURETY

FILED

1964 JUL -6 PM 3:13

10

JAMES G. WOODWARD
Attorney at Law
42 State Circle
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a Mortgage from Cecil B. Knighton, Inc., a body corporate of the State of Maryland, dated the 22nd of December, 1958, and recorded among the land records of Anne Arundel County in Liber G. T. C. No. 1261, Folio 533, default having occurred thereunder, and the same having been assigned to the undersigned for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction on the premises, on

WED., AUGUST 5th, 1964 AT 11:00 A.M.

All of that lot of land, with the improvements thereon, being situate in the First Election District of Anne Arundel County, Maryland, lying in Forest Addition, Sylvan Shores, of Anne Arundel County aforesaid, and more particularly described as follows:

All that lot of ground designated as ot 551 on revised plat of Forest Addition, Sylvan Shores, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-8, Plat 13.

SUBJECT TO ALL RESTRICTIONS AND COVENANTS OF RECORD.

Being the same land and premises which was conveyed to Cecil Knighton, Inc. by John E. Wilcox and Virgie Wilcox, his wife, by Deed dated the 22nd day of December, 1958, and recorded among the land records of Anne Arundel County in Liber G. T. C. No. 1261, Folio 533.

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

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid 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 taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

James G. Woodward,
Assignee
42 State Circle
Annapolis, Maryland
Robert H. Campbell,
Auctioneer

Jy-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 39

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1964

We hereby certify, that the annexed

Assignee's Sale

No. 16,450 Equity

Cecil B. Knighton, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of August, 1964. The first insertion being made the 7th day of July, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1964 JUL 31 PM 1:26

LIBER 162 PAGE 40

JAMES G WOODWARD, ASSIGNEE : EQUITY 16, 450

vs : IN THE

CECIL KNIGHTON, Incorporated : CIRCUIT COURT FOR

: ANNE ARUNDEL COUNTY

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

ORDER TO ENTER TO USE OF

Mr. Clerk:

Please enter the above styled proceedings , mortgage and debt therein listed to the use of Kenneth F Morcombe.

James G. Woodward, Assignee.

XXXXXXXXXXXXXXXXXXXXXXXX

James G Woodward, Assignee

FILED

1964 AUG -4 PM 2:34

LIBER 162 PAGE 41

JAMES G. WOODWARD, Assignee : EQUITY NO. 16,450

vs. : IN THE

CECIL KNIGHTON, INCORPORATED : CIRCUIT COURT FOR ANNE

: ARUNDEL COUNTY

: : : : : : : : : :

AMENDED MORTGAGE STATEMENT

To Mortgage Debt	1,400.00
To Interest from Sept. 20, 1963 to January 15, 1965	112.00
To Insurance Premium paid under Mtge. - F. Voges	19.20
To recording Assignment	1.00
To 1963-1964 Taxes paid by Mortgagee	157.10
To Court Costs advanced to date	26.00
To Attorney's fees under Mtge. prepaid	100.00
To First Auctionee fee - prepaid	25.00
To First advertisement Capital-Gazette, prepaid	84.00
To First set of Hand Bills prepaid	18.03
To Bond Premium prepaid	10.00
To Assignment of Mortgage for Foreclosure prepaid	1.00
To 1/2 Commission on Foreclosure - paid	37.72
To entering to use of Kenneth F. Morcombe	1.75
Total -	$ 1,992.80

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

On this 18th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kenneth F. Morcombe, and made oath that the matters and facts in the aforegoing statement are true to the best of his knowledge and belief.

Witness my hand and Notarial seal.

Mildred F. Dean

Notary Public

MILDRED F. DEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED

1965 JAN 18 PM 2:53

JAMES G. WOODWARD
Attorney at Law
42 State Circle
Annapolis, Maryland

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a Mortgage from Cecil B. Knighton, Inc., a body corporate of the State of Maryland, dated the 22nd day of December, 1958, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1261, Folio 534, default having occurred thereunder, and the same having been assigned to the undersigned for the purpose of foreclosure, the undersigned Assignee will offer for sale at public auction at the County Court House Door, Annapolis, Maryland, on

TUESDAY, FEBRUARY 16th, 1965 AT 11 O'CLOCK A.M.

All of that lot of land, with the improvements thereon, being situate in the First Election District of Anne Arundel County, Maryland, lying in Forest Addition, Sylvan Shores, of Anne Arundel County aforesaid, and more particularly described as follows:

All that lot of ground designated as Lot 551 on revised plat of Forest Addition, Sylvan Shores, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-8, Plat 13.

SUBJECT TO ALL RESTRICTIONS AND COVENANTS OF RECORD.

Being the same land and premises which was conveyed to Cecil Knighton, Inc. by John E. Wilcox and Virgie Wilcox, his wife, by Deed dated the 22nd day of December, 1958, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1261, Folio 533.

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

TERMS OF SALE: A cash deposit of $400.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid 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 taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

JAMES G. WOODWARD
Assignee,
42 State Circle
Annapolis, Maryland

ROBERT H. CAMPBELL,
Auctioneer F-11

No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 42

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 15 19 65

We hereby certify, that the annexed

Assignee's Sale

No. 16,450 Equity

Cecil B. Knighton, Inc

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of February, 19 65. The first insertion being made the 21st day of January, 19 65.

FILED
Feb 16 1965
6 PM 1:43

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

JAMES G. WOODWARD, LIBER 162 PAGE 43 IN THE CIRCUIT COURT

ASSIGNEE, : FOR

VS. : ANNE ARUNDEL COUNTY

CECIL KNIGHTON, INCORPORATED, A BODY CORPORATE OF THE STATE OF MARYLAND, ANNAPOLIS, MARYLAND, : MARYLAND

MORTGAGOR. : IN EQUITY

: CASE NO. 16,450

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, that on this 16th day of February, 1965, I sold the real estate described in the mortgage foreclosed under the above entitled Equity Case unto Mildred E. Larsen and Henry E. Larsen ; and I do further certify that the sale was fairly made, at and for the sum of three thousand one hundred dollars ($3100.00) 6 Known as LOT 551 revised plat of forest addition, Sylvan shores, Cabinet 3 Rod E-8 plat 13

Robert H. Campbell, Auctioneer

PURCHASER S AGREEMENT

I/WE hereby certify that on this 16th day of February, 1965, I/we purchased the real estate described in the mortgage foreclosed under the above entitled Equity Case and I/we do hereby fully agree to comply with all of the terms of sale.

Mildred E. Larsen
Purchaser

Henry E. Larsen
Purchaser

RECEIPT

Received of Mildred E. Larsen and Henry E. Larsen the sum of Four Hundred Dollars ($400.00), as a cash deposit in the purchase by them of the property described in the mortgage foreclosed under the above entitled Equity Case.

James G. Woodward Assignee
James G. Woodward, Assignee

EXHIBIT "A"

FILED
1965 FEB 17 PM 1:59

LIBER 182 PAGE 44

JAMES G. WOODWARD 42 STATE CIRCLE ANNAPOLIS, MARYLAND, ASSIGNEE, VS. CECIL KNIGHTON, INCORPORATED, A BODY CORPORATE OF THE STATE OF MARYLAND ANNAPOLIS, MARYLAND, MORTGAGOR.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND IN EQUITY CASE NO. 16,450

ASSIGNEE'S REPORT OF SALE

The Report of James G. Woodward, Assignee of a mortgage made by Cecil Knighton, Incorporated, a body corporate of the State of Maryland, to John E. Wilcox and Virgie Wilcox, his wife, and duly assigned to James G. Woodward, Assignee, respectfully represents:

That acting under the power and authority conferred upon him in the said mortgage, which is dated the 22nd day of December, 1958, and duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1261, Folio 534, and after having complied with all requirements of law, default having been made by the said Mortgagor in the covenants and conditions of said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, at the County Court House Door, Annapolis, Maryland, on Tuesday, February 16, 1965, at 11:00 A. M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Assignee offered at public auction sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

All that lot of ground designated as Lot 551 on revised plat of Forest Addition, Sylvan Shores, which plat is recorded among the Plat Records of Anne

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1965 FEB 17 PM 1:59

14

Arundel County in Cabinet 3, Rod E-8, Plat 13.

And your Assignee sold the above described property unto Mildred E. Larsen and Henry E. Larsen, her husband, for the sum of Three Thousand One Hundred Dollars ($3,100.00), they being at that price the highest bidder therefore, the terms of the sale requiring the Purchasers to pay a cash deposit of Four Hundred Dollars ($400.00) at the time of the sale, which cash deposit the said Purchasers have paid to the Assignee, and the terms further requiring that the full balance of the purchase price be paid in cash upon final ratification of the sale by this Court with interest at 6% to be paid on the unpaid purchase price from the date of sale to the date of settlement. The terms further provided that all taxes and public charges against the property sold were to be adjusted to the date of sale.

The Assignee files herewith as Exhibit "A" the Certificate of Robert H. Campbell, the Auctioneer who made the public sale, that he did sell the property to the said Purchasers at the price above mentioned, and also the Purchasers' Agreement and the Receipt of the Assignee given to the Purchasers for the cash deposit of Four Hundred Dollars ($400.00) made by them.

And as in duty bound, etc.

Respectfully submitted,

James G. Woodward, Assignee

James G. Woodward, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of February, 1965, personally appeared, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, James G. Woodward, Assignee, and he did make oath in due form of law that the matters and facts contained and set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge, information and belief.

As Witness my Hand and Seal Notarial.

Helen D. Pick

Helen D. Pick, Notary Public.

17

ORDER NISI

JAMES G. WOODWARD, Assignee

versus

CECIL KNIGHTON, INCORPORATED

a body corporate of the State of Maryland

LIBER 162 PAGE 46

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,450 Equity

Ordered, this 17th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by James G. Woodward, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of March next.

The report states that the amount of sale was $ 3,100.00.

Clerk.

True Copy,

TEST: Clerk.

James G. Woodward, Atty.

For the Maryland Gazette (Feb.25th Edition)

(Final Order)

JAMES G. WOODWARD, Assignee

versus

CECIL KNIGHTON, INCORPORATED

a body corporate of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st 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.

JUDGE.

FILED

1965 APR -1 PM 2:33

JAMES G. WOODWARD, LIBER 162 PAGE 47	:	IN THE CIRCUIT COURT
ASSIGNEE,	:	FOR
	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
CECIL KNIGHTON, INCORPORATED, A BODY CORPORATE OF THE STATE OF MARYLAND, ANNAPOLIS, MARYLAND,	:	IN EQUITY
	:	CASE NO. 16,450
MORTGAGOR.	:	

AFFIDAVIT OF PURCHASERS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.:

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 Mildred E. Larsen and Henry E. Larsen, her husband, Purchasers in the foreclosure sale in this cause, and they did make oath in due form of law that they are the Purchasers and purchased the same as principals and not as agent for anyone, and that they have not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said Report of Sale.

Mildred E. Larsen

Mildred E. Larsen, Purchaser

Henry E. Larsen

Henry E. Larsen, Purchaser

Mildred E. Larsen

Notary Public.

My Commission Expires: Dec. 1, 1969.

FILED

1965 FEB 24 AM 11:18

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,450 Equity
JAMES G. WOODWARD,
Assignee

versus

CECIL KNIGHTON, INCORPORATED
a body corporate of the State of Maryland

Ordered, this 17th day of February, 1965, That the sale of the property in these proceedings mentioned, made and reported by James G. Woodward, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of March next.

The report states that the amount of sale was $3,100.00.

Louis N. Phipps,
Clerk

True Copy. TEST:
Louis N. Phipps, Clerk

M-18

LIBER 162 PAGE 48

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 22, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,450

Cecil Knighton, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of March, 1965. The first insertion being made the 25th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1965 MAR 23 PM 3:06

No. M. G. 5693

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y. BOOK 13 PAGE 118

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

LIBER 162 PAGE 49

Equity 16,450

Bond No. 466682

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, James G. Woodward, 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 Six Hundred and 00/100 Dollars ($600.00), 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 30th day of March, 1965.

WHEREAS by virtue of a power of sale contained in a Mortgage from Cecil Knighton, Inc. to John E. Wilcox and Virgie Wilcox, his wife, bearing date on or about December 22, 1958, the said James G. Woodward, Assignee, was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said James G. Woodward, Assignee, has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

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

SIGNED, SEALED AND DELIVERED in the presence of

WITNESS:

Bond approved this 30th day of March 1965

Louis N. Phipps, Clerk

Ethel M. Carle, as to both

James L. Woodward (SEAL)
James G. Woodward PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate,

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

FILED
1965 MAR 30 PM 2:09

In the Case of

LIBER 162 PAGE 50

JAMES G. WOODWARD, Entered to the use of

KENNETH F. MORCOMBE, 8/4/64

VS.

CECIL KNIGHTON, INCORPORATED, a body corporate of the State of Maryland

In the

Circuit Court

For

Anne Arundel County

No. 16,450 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 11 PM 2:34

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

Dr. JAMES G. WOODWARD, Entered to the use of KENNETH F. MORCOMBE, 8/4/64

vs.

CECIL KNIGHTON, INCORPORATED, a body corporate of the State of Maryland

In Acct. with JAMES G. WOODWARD, Assignee

LIBER 162 PAGE 51

					Cr.	
1965, February 16,						
Proceeds of Sale	3,100	00				
Interest on deferred payment of $2,700.00 from						
2/16/65 to 4/20/65 @ 6%	27	81	3,127	81		
					3,127	81
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	123	83	223	83		
To Assignee for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	12	00				
Auditor - stating this account	40	00	62	00		
To Assignee for expenses, viz:						
Capital-Gazette Press - advertising sale	89	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	45	00				
Globe Indemnity Co. - bond premium	2	00				
One-half cost documentary stamps	5	77				
1965 County & State taxes, adj. 1/1/65 to 2/16/65	8	71				
Miscellaneous notary fees	2	00	167	72		
To Kenneth F. Morcombe, ammended mortgage claim						
as filed in full	1,992	80				
Interest on principal balance of $1,400.00 from						
1/15/65 to 5/27/65 - 132 days @ 6%	30	41	2,023	21		
To Charles H. Sterling and Anne Sterling, this						
surplus on account of claim filed	651	05	651	05		
					3,127	81

LIBER 162 PAGE 52

AFFIDAVIT OF NON-MILITARY SERVICE

UNITED DEALERS CORP.

vs.

CLAYTON M. MILLS & Glenna Mills
EQUITY NO. 16,246

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 2nd day of June, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, C. OLIVER GOLDSMITH, Trustee

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.)
To the best of his knowledge and belief
CLAYTON M. MILLS and GLENNA MILLS, his wife,

and they were not in the Military Service on April 1, 1964

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 2nd day of June, 1965.

Notarial Seal

Jeanne E. Stephens
Notary Public.

My Commission will expire on:
July 1, 1965

Filed,

FILED
1965 JUN -3 AM 9:53

20

SIDNEY H. TINLEY, JR. :

and LIBER 162 PAGE 53

E. CATHERINE BYRNE, :

Trustees

vs. : IN THE

: 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: 16,893 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 1 , et seq. as "Exhibit A" and enter our appearance as counsel for the Trustees.

Richard W. Case

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 9:41

16,893

§ 9 - Lots 31 & 33

BOOK 1639 PAGE 1 LIBER 162 PAGE 54

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 THREE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS ($328,700.00), 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 THREE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS ($328,700.00), 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:

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.

2

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 TWENTY-NINE LOTS OF GROUND, being known and designated as Lots Nos. 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, as laid out and shown on a Plat entitled "Section 9, Maryland City", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32 , folio 39 .

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.

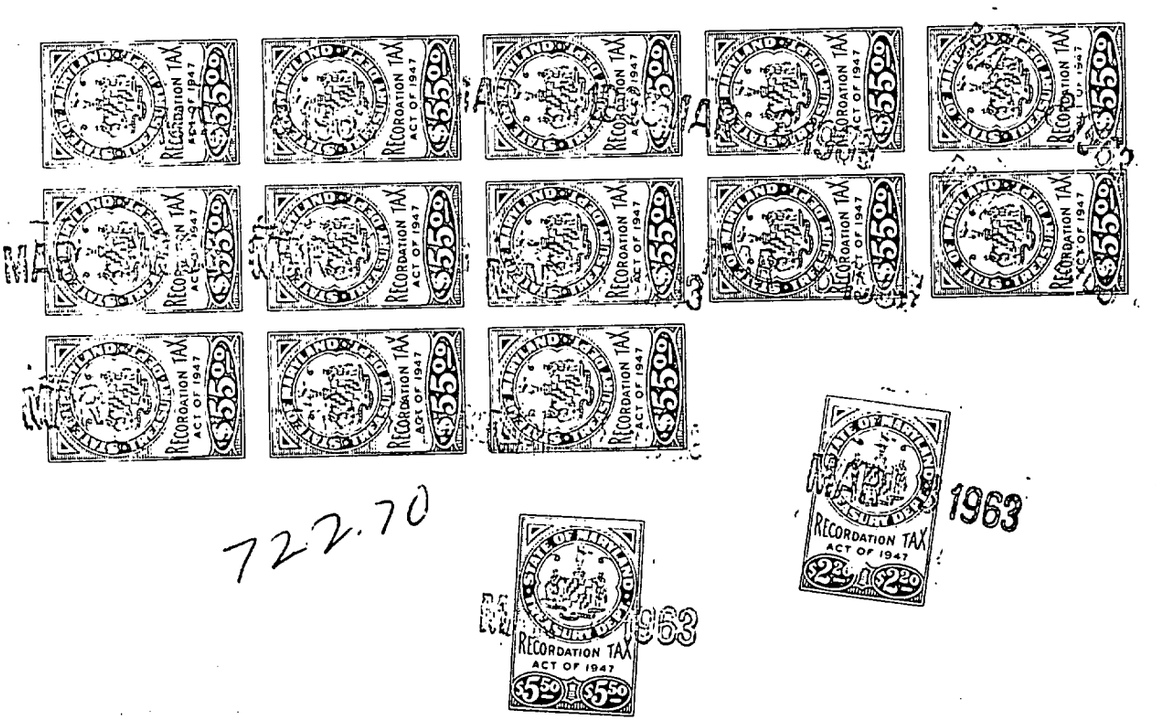
5. Ground Rent Deed from Maryland City Corporation to Crest Holding Corporation dated of even date herewith and recorded among the Land Records of Anne Arundel County, prior hereto.

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 andconditions 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 payment date, without penalty.



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.

5

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 ~~[illegible]~~ and, at the election of the Beneficiary, the party of the second 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 execised, 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 part, second part and third part 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:

MARYLAND CITY CORPORATION

Lewis A. Kann Asst Secy

BY: E. Harvey Kayne - President

MARYLAND ESCROW, INC.

James W. Leyko Secretary

BY: Paul L. Plack, Vice-President

CREST HOLDING CORPORATION

George M. Bayley

BY: Lewis A. Kann, Vice-President

GEORGE M. BAYLEY

10

BOOK 1639 PAGE 10 LIBER 162 PAGE 63

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 foregoing 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 instument 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:

BOOK 1639 PAGE 11

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, bysigning 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

2500

Rec'd for record Mar. 8, 1963 at 1:54 P.M.
Mailed to The Title Guarantee Co

Rec. Rel. of Deeds of Trust see Land Liber L.N.P. No. 1745 - Page 430 Rec. 4/14/64 at 10:30 A.M.
Deed & Par. Rel. of Deed of Trust see Land Liber L.N.P. 1772 page 590 Rec. 7/15/64 at 12:19 P.M.
" " " " " " " " see Land Liber L.N.P. 1787 - Page 158 Rec. 8/27/64 at 11:54 A.M.
" " " " " " " " see Land Liber L.N.P. 1787 - Page 161 - Rec. 8/27/64 at 11:54 A.M.
" " " " " " " " see Land Liber L.N.P. 1787 - Page 169 - Rec. 8/27/64 at 11:59 A.M.
" " " " " " " " see Land Liber L.N.P. 1787 - Page 323 - Rec. 8/28/64 at 10:44 A.M.
" " " " " " " " see Land Liber L.N.P. 1795 - Page 261 Rec. 9/23/64 at 11:23 A.M.
" " " " " " " " see Land Liber L.N.P. 1795 - Page 262 Rec. 9/23/64 at 11:24 A.M.
" " " " " " " " see Land Liber L.N.P. 1795 - Page 266 Rec. 9/23/64 at 11:27 A.M.
" " " " " " " " see Land Liber L.N.P. 1797 - Page 498 Rec. 9/30/64 at 12:50 P.M.
" " " " " " " " see Land Liber L.N.P. 1802 - Page 195 Rec. 10/15/64 at 10:59 A.M.
" " " " " " " " see Land Liber L.N.P. no. 1805 - Page 30, Rec. Oct. 23, 1964 at 10:42
" " " " " " " " see Land Liber L.N.P. no. 1807 - Page 509, Rec. Nov. 2/64 at 11:22

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 1, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 13th day of January A. D., 1965

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

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 162 PAGE 65

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket:
Folio:
Number: 16,893 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

FILED

1965 JAN -4 AM 9:42

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 162 PAGE 66

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Docket:
Folio:
Number: 16,893 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 9 of the Maryland City development:

Lot & Section	Principal Advanced	Interest 2/1/64 to 1/4/65	Net Due 1/4/65
Lot 31 Sec. 9	12,275.00	634.96	12,909.96
33 9	13,275.00	685.89	13,960.89
	25,550.00	1,320.85	26,870.85

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1965 JAN -4 AM 9:42

14

Summary:	Total Principal Advanced	$25,550.00
	Total Interest from 2/1/64 to 1/4/65	$1,320.85
	Total Amount Mortgage Debt Due	$26,870.85

Weaver Bros., Inc. of Maryland

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. Berrick

Notary Public

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees	LIBER 162 PAGE 68 :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	In Equity
MARYLAND CITY, ~~INC.~~ Corporation, et al., Defendants	:	16,893

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
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.

Judge

FILED
1965 JAN 21 PM 12: 22

16

OLD COLONY INSURANCE COMPANY

BOSTON, MASSACHUSETTS BOOK 13 PAGE 37

LIBER 162 PAGE 69

Bond no. GB 586431

No. 16,223 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 TWENTY EIGHT THOUSAND AND 00/100 DOLLARS ($28,000.00), 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 twenty second day of January, nineteen hundred and sixty five.

WHEREAS, by the terms of a certain deed of trust bearing date the sixth day of March in the year nineteen hundred and sixty three, and duly recorded among the land records of Anne Arundel County in the State of Maryland in Liber No. LNP 1639, folio 1, 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 THREE HUNDRED TWENTY EIGHT THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($328,700.00) 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 the said deed of trust.

NOW THE CONDITION OF THIS OBLIGATION IS 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, 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 28th day of January, 1965

Sidney H. Tinley, Jr. (SEAL)

E. Catherine Byrne (SEAL)

Louis M. Phipps
Clerk of Court

WIT: Joseph M. Roulhac

OLD COLONY INSURANCE COMPANY

BY: [illegible]
Attorney-in-Fact

Printed in U. S. A.

FILED

1965 JAN 28 AM 9:03

17

SMITH, SOMERVILLE & CASE
Solicitors
Suite 1700 One Charles Center
Baltimore, Maryland 21201

Trustees' Sale

OF VALUABLE FEE SIMPLE DWELLING PROPERTIES

LOTS 31 AND 33 of SECTION 9, 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 1, 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 10:15 O'CLOCK A.M. (E.S.T.)

ALL THOSE 2 LOTS OF GROUND AND IMPROVEMENTS thereon in fee simple situate in the Fourth Election District of Anne Arundel County described in said Deed as follows:

Being known and designated as Lots Numbers 31 and 33, as laid out and shown on a Plat entitled "Section 9, Maryland City." which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 39. Subject to building restrictions and covenants of record, if any.

No. 18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 70

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 25, 1965

We hereby certify, that the annexed

Trustee's Sale
Lots 31 and 33 of section 9
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.

FILED
1965 JAN 29 PM 1:46

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighman

FILED
19 61

IMPROVEMENTS: The improvements on Lot Number 31 consist of a one story frame dwelling containing a full basement, 3 bedrooms, 2-½ baths, gas fired forced air heat and air-conditioning. The improvements on Lot Number 33 consist of a one story frame dwelling containing a full basement, 4 bedrooms, 2-½ baths, gas fired forced air heat and air-conditioning.

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 $1,000 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 Annc 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 of the defaulting purchaser or purchasers.

SIDNEY H. TINLEY, JR.
E. CATHERINE BYRNE,
Trustees

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

J-28

893

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

LIBER 162 PAGE 72

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28 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 MICHAEL DENNING AND JUDITH A. DENNING, HIS WIFE, purchasers at the foreclosure sale in this cause, and made oath in due form of law (that ~~he is~~ the purchasers and purchased the same as principals and not as agents for anyone) they are

(~~that he is the agent for the purchaser,~~ ~~they are~~ _____,) and

that ~~he has~~ they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

John Michael Denning (SEAL)

Judith A. Denning (SEAL)
Purchaser

William M. White
Notary Public

3364 CRANBERRY SOUTH
Address
MARYLAND CITY
LAUREL, MARYLAND

FILED
1965 FEB -2 AM 9:21

18-A

EXHIBIT B

§ 9B

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

LIBER 162 PAGE 73

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28 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 CLIFFORD B JORDAN, 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~~, _____,) 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.

Clifford B Jordan (SEAL)

_____ (SEAL)
Purchaser

3368 CRANBERRY SOUTH LAUREL MD
Address

William M White
Notary Public

FILED
1965 FEB -2 AM 9:21

19

EXHIBIT A

SIDNEY H. TINLEY, JR.	:	LIBER 162 PAGE 74
and	:	
E. CATHERINE BYRNE,	:	
Trustees	:	IN THE
vs.	:	CIRCUIT COURT
MARYLAND CITY CORPORATION	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARYLAND ESCROW, INC.	:	
and	:	
CREST HOLDING CORPORATION,	:	In Equity
Defendants	:	No. 16893
	:	

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

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 dwelling properties known as Lots 31 and 33 of Section 9, 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 the date of sale, said Trustees, Sidney H. Tinley, Jr. and E. Catherine

FILED

1965 FEB -2 AM 9:20

Byrne, pursuant to said notice on the 28th day of January, 1965 at 10:15 o'clock a.m. did attend on the premises and then and there sold 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 31 and 33 as laid out and shown on a plat entitled "Section 9, Maryland City", which plat is recorded among the land records of Anne Arundel County in Plat Book No. 32, folio 39, subject to building restrictions and covenants of record, if any.

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. There were no bids offered for the premises as an entirety. Lot 31 was sold to Clifford B. Jordan, whose affidavit is attached hereto, made a part hereof and marked "Exhibit A", said sale being made in the amount of $16,900. Lot 33 was sold to John Michael Denning and Judith A. Denning, whose affidavit is attached hereto, made a part hereof and marked "Exhibit B", said sale being made in the amount of $17,200.

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,

21

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.

Ethel L. Walmer
Notary Public

ORDER NISI

SIDNEY H. TINLEY, JR., and
E. CATHERINE BYRNE, Trustees

versus

MARYLAND CITY CORPORATION, and
MARYLAND ESCROW, INC., and
CREST HOLDING CORPORATION

LIBER 162 PAGE 77
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 16,893 Equity

Ordered, this 2nd day of February, 1965, That the sale of the property in these proceedings mentioned as Section 9, Lots 31 and 33.. 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 $ 34,100.00

Test: Louis M. Phipps Clerk.

True Copy,

TEST: Maryland Gazette (for Feb. 4 edition) Clerk.

Jos. M. Roulhac, Atty.
(Final Order)

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.

J. Barnard Duckett
JUDGE.

FILED
1965 MAR 10 AM 9:39

23

BOOK 13 PAGE 53

9B

No. 16,893 Equity

LIBER 162 PAGE 78

In consideration of an additional premium of $24.00, it is agreed that the bond is increased from Twenty Eight Thousand and 00/100 ($28,000.00) Dollars to Thirty Four Thousand One Hundred and 00/100 ($34,100.00) Dollars.

Bond, endorsement approved this 4th day of February, 1965

Louis M. Phipps, Clerk

This endorsement, effective January 28, 1965, forms o part of policy No. GB 586431

issued to Sidney H. Tinley, Jr. and E. Catherine Byrne

by Old Colony Insurance Company, of Boston, Massachusetts.

All other terms and conditions of this policy remain unchonged.

OLD COLONY INSURANCE COMPANY

BY: Warren M. Dean Jr.

Warren M. Dean, Jr., ATTORNEY-IN-FACT

Authorized Representative

FILED

1965 FEB -4 AM 9:28

23A

G-548

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,893 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 9, Lots 31 and 33 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 $34,100.00.

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 162 PAGE 78

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 2, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,893

Maryland City Corp.

section 9, Lots 31 and 33

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 T. Tilghman

FILED

1965 MAR -2 PM 2:00

No. M. G. 5-5-10

In the Case of LIBER 162 PAGE 80

SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees

VS.

MARYLAND CITY CORPORATION, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,893 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 18 PM 3:54

All of which is respectfully submitted.

May 18, 1965

J. Hopkins

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of June, 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: aej, deputy

FILED
1965 JUN -3 AM 8:50

25

Dr. SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, TRUSTEES vs.

MARYLAND CITY CORPORATION, et al

LIBER 162 PAGE 81

In Acct. with SIDNEY H. TINLEY, JR. and E. CATHERINE BYRNE, Trustees

					Cr.	
1965, January 28,						
Proceeds of Sale Lot 31, Sect. 9, Maryland City	16,900	00				
Interest on deferred payment of $16,400.00 from 1/28/65 to 4/9/65 @ 6%	112	07	17,012	07		
Proceeds of Sale, Lot 33, Sect. 9, Maryland City	17,200	00				
Interest on deferred payment of $16,700.00 from 1/28/65 to 4/26/65 @ 6%	244	93	17,444	93		
					34,457	00
To Trustees for Commissions, viz:	969	14	969	14		
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	51	50				
Auditor - stating this account	40	00	101	50		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	113	76				
Capital-Gazette Press, Order nisi, sale	15	00				
The Sunpapers - advertising sale	8	75				
Old Colony Insurance Co. - bond premium	136	00				
E.T.Newell & Co., Inc. - auctioneer's fee	972	50				
1965 County & State taxes - 1/1/65 to 1/28/65	34	42				
Cost of safeguarding property - pro-rated	190	71				
Sidney Tinley Agency - theft insurance	36	00				
1964 Water & Sewer charges, Lot 31, Sect. 9	94	94				
1965 " " " " " " " " 1/1/65 to 1/28/65 (87.00)	7	37				
1964 " " " " , Lot 33, Sect. 9	58	26				
1965 " " " " " " " " 1/1/65 to 1/28/65	4	53				
Richard W. Case, et al, attorneys fee, Court Order 4/5/65	350	00				

4/5/65 Richard W. Case, et al, Misc. expenses, Court Order	2	60				
Miscellaneous notary fees	2	00	2,026	84		
To Weaver Bros. Inc. of Maryland - Deed of Trust						
claim in full as filed	26,870	85				
Interest on principal balance of $25,550.00 from						
1/4/65 to 6/3/65 - 150 days @ 5½ %	577	56	27,448	41		
To Maryland Escrow, Inc. - this surplus on account						
of claim filed	3,911	11	3,911	11		
					34,457	00

2-11-65
FSC/atd
3607-3-959

LIBER 162 PAGE 83

JAMES W. ROUSE & COMPANY, INCORPORATED

Plaintiff

vs.

WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife

Defendant(s)

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Docket Folio
Case No. 17,003 Equity
* Filed

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, by its attorney, Frederic S. Cross, respectfully represents:

That on the 7th day of March, 19 63, the Defendant(s) executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $11,900.00 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 of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition, said mortgage was assigned to Central Savings Bank on March 7, 1963, and subsequently assigned toJames W. Rouse & Company, Incorporated on January 18, 1965. Confirmatory mortgage dated March 7, 1963 marked "Petitioner's Exhibit No. 1 a" is also filed herewith.

That the Defendant(s) have defaulted in the payment of the mortgage debt.

WHEREFORE, your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, etc.

FILED
1965 FEB 15 AM 10: 11

Frederic S. Cross
Frederic S. Cross
Attorney for Plaintiff

BOOK 1639 PAGE 433

App #7599

LIBER 162 PAGE 84

No. 17,003 Equity

FHA Form No. 2127-H
(Revised August 1962)

MORTGAGE

THIS MORTGAGE, Made this 7th day of March, A. D. 19 63, by and between William M. Shea, Jr. and Patricia A. Shea, His Wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and James W. Rouse & Company, Incorporated

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~,* is justly indebted to the Mortgagee for borrowed money in the principal sum of Eleven Thousand Nine Hundred and 00/100 --------Dollars ($ 11,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-fourth per centum (5¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-Five and 81/100---------- ----------Dollars ($ 61.85), commencing on the first day of APRIL, 19 63, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 19 93 Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEING known and designated as Lot No. 25, as shown on a Plat of Lyndale which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 27.

BEING the same lot of ground which by deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Donald G. Hoover and Viva L. Hoover, His Wife unto the Mortgagors herein.

192141

FOR VALUE RECEIVED and without recourse, Central Savings Bank, hereby assigns the within mortgage unto James W. Rouse & Company, Incorporated, its successors and assigns.
AS WITNESS, the signature of Central Savings Bank, by the hand of its vice-president, together with its corporate seal hereto affixed this 18th day of January, 1965.

Witness:

H. Arthur Stissel

H. Arthur Stissel, Asst. Vice Pres.

CENTRAL SAVINGS BANK

By Charles E. Dishler

Charles E. Dishler, Vice President

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

FILED

1965 FEB 15 AM 10: 11

Exhibit No. 1

2

3

FOR VALUE RECEIVED and without recourse, JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within mortgage to CENTRAL SAVINGS BANK its successors and assigns.

AS WITNESS the signature of JAMES W. ROUSE & COMPANY, INCORPORATED, by the hand of its vice-president, together with its corporate seal hereto affixed, this 7th day of March 1963

WITNESS JAMES W. ROUSE & COMPANY, INCORPORATED

Lisa V. Murphy C. G. Carey Sr. Vice President

Recorded March 13, 1963 at 11:30 a.m.

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind including stokers, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, mantels, shades, venetian blinds, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns,

forever in fee simple

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

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

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

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the mortgage debt secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Federal Housing Commissioner, as follows:

(I) If and so long as said mortgage debt of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said mortgage debt of even date and this instrument are held by the Federal Housing Commissioner, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the mortgage debt computed without taking into account delinquencies or prepayments;

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 90 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

8. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

5

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Joseph H. Young, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $119.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

J. Warren Eberhardt

J. WARREN EBERHARDT

William M. Shea Jr. [SEAL]
William M. Shea, Jr.

Patricia A. Shea [SEAL]
Patricia A. Shea

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit: BOOK 1639 PAGE 437

I HEREBY CERTIFY, That on this the 7th day of March, 19 63, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared William M. Shea, Jr. and Patricia A. Shea, His Wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

1300

J. Warren Eberhardt
Notary Public.

J. WARREN EBERHARDT

My commission expires:

Rec'd for record Mar 13 1963 at 11:30 A.M.
Mailed to The Monumental Title Co.

App. #1599
25 Lynn Avenue
Anne Arundel County, Maryland
Pasadena, Maryland

SHORT ASSIGNMENT
OF MORTGAGE

FROM
Central Savings Bank

TO
James W. Rouse & Company, Inc.

BLOCK

Received for Record
o'clock M. Same day
Recorded in Liber No.
Folio etc., one of the
Records of Baltimore City, and examined.
Per

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1963 FEB -2 AM 9:07
& RECORDED IN LIBER LMP
NO. 1639 FOLIO 437
LOUIS H. PHIPPS, CLERK

1.00

THE MONUMENTAL TITLE COMPANY
1 N. CHARLES STREET
BALTIMORE-1, MARYLAND

5M—1-62

App #7599

FHA Form No. 2127-H
(Revised August 1962)

BOOK 1650 PAGE 3

Equity No 17,003

MORTGAGE

LIBER 162 PAGE 88

CONFIRMATORY

THIS MORTGAGE, Made this 7th day of March, A. D. 1963, by and between William M. Shea, Jr. and Patricia A. Shea, His Wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and James W. Rouse & Company, Incorporated

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for borrowed money in the principal sum of Eleven Thousand Nine Hundred and 00/100 -------- Dollars ($ 11,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-fourth per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Sixty-Five and 81/100---------- ----------Dollars ($ 65.81), commencing on the first day of April, 19 63, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 19 93. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

BEING known and designated as Lot No. 25, as shown on a Plat of Lyndale which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 27.

BEING the same lot of ground which by deed dated March 7, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1639, folio 431 was granted and conveyed by Donald G. Hoover and Viva L. Hoover, His Wife unto the Mortgagors herein.

This Mortgage is made for the purpose of correcting the monthly installments of Sixty-One and 85/100 Dollars ($61.85) to Sixty-Five and 81/100 Dollars ($65.81)

BEING also the same property described in a mortgage dated March 7, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1639, folio 433 from William M. Shea, Jr. and Patricia A Shea, His Wife unto the Mortgagee herein.

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

To Certificate

FILED

1965 FEB 15 AM 10: 11

Exhibit No. I A

7

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, awnings, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

This mortgage is made upon the distinct understanding between the parties hereto that if any of the following items are located on the property above described they shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: All garages; all bathroom accessories, such as tub, lavatory, closet combination, built in medicine cabinets; all kitchen accessories, such as sink, built in kitchen units, garbage disposal unit, dishwasher, gas, electric, and coal ranges; breakfast nook furniture which is attached to or affixed to the dwelling; all cellar accessories, such as laundry equipment and tubs; heating plant complete with its boiler, circulators, radiators, piping and tubing; hot water heaters; oil burner, with its motors, piping and tubing; oil tanks; built in club room with its appurtenances; built in radio and television antenna; all lighting fixtures; built in mantels; screens for windows and doors, storm-windows and window shades. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the Mortgagee as a part of the Mortgagee's security.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns,

forever in fee simple.

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

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

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

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the mortgage debt secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Federal Housing Commissioner, as follows:

(I) If and so long as said mortgage debt of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said mortgage debt of even date and this instrument are held by the Federal Housing Commissioner, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the mortgage debt computed without taking into account delinquencies or prepayments;

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate set forth hereinbefore and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 90 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

8. The Mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color, or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

9

BOOK 1650 PAGE 6 LIBER 162 PAGE 91

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Joseph H. Young, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $119.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness: Stuart C. Dietz
STUART C. DIETZ

William M. Shea Jr. [SEAL]
William M. Shea, Jr.

Patricia A. Shea [SEAL]
Patricia A. Shea

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit: BOOK 1650 PAGE 7

I HEREBY CERTIFY, That on this the 2nd day of April, 1963, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared William M. Shea, Jr. and Patricia A. Shea, His Wife known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

11.00

Stuart C. Dietz
707 Pasadena Rd.
Notary Public

My commission expires:
MY COMMISSION EXPIRES MAY 6, 1963

Rec'd for record April 24 1963 at 2.46 P.M.
Mailed to The Monumental Title Co.

CHATTEL INDEX

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.

STATE OF MARYLAND

Loan No.

CONFIRMATORY MORTGAGE
William M. Shea, Jr. and
Patricia A. Shea, His Wife
TO
James W. Rouse & Co., Inc.

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

Cost of Records, $ 11.00, Clerk.

Affixed $ 3.30 Inquired under section 4 of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

FEDERAL HOUSING COMMISSIONER

By _____ Authorized Agent.

Date APR 24 1963

No. 2:46

RECORDED IN LIBER L.M.P. NO 1650 FOLIO 3
LOUIS P. PHIPPS, CLERK

THE MONUMENTAL TITLE COMPANY
1 N. CHARLES STREET
BALTIMORE 1, MARYLAND

Redemption made to the Act of the Registrar, the undersigned covering assignments of the insurance protection on this note.

LIBER 162 PAGE 92

JAMES W. ROUSE & COMPANY, INCORPORATED Plaintiff vs. WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife Defendant(s)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket Folio Case No. 17,003 Equity Filed

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE , TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said county personally appeared Harry H. Batchelor, Vice President of James W. Rouse & Company, Incorporated , and made oath in due form of law that he knows of 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,

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

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

(4) said defendant(s) are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

— JAMES W. ROUSE & COMPANY, INCORPORATED

by: Harry H. Batchelor
Harry H. Batchelor, Vice President

Subscribed and sworn to before me this 8th day of February ~~January~~ 1965.

M. Elisabeth Schoenhut
M. Elisabeth Schoenhut, Notary Public

My commission expires: May 3, 1965

NOTARY PUBLIC Baltimore County, Md.

FILED
1965 FEB 15 AM 10: 11

10

2/10/65
FSC/atd
3607-3-959

LIBER 162 PAGE 93

JAMES W. ROUSE & COMPANY, INCORPORATED

Plaintiff

vs.

WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife

Defendants

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Docket Folio
Case No. 11003 Equity
* Filed

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of February 28, 1965

Original amount of mortgage		$11,900.00
LESS		
Total principal payments		242.07
		$11,657.93
PLUS		
Interest due from August 1, 1964 through February 28, 1965 at 5-3/4% on $11,657.93	357.00	
Late charges for September & October at $1.76	3.52	
Late charges for November thru February at $1.83	7.32	
Deferred FHA premium due March, 1964 thru February, 1965 at $4.85	58.20	426.04
		$12,083.97
LESS		
Credit balance in expense account		78.72
TOTAL MORTGAGE DEBT CLAIMED		$12,005.25

STATE OF MARYLAND,
COUNTY OF BALTIMORE , Sct.

I HEREBY CERTIFY, that on this 12th day of February, 19 65, and before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Harry H. Batchelor, Vice-President of James W. Rouse & Company, Incorporated and agent of 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 remaining due and unpaid, as of February 28, , 19 65, to the said James W. Rouse & Company, Incorporated.

AS WITNESS my hand and Notarial Seal.

M. Elisabeth Schoenhut

M. Elisabeth Schoenhut, Notary Public

My commission expires: May 3, 1965

NOTARY PUBLIC Baltimore County, Md.

FILED
1965 FEB 15 AM 10: 11

JAMES W. ROUSE & COMPANY, INCORPORATED	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs.	*	FOR
WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife,	*	ANNE ARUNDEL COUNTY
Defendants	*	Docket ____ Folio ____ Case No. 17,003 Equity
	*	Filed ____

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 15th day of February, 1965, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Frederic S. Cross and Decatur H. Miller, or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Thousand Five Hundred Dollars ($12,500.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises, they shall then proceed to make the said sale of the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of Procedure (1963 Repl. Vol. Ed.) Rule BR 3.b.(i), [illegible],

of the time, place, manner and terms of sale, which shall be all cash, and the unpaid balance of sale price to bear interest from the day of sale and to be paid upon ratification of sale; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns or personal representatives the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor(s), and those claiming by, from or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

W. Barrie Duckett
Judge

FILED
1965 FEB 16 AM 11:03

13

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

BOOK 13 PAGE 109

No. 17,003 Equity

BOND NO: 19-0160-0334-65

LIBER 162 PAGE 96

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Frederic S. Cross and Decatur H. Miller -

900 First National Bank Building - Baltimore, Maryland

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of TWELVE THOUSAND FIVE HUNDRED AND NO/100 Dollars ($ 12,500.00 - - -), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of March in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden Frederic S. Cross and Decatur H. Miller by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland has been appointed trustees to sell property 25 Lynn Avenue - Route Ten - Pasadena, Maryland mentioned in the proceedings in the case of

James W. Rouse, Inc.

vs.

William M. Shea, Jr. and
Patricia A. Shea

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN

Frederic S. Cross and Decatur H. Miller

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

Signed, sealed and delivered
in the presence of

Aldona D. Dollinger — Frederic S. Cross (Seal)
Frederic S. Cross

Aldona D. Dollinger — Decatur H. Miller (Seal)
Decatur H. Miller

Bond approved this 23 day of March, 1965 (Seal)

Louis N. Phipps, Clerk

NEW AMSTERDAM CASUALTY COMPANY

Witness: J. McDuffie
J. McDuffie
Trustee—Receiver

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

2-307-Md. Ed. Date: 6-64

FILED

1965 MAR 22 AM 8:57

14

17003

LIBER 162 PAGE 97

PIPER & MARBI
Solicitors
900 First National Bank Bldg.
Light and Redwood Streets
Baltimore, Maryland 21202

Trustee's Sale

OF FEE SIMPLE PROPERTY

The improvements thereon being known as:

25 LYNN AVENUE, ROUTE 10, PASADENA, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County passed on the 15 day of February, 1965, in the case entitled: "James W. Rouse & Company, Incorporated, Plaintiff vs. William M. Shea, Jr. and Patricia A. Shea, his wife," the undersigned Trustees will sell at Public Auction at the premises on

TUES., MARCH 30, 1965, AT 12 O'CLOCK NOON

The property is described as: Being known and designated as Lot No. 25, as shown on a Plat of Lyndale which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 27.

For a more complete description see mortgage from William M. Shea, Jr. and Patricia A. Shea, his wife to James W. Rouse & Company, Incorporated, dated March 7. 1963 and recorded among the Land Records of Anne Arundel County in Liber LHP 1639, Folio 433.

IMPROVEMENTS: The improvements consist of an attractive detached single family cottage containing living room, dining room, kitchen, 3 bedrooms and bath.

15 The property will be sold subject to conditions, restrictions, and agreements affecting same, if any.

TERMS OF SALE: A cash deposit of $1.000.00 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rents, and all other liens or charges, public or otherwise, including special paving taxes and front foot benefit charges, if any, will be adjusted to day of sale. Cost of all documentary stamps, and transfer taxes, if any, to be paid by purchaser.

FREDERIC S. CROSS
DECATUR H. MILLER
Trustees 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

Trustee's Sale

William M. Shea, 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 March, 1965. The first insertion being made the 4th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

FILED
1965 MAR 29 PM 1:15

JAMES W. ROUSE & COMPANY, INCORPORATED, Plaintiff vs. WILLIAM . SHEA, JR. and PATRICIA A. SHEA, his wife, Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 22 Folio 387 Case No. 17003 Equity

LIBER 162 PAGE 98

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Trustees named herein that I offered the property described in the annexed advertisement of sale at public auction on the premises, 25 Lynn Avenue, Route 10, Pasadena, Maryland, on Tuesday, March 30, 1965, at 12 o'clock noon and sold the same to James W. Rouse & Company, Incorporated at and for the sum of $9,000.00, said company being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, anything for employing me to make said sale and that no payments have been made or will be made in connection with said sale.

SUBSCRIBED AND SWORN TO.

Robert H. Campbell, Auctioneer

Notary Public

Notary Public
Notary Seal
State of Maryland

FILED

1965 APR -1 PM 3:32

16

PIPER & MARBURY,
Solicitors
900 First National Bank Bldg.
Light and Redwood Streets
Baltimore, Maryland 21202

Trustee's Sale

OF FEE SIMPLE PROPERTY

The improvements thereon being known as:

25 LYNN AVENUE, ROUTE 10,
PASADENA, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County passed on the 15 day of February, 1965, in the case entitled: "James W. Rouse & Company, Incorporated, Plaintiff vs. William M. Shea, Jr. and Patricia A. Shea, his wife." the undersigned Trustees will sell at Public Auction at the premises on

TUES., MARCH 30, 1965, AT 12 O'CLOCK NOON

The property is described as:
Being known and designated as Lot No. 25, as shown on a Plat of Lyndale which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 27.

For a more complete description see mortgage from William M. Shea, Jr. and Patricia A. Shea, his wife to James W. Rouse & Company, Incorporated, dated March 7, 1963 and recorded among the Land Records of Anne Arundel County in Liber LHP 1639, Folio 433.

IMPROVEMENTS: The improvements consist of an attractive detached single family cottage containing living room, dining room, kitchen, 3 bedrooms and bath.

The property will be sold subject to conditions, restrictions, and agreements affecting same, if any.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of purchaser at time and place of sale; balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on unpaid purchase price from date of sale to date of settlement. Taxes, water rents, and all other liens or charges, public or otherwise, including special paving taxes and front foot benefit charges, if any, will be adjusted to day of sale. Cost of all documentary stamps, and transfer taxes, if any, to be paid by purchaser.

FREDERIC S. CROSS
DECATUR H. MILLER
Trustees M-25

FSC/atd
3-30-65
3607-3-959

LIBER 162 PAGE 100

JAMES W. ROUSE & COMPANY, INCORPORATED Plaintiff vs. WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife Defendant(s)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 22 Folio 387 Case No. 17003 Equity Filed 2-15-65

* * * * * * * * *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Harry H. Batchelor, Vice President of James W. Rouse & Company, Incorporated, and made oath in due form of law that he attended the public sale held herein of the property 25 Lynn Avenue, Route 10, Pasadena, Maryland,

which was held on March 30, 1965, pursuant to decree of this Court entered on February 15, 1965, and that to the best of his information, knowledge and belief

(1) by bid made by him the property was bought by him as agent for James W. Rouse & Company, Incorporated as principal,

(2) that no others were interested in said sale as principals,

(3) that the purchaser did not through him or any other person directly or indirectly discourage any person from bidding on said property.

JAMES W. ROUSE & COMPANY, INCORPORATED

By Harry H. Batchelor
Harry H. Batchelor, Vice President

Subscribed and sworn to before me this 2nd day of April 1965.

M. Elisabeth Schoenhut
M. Elisabeth Schoenhut, Notary Public

My commission expires: 5-3-65

FILED
1965 APR 12 AM 9:22

17

FSC/atd
3-30-65
3607-3-959

LIBER 162 PAGE 101

JAMES W. ROUSE & COMPANY, INCORPORATED	*	
Plaintiff	*	IN THE
vs.	*	CIRCUIT COURT
WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife	*	FOR ANNE ARUNDEL COUNTY
	*	Docket 22 Folio 387
	*	Case No. 17003 Equity
Defendant(s)	*	Filed 2-15-65

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

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT

The Report of Sale of Frederic S. Cross and Decatur H. Miller Trustees, appointed by the decree in the above entitled case, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capitol Gazette Press, Inc. a newspaper printed and published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, said Trustees pursuant to said notice, did, on Tuesday, March 30, 1965, at 12 noon, sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated March 7, 1963 and delivered to James W. Rouse & Company, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber LNP No.1639 folio 433; and confirmatory mortgage dated March 7, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1650 folio 3, viz:

FILED
1965 APR 12 AM 9:22

16

BEING known and designated as Lot No. 25, as shown on a Plat of Lyndale which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 27.

And your Trustees sold said property unto James W. Rouse & Company, Incorporated at and for the sum of Nine Thousand ---------- Dollars ($ 9,000.00), said buyer being at that price the highest bidder therefor.

AND, as in duty bound, etc.

Frederic S. Cross (SEAL)
Frederic S. Cross, Trustee

Decatur H. Miller (SEAL)
Decatur H. Miller, Trustee

STATE OF MARYLAND)
CITY OF BALTIMORE) SCT:

I HEREBY CERTIFY, that on this 31st day of March 1965 , before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Frederic S. Cross and Decatur H. Miller,
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.

Aldona T. Dollinger
Aldona T. Dollinger Notary Public

My commission expires: 5-3-65

ORDER NISI

JAMES W. ROUSE & COMPANY,
INCORPORATED

versus

WILLIAM M. SHEA, JR. and
PATRICIA A. SHEA, his wife

LIBER 162 PAGE 103
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,003 Equity

Ordered, this 12th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Frederic S. Cross and Decatur H. Miller, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May next.

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

Louis A. Phipps Clerk.

True Copy,

Frederic S. Cross, Atty.

TEST: Clerk.
For the Maryland Gazette (Apr. 15 Edition)

(Final Order)

JAMES W. ROUSE & COMPANY,
INCORPORATED

versus

WILLIAM M. SHEA, JR. and
PATRICIA A. SHEA, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 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.

George E. Sachse
JUDGE.

FILED

1965 MAY 20 PM 2:08

20

FSC/atd
3-30-65
3607-3-959

LIBER 162 PAGE 104

JAMES W. ROUSE & COMPANY, INCORPORATED	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife	*	Docket 22 Folio 387 Case No. 17003 Equity
Defendant	*	File No. 2-15-65
	*	

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Frederic S. Cross and Decatur H. Miller Trustees, respectfully represents unto your Honor:

1. That your Petitioners, by their Report of Sale filed in these proceedings, sold to James W. Rouse & Company, Incorporated on the 30th day of March 1965, certain fee simple property situated in Anne Arundel County, known as 25 Lynn Avenue, Route 10, Pasadena, Maryland and described in these proceedings.

2. That the said purchaser has requested your Petitioners to substitute as purchaser in its place and stead, Philip N. Brownstein, as Federal Housing Commissioner, Washington 25, D. C., his successors and assigns, who has requested to be so substituted.

WHEREFORE YOUR PETITIONERS PRAY that this Honorable Court pass an order substituting Philip N. Brownstein, as Federal Housing Commissioner, his successors and assigns as purchaser in the place and stead of James W. Rouse & Company, Incorporated.

Frederic S. Cross
Frederic S. Cross Trustee

Decatur H. Miller
Decatur H. Miller Trustee
900 First National Bank Building
Baltimore, Maryland 21202
Telephone - 539-2530

FILED
1965 APR 12 AM 9:22

21

FSC/atd
3030-65
3607-3-959

LIBER 162 PAGE 105

A S S E N T

We hereby assent to the relief prayed in the aforegoing petition.

Frederic S. Cross
Frederic S. Cross, Trustee

Decatur H. Miller
Decatur H. Miller, Trustee

—JAMES W. ROUSE & COMPANY, INCORPORATED

By Harry H. Batchelor
Harry H. Batchelor, Vice President

LIBER 162 PAGE 106

JAMES W. ROUSE & COMPANY, INCORPORATED Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife,	*	ANNE ARUNDEL COUNTY
Defendant s	*	Docket 22 Folio 387 Case No. 17003 Equity File No. 2-15-65

O R D E R

Upon the foregoing petition and assent, it is hereby this 12th day of April , 1965 ,

ORDERED by the Circuit Court for Anne Arundel County that Philip N. Brownstein as Federal Housing Commissioner, Washington 25, D.C., his successors and assigns, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as 25 Lynn Avenue, Route 10, Pasadena, Maryland, in the place and stead of James W. Rouse & Company, Incorporated.

George Sachse
Judge

FILED
1965 APR 12 PM 2:32

23

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,003 Equity

JAMES W. ROUSE & COMPANY, INCORPORATED

VERSUS

WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife

Ordered, this 12th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Frederick S. Cross and Decatur H. Miller, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May 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-6

FILED

1965 MAY 19 PM 1:36

24

No. M. G. 4377

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 107

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,003

William M. Shea, 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 17th day of May, 1965. The first insertion being made the 15th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 162 PAGE 108

In the Case of

JAMES W. ROUSE & COMPANY, Incorporated

VS.

WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,003 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 24 PM 2:39

All of which is respectfully submitted.

May 24, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of June, 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: R E Wayson, deputy

FILED

1965 JUN -9 AM 8:48

25

Dr. JAMES W. ROUSE & COMPANY, Incorporated, vs. WILLIAM M. SHEA, JR. and PATRICIA A. SHEA, his wife,

LIBER 162 PAGE 109

In Acct. with FREDERIC S. CROSS and DECATUR H. MILLER, Trustees,

					Cr.	
1965, March 30						
Proceeds of Sale	9,000	00				
Interest on deferred payments of $8,000.00 from 3/30/65 to 5/21/65 @ 6%	67	83	9,067	83		
Refund 1965 taxes - 3/30/65 to 6/30/65 (68.38)	34	19	34	19		
					9,102	02
To Trustees for fee, viz:	119	00				
To Trustees for commissions, viz:	302	03	421	03		
To Trustees for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	32	25				
Auditor - stating this account	35	00	77	25		
To T rustees for expenses, viz:						
Capital-Gazette Press - advertising sale	75	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	35	00				
New Amsterdam Casualty Co. - bond premium	25	00				
M. Elisabeth Schoenhut - notary fees	1	50				
Aldona T. Dollinger - notary fee		50	152	24		
To James W. Rouse & Company, Incorporated, this balance on account of claim filed	8,451	50	8,451	50		
					9,102	02

Amount of Mortgage claim filed	12,005	25
Interest on principal balance of $11,657.93 from		
3/1/65 to 6/9/65 - 100 days @ 5 3/4%	183	67
	12,188	92
Credit - amount allowed above	8,451	50
Balance subject to Decree in Personam	3,737	42

F. Luverha J. Burch
11 Goodrich Road,
Annapolis, Maryland

Complainant

vs

Stonewall J. Kiser and
Dorothy A. Kiser, his wife
340 8 Bero Road,
Baltimore 27, Maryland

George William Lee and
Mary M. Lee, his wife
800 Marley Station Road,
Glen Burnie, Maryland

and any and all unknown heirs, alienees, devisees and assignees of the aforegoing and any and all persons whether residents of the State of Maryland or not, being or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Third District Cert. No. 4115-B,
Lot No. 230, Plat 2 as shown on Plat of Rock Creek Park (Plat Book No. 24, Folio 12.)

Third District Cert. No. 4116-B,
Lot No. 56 as shown on a certain plat entitled "SUBDIVISION OF LOTS 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Plat Cabined 3, Rod E-5, Plat 11, near Glen Burnie, A.A.Co., Md. for Foxwell & Foxwell, Inc." dated October 11 th, 1948, and made by J.R.McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-6, Plat 6.

Respondents.

LIBER 162 PAGE 111

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,868

* *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The complainant, F. Luverna J. Burch, by Thomas C. Carlin, her Solicitor, respectfully represents unto this Honorable Court:

1. That on or about the fourteenth day of October, 1963, Edward N. C. Bradley, the Collector of Taxes for the State of Maryland and the County of Anne Arundel, sold at public auction, for State and County taxes in arrears, unto F. Luverna J. Burch, the following described properties and issued to her Certificates of Tax Sale numbers as hereinafter set forth which Certificates are herewith filed and marked "Complainant's Exhibits" as hereinafter set forth, and said Certificates are prayed to be taken as part hereof as if herein fully incorporated.

2. That the Complainant is now the holder of said Certificates of Tax Sale subject to the owners' rights of redemption, as set forth in Chapter

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761 of the Acts of 1943 and Acts Amendatory thereof, the following described properties which descriptions are substantially the same which appear on the Collector's Tax Rolls.

Certificate No. 4115-B: Lot No. 230, Plat 2, GTC 1080-178; Improvements, as shown on the plat of Rock Creek Park; Third District, A.A.Co., assessed to Stonewall J. Kiser and Dorothy A. Kiser. (Complainant's Exhibit "A")

Certificate No. 4116-B: Lot 56, GTC 1188-344; as situated on Old Annapolis Boulevard, near Glen Burnie; Third District, A.A.Co., _____ William Lee and Mary M. Lee. (Complainants' Exhibit "B")

3. That the Land Records of Anne Arundel County, the Records of the Register of Wills of Anne Arundel County and the Records of the Law and Equity Courts of Anne Arundel County, fail to disclose any open mortgage or any encumbrances which would affect the aforesaid lots of ground,

4. That the amounts necessary for the redemption of the aforesaid properties are the purchase price of said properties plus six per cent interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of sale of said property together with all other amounts expended by your Complainant as to the aforesaid properties under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts Amendatory thereof, as hereinbefore mentioned and as set forth in your "Complainant's Exhibits "A-1" through "B-1" which are herein filed and which are prayed to be taken as a part hereof as if herein fully incorporated.

5. That the said sums have not been paid, nor have the properties hereinbefore mentioned been redeemed, by any party in interest although more than a year and a day from the date of the aforementioned sale thereof has expired.

TO THE END THEREFORE:

(a) That the Court pass a final decree foreclosing all rights of redemption of the Respondents, or any of them, in and to said properties and direct that the Treasurer of Anne Arundel County prepare, execute and deliver to the Complainant, F. Luverna J. Burch, his Deed in fee simple to said properties upon payment of the purchase money due on the purchase price of the property if any balance there be due together with all taxes or/and other County Municipal liens and interest and balances thereon accruing subsequent to the date of sale.

(b) That all claims of any person or persons having or claiming to have any interest in said properties may be foreclosed and quieted in your Orator, and that there be vested in your Orator an absolute and indefeasible title in fee simple in and to the said properties subject to any public easements to which the properties may be subjected.

(c) That an Order of Publication may be passed giving notice to the said Respondents and to any and all parties having or claiming to have an in-

2

terest in and to the aforesaid properties of theobject and substance of the Bill of Complaint and commanding them to be and appear in this Court in person or by Solicitor on some certain date to be named therein and show cause, if any, they, or any of them, may have, why a decree should not be passed and granted as prayed.

(d) And that your Orator may have such other and further relief as his cause may require.

AND AS IN DUTY BOUND, ETC.

F. Luverna J. Burch

F. Luverna J. Burch

Thomas C. Carlin

Thomas C. Carlin, Esquire
733 Title Building
Baltimore, Maryland 21202
Lexington 9-1245
Solicitor for Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of Decembe, in the year one thousand nine hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, the undersigned Officer, personally appeared F. Luverna J. Burch, Complainant, and made oath in due form of law that the matters and facts as hereinabove set forth are true to the best of her knowledge, information and belief.

AS WITNESS: My hand and Notarial Seal

THOMAS C. CARLIN NOTARY PUBLIC BALTIMORE

Thomas C. Carlin

, Notary Public

My Commission expires:

3

LIBER 162 PAGE 114

Nº 4115 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to F. Lunerna J. Burch at public auction for the sum of 47 Dollars and 03 Cents, of which 47.03 Dollars has been paid as a deposit on the property in Dist 3 described as Lot 230 Plat 2 GTC. 1080 178 Improvements as shown on the plat of Rock Creek Park

and assessed to Stonewall J & D. A. Kiser

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1964, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires [illegible]

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(Complainant's Exhibit "A")

4

LIBER 162 PAGE 145

F. Luverna J. Burch
11 Goodrich Road,
Annapolis, Maryland

Complainant

vs

Stonewall J. Kiser and
Dorothy A. Kiser, his wife
340 8 Bero Road,
Baltimore 27, Maryland

and any and all unknown heirs, alienees, devisees and assignees of the aforesaid Stonewall J. Kiser and Dorothy A. Kiser, his wife, and all persons claiming by, through or under them, et al.

Third District Cert. No. 4115-B; Lot No. 230, as shown on Plat No. 2, of Rock Creek Park, which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book No. 24, Folio 12.

Respondents.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceedings is FORTY-SEVEN AND 03/100 ..... ($47.03), the amount of taxes due on the property plus six per cent (6%) interest from thedate of payment by your Complainant to the date of redemption, together will all taxes, interest and penalties paid as to said property herein subsequent to the date of said property together with all other amount expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts Amendatory thereof.

(Complainant's Exhibit "A-1")

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5

LIBER 162 PAGE 116

F. Luverna J. Burch
11 Goodrich Road,
Annapolis, Maryland

Complainant

vs

George William Lee and
Mary M. Lee, his wife,
800 Marley Station Road,
Glen Burnie, Maryland

and any and all unknown heirs, alienees, devisees and assignees of the aforesaid George William Lee and Mary M. Lee, his wife, and all persons claiming by, through or under them, et al.

Third District Cert. No. 4116-B;
Lot 56 as shown on a certain plat entitled "SUBDIVISION OF LOTS 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Plat Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, A.A.Co., Md. for Foxwell & Foxwell, Inc." dated October 11th, 1948, and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-6, Plat No.6.

Respondents.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

* *

STATEMENT OF AMOUNT NECESSARY FOR REDEMPTION

The amount necessary for the redemption of the aforementioned property described in these proceeding is One hundred four and 82/100 .... Dollars ($104.82), the amount of taxes due on the property plus six per cent (6%) interest from the date of payment by your Complainant to the date of redemption, together with all taxes, interest and penalties paid as to said property herein subsequent to the date of said redemption together with all other amounts expended by your Complainant as to the aforesaid property under the provisions of the aforesaid Chapter 761 of the Acts of 1943 and Acts of Amendatory thereof.

(Complainant's Exhibit "B-1")

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1964 DEC 23 AM 10: 41

6

F. Luverna J. Burch
11 Goodrich Road,
Annapolis, Maryland

LIBER 162 PAGE 117

Complainant

vs

Stonewall J. Kiser and
Dorothy A. Kiser, his wife
340 8 Bero Road,
Baltimore 27, Maryland

George William Lee and
Mary M. Lee, his wife
800 Marley Station Road,
Glen Burnie, Maryland

and any and all unknown heirs, alienees, devisees and assignees of the aforegoing and any and all persons whether residents of the State of Maryland or not, being or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

Third District Cert. No. 4115-B, Lot No. 230, Plat 2 as shown on Plat of Rock Creek Park (Plat Book No. 24, Folio 12)

Third District Cert. No. 4116-B, Lot 56 as shown on a certain plat entitled "SUBDIVISION OF LOTS 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Plat Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, A.A.Co., Md. for Foxwell & Foxwell, Inc." dated October 11th, 1948, and made by J.R.McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-6, Plat 6.

Respondents.

IN THE

CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY

IN EQUITY

Case No. 16,868

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of defendants in and to the following described property located in Anne Arundel County, and sold on the fourteenth day of October, 1963, by Edward N.C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to F. Luverna J. Burch, Plaintiff, in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 4115-B: Lot No. 230, Plat 2, GTC 1080-178; Improvements, as shown on the plat of Rock Creek Park; Third District, A.A.Co., assessed to Stonewall J. Kiser and Dorothy A. Kiser.

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Certificate No. 4116-B: Lot 56, GTC 1188-344; as situated on Old Annapolis Boulevard, near Glen Burnie; Third District, A.A.Co., assessed to _____ William Lee and Mary M. Lee.

The Bill of Complaint states, among other theings, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of sale, October 14, 1963.

It is thereupon this 23 day of December, 1964, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 4th day of March, 1965, next, warning the said Stonewall J. Kiser and Dorothy A. Kiser, his wife; and George William Lee and Mary M. Lee, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said properties to be and appear in this Circuit Court in proper person or by Solicitor on or before the 4th day of March, 1965, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, F. Luverna J. Burch, a title free and clear of all encumbrances.

Louis N. Phipps, Clerk

Copy of Order of Publication received this 23 day of Dec., 1964, for Md. Gazette.

PER: Joe Tow

8

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

CASE NO. 16,868

F. LUVERNA J. BURCH
11 Goodrich Road,
Annapolis, Maryland
Complainant

vs

STONEWALL J. KISER and DOROTHY A. KISER, his wife
340 8 Bero Road,
Baltimore 27, Maryland
GEORGE WILLIAM LEE and MARY M. LEE, his wife
800 Marley Station Road,
Glen Burnie, Maryland

and any and all unknown heirs, alienees, devisees and assignes of the aforegoing and any and all persons whether residents of the State of Maryland or not, being or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

THIRD DISTRICT Cert. No. 4115-B, Lot No. 230, Plat 2 as shown on Plat of Rock Creek Park (Plat Book No. 24, Folio 12.)

THIRD DISTRICT Cert. No. 4116-B, Lot 56 as shown on a certain plat entitled "SUBDIVISION OF LOTS 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Plat Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, A.A.Co., Md. for Foxwell & Foxwell, Inc." dated October 11th, 1948, and made by J. R. McCrone, Jr., Annapolis, Maryland, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-6, Plat 6.

Respondents.

No. 9

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of defendants in and to the following described property located in Anne Arundel County, and sold on the fourteenth day of October, 1963, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to F. Luverna J. Burch, Plaintiff, in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assesses and described on the Books of Assessment and Taxation as follows:

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 119

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1965

We hereby certify, that the annexed Order of Publication Case No. 16,868 Stonewall J. Kiser

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of March, 1965. The first insertion being made the 24th day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

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By T. Tilghman

CERTIFICATE NO. 4115-B: Lot No. 230, Plat 2, GTC 1080-178; Improvements, as shown on the plat of Rock Creek Park; Third District, A.A.Co., assessed to Stonewall J. Kiser and Dorothy A. Kiser.

CERTIFICATE NO. 4116-B: Lot 56, GTC 1188-344; as situated on Old Annapolis Boulevard, near Glen Burnie; Third District, A.A.Co., assessed to William Lee and Mary M. Lee.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of sale, October 14, 1963.

It is thereupon this 23 day of December, 1964, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 4th day of March, 1965, next, warning the said Stonewall J. Kiser and Dorothy A. Kiser, his wife; and George William Lee and Mary M. Lee, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said properties to be and appear in this Circuit Court in proper person or by Solicitor on or before the 4th day of March, 1965, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, F. Luverna J. Burch, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

J-21

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

LIBER 162 PAGE 121

F. LUVERNA J. BURCH
11 Goodrich Road
Annapolis, Maryland

Complainant

vs

GEORGE WILLIAM LEE
MARY M. LEE, his wife
800 Morley Station Road
Glen Burnie, Maryland
et al

Respondents

IN THE

CIRCUIT COURT
for
ANNE ARUNDEL COUNTY

IN EQUITY

Docket No. 22 folio 316

Case No. 16,868

STIPULATION

It is agreed by and between F. Luverna J. Burch, Complainant and George William Lee and Mary M. Lee, his wife, Respondents, that the following amounts shall be paid in accordance with the provisions of Chapter 761 of the Acts Amendatory thereof, of the State of Maryland, in order that the property in these proceedings known as Lot No. 56 as shown on a certain plat entitled "Subdivision of Lots 9 and 10, etc.," in Plat Cab. No. 3, Rod F-6, Plat 6, may be redeemed.

To be paid to the Collector of Taxes for the State of Md. and A.A. County (as of March 1965)		$ 130.39
To be paid to Thomas C. Carlin, Attorney, for F. Luverna Burch, Complainant:		
Part of Court Costs	$ 45.00	
Stipulation & Order of Dismissal ...	2.25	
One half costs of Notice of Publication..	63.00	
Title Search allowed by Code	10.00	
Attorney's fee allowed by Code	100.00	
		220.25
		$350.64

George William Lee, Respondent

F. Luverna J. Burch, Complainant

Mary M. Lee, Respondent

Thomas C. Carlin
Attorney for Complainant
733 Title Building
Baltimore, Md. 21202
LE 9-1245

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LIBER 162 PAGE 122

ORDER

Upon consideration of the foregoing Stipulation, it is this 1st day of April, 1965, by the Circuit Court for Anna Arundel County,

ORDERED that the amounts necessary to redeem the property described herein is $350.64.

George Sachse
JUDGE

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11

LIBER 162 PAGE 123

F. Luverna J. Burch 11 Goodrich Road, Annapolis, Maryland Complainant vs George William Lee and Mary M. Lee, his wife 800 Marley Station Road, Glen Burnie, Maryland Respondents	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Case # 16,868

* *

PARTIAL ORDER OF DISMISSAL

DEAR ME. CLERK:

Please enter an Order of Dismissal for George William Lee and Mary M. Lee, his wife, only in the above case, as to Lot 56, SUBDIVISION OF LOTS 9 and 10 as shown on the recorded plat of "Subdivision of Property on Old Annapolis Road" recorded in Plat Cabinet 3, Rod E-5, Plat 11, near Glen Burnie, A.A.Co., Md. for Foxwell & Foxwell, Inc."

Thomas C. Carlin

Thomas C. Carlin
733 Title Building
Baltimore, Maryland 21202
Lexington 9-1245
Attorney for Complainant

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1965 APR -8 AM 9:07

12

LIBER 162 PAGE 124

F. Luverna J. Burch
11 Goodrich Road,
Annapolis, Maryland

Complainant

vs

George William Lee and
Mary M. Lee, his wife
800 Marley Station Road,
Glen Burnie, Maryland

Respondents

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

Case No. 16,868

* *

PETITION TO WITHDRAW TAX SALE CERTIFICATE AND ORDER

The petition of F. Luverna J. Burch by Thomas C. Carlin, her Attorney respectfully represents unto your Honor:

That the Respondents, George William Lee and Mary M. Lee, his wife, as per Stipulation filed in the above case on March 30, 1965, have paid in accordance with the provisions of Chapter 761 of the Acts Amendatory thereof, of the State of Maryland, in order that the property in these proceedings known as Lot No. 56 as shown on a certain plat entitled "Subdivision of Lots 9 and 10, etc.," in Plat Cab. No. 3, Rod F-6, Plat 6, may be redeemed. Said amount $350.64 now being held in Escrow until Final Ratification of above case.

Wherefore, your petitioner respectfully prays that an Order may be passed by this Honorable Court authorizing and directing Louis N. Phipps, Clerk of the Circuit Court for Anne Arundel County to withdraw the original Tax Sale Certificate # 4116-B from the case, since the above mentioned Lot No. 56 has been redeemed, and a Partial Order of Dismissal has been filed, dismissing same.

And, as in duty bound, etc.

Thomas C. Carlin

Thomas C. Carlin
Attorney for Complainant

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1965 APR -8 AM 9:07

13

LIBER 162 PAGE 125

ORDER

Upon the aforegoing petition, it is this 9th day of April, 1965 by the Circuit Court for Anne Arundel County.

ORDERED, that Louis N. Phipps, Clerk of the Circuit Court for Anne Arundel County, be, and he is hereby, authorized and directed to withdraw the original Tax Sale Certificate No. 4116-B from Equity case No. 16,868 and present to Complainant in order to collect the amounts due her from the County and State.

Emory C. Collins

JUDGE

Copy of Tax Certificate # 4116 B
12 day of April 5
F. Luverne J. Burch

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64

LIBER 162 PAGE 126 No. 16,868 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 19 th day of April ,
19 65 , personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, F. Luverna J. Burch

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.)

Stonewall J. Kiser and Dorothy A. Kiser , his wife

and are not in the military service of the United States of America, to my knowledge.

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

THOMAS C. CARLIN Notarial Seal NOTARY PUBLIC BALTIMORE COUNTY, MD.

Thomas C. Carlin
Thomas C. Carlin, *Notary Public*

My Commission will expire on: June 30th, 1965

Filed,

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1965 APR 27 AM 8:58

15

LIBER 162 PAGE 127

F. Luverna J. Burch

vs.

Stonewall J. Kiser and Dorothy A. Kiser, his wife

No. 16,868 ~~DIVORCES~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Stonewall J. Kiser and Dorothy A. Kiser, his wife 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 ~~19th~~ 27th day of April 19 65 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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1965 APR 27 PM 2:47

16

F. Luverna J. Burch LIBER 162 PAGE 128
11 Goodrich Road,
Annapolis, Maryland
Complainant

vs

Stonewall J. Kiser and
Dorothy A. Kiser, his wife
340 8 Bero Road,
Baltimore 27, Maryland
Respondents

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
IN EQUITY

Equity Docket 22, folio 316
Case # 16,868

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

DECREE

THIS case standing ready for hearing and being submitted, the proceedings were read and considered.

AND it appearing from the proceedings that the period of time limited in the Order of Publication and the Orders of Subpoenas against the Respondents, Stonewall J. Kiser and Dorothy A. Kiser, his wife, and all persons having or claiming to have any interest in the property hereinafter described, as prescribed by the Rules of the Court and the Statutes of Maryland, and that no answer, plea or demurrer having been interposed by Stonewall J. Kiser and Dorothy A. Kiser, his wife, the Respondents in this case, and all persons having or claiming to have any interest in the property herein described, and that the allegations set forth in the Bill of Complaint present a proper case for relief.

IT IS THEREUPON this 8th day of June, 1965, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that all rights of redemption in the following described lot of ground situate in Anne Arundel County, State of Maryland:

Third Election District, Lot No. 230, Plat 2 as shown on Plat of Rock Creek Park, recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 12.

mentioned and described in these proceedings are forever foreclosed; that there be vested in the Plaintiff, an absolute and indefeasible title in fee simple in said property, free and clear of all alienations and descents of the property occurring prior to the date of this Decree, and free of all encumbrances thereon except taxes accruing subsequent to the date of sale and public easements to which said property may be subject, and all the Respondents, their heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators, successors or assigns, having a right, title or interest in said property.

AND it is further Ordered and Decreed that upon being furnished a certified copy of the Decree of the said Court in this case that the Collector of Taxes for Anne Arundel County be and he is hereby directed to execute a fee simple deed for the property mentioned and described in these proceedings to the holder of the Certificate of Sale, the Plaintiff herein, upon payment to the said Collector of Taxes of the balance of the purchase price due on account of the purchase price of the property together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; said deed to be at the expense of the holder of the Certificate of Sale in this case.

George Lisle
Judge

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17

LIBER 162 PAGE 129

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE AROUNDEL COUNTY
WILLIAM RICHARD CLOUGH AND GEORGINA E. CLOUGH, HIS WIFE:		(In Equity)

No. 16,939.

Mr. Clerk:

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

1. Original Mortgage from William Richard Clough and Georgina E. Clough, his wife to Baltimore Federal Savings and Loan Association, dated January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 186.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

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VA Form VB4-6818 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

BOOK 1367 PAGE 186

MORTGAGE

LIBER 162 PAGE 130

THIS MORTGAGE, made this 27th day of January, A. D. 19 60 by and between WILLIAM RICHARD CLOUGH and GEORGINA E. CLOUGH, 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 NINE THOUSAND FIVE HUNDRED and 00/100ths Dollars ($ 9,500.00), 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-TWO and 46/100ths Dollars ($ 52.46), commencing on the first day of March, 19 60, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1990. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 6, Block 20, Section 2, as shown on the plat of "Harundale, Section 2," dated June 18, 1947, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1911 Maltravers Road.

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

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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:

Refrigerator

Washing Machine

Electric Range

Blinds

Screens

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred twenty ($120.00) Dollars, payable half-yearly on the 1st days of May and November, in each and every year.**

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

The Mortgagor, in order more fully to proteet 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 exeeute 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 Artiele LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

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

William Richard Clough [SEAL]
William Richard Clough

[SEAL]

Georgina E. Clough [SEAL]
Georgina E. Clough

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1367 PAGE 190

I HEREBY CERTIFY, That on this 27th day of January, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Richard Clough and Georgina E. Clough, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

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

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

tion No. 51607 aek
by
d by Examiner
for Record

Rec'd for record Jan. 29 1960 at 11:50 A.M.
Mailed to The Colonial Title Insurance Co.

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

WILLIAM RICHARD CLOUGH AND
GEORGINA E. CLOUGH, his wife

PLAINTIFF's EXHIBIT "A"

LIBER 162 PAGE 134

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
WILLIAM RICHARD CLOUGH AND GEORGINA E. CLOUGH, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No.

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from William Richard Clough and Georgina E. Clough, his wife

to Baltimore Federal Savings and Loan Association

dated the 27th day of January 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1367 Folio 186

Amount of Mortgage	$9500.00
Less - amount paid on principal	648.38
	8851.62
Plus - interest to 12/21/64	220.74
	9072.36
Less - balance in expense account	87.13
	8985.23

8851.62
87.13
8764.49

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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LIBER 162 PAGE 135

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
WILLIAM RICHARD CLOUGH and GEORGINA E. CLOUGH, his wife	*	In Equity No. 16,939

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of January, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of Law that William Richard Clough, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Georgina E. Clough, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by direction of the Chief of Naval Personnel.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Eugene K. Reilly

Eugene K. Reilly, Vice President
Affiant

Subscribed and sworn to before me this 27th day of January, 1965.

Robert F. Vavrina, Notary Public

ROBERT F. VAVRINA NOTARY PUBLIC

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7

NAVPERS-666 (REV. 10-50)

Plaintiff's Exhibit 'B'

LIBER 162 PAGE 136

CERTIFICATE

for use under

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT 1940

TO ALL WHOM IT MAY CONCERN:

In accordance with the provisions of Section 601 of the Act of October 17, 1940, Public, No. 861, 76th Congress, 3d Session, I certify that

William Richard Clough is now in the naval service of the United States. He first entered the naval service at Chicago, Illinois as Seaman Recruit in the U. S. Navy on 1 November 1950. At the time of his initial entrance in the naval service he resided at 5789 Ridge Avenue, Chicago, Illinois. He was discharged from the naval service at San Diego, California on 18 August 1954. He reenlisted in the naval service at Chicago, Illinois as Hospital Corpsman third class on 20 May 1955 in the U. S. Navy. At the time of his reentry in the naval service he resided at 1326 Ardmore, Chicago, Illinois. He was discharged from the naval service at Rota, Spain on 21 May 1958. He reenlisted in the naval service at Rota, Spain as Hospital Corpsman second class on 22 May 1958 in the U. S. Navy. At the time of his reentry in the naval service he resided at 5729 Ridge Avenue, Chicago, Illinois. He was discharged from the naval service at

NAVPERS-666 (REV. 10-50)

LIBER 162 PAGE 137

CERTIFICATE

for use under

SOLDIERS' AND SAILORS' CIVIL RELIEF ACT 1940

TO ALL WHOM IT MAY CONCERN:

In accordance with the provisions of Section 601 of the Act of October 17, 1940, Public, No. 861, 76th Congress, 3d Session, I certify that

Portsmouth, Virginia on 25 February 1964. He reenlisted in the naval service at Portsmouth, Virginia as Hospital Corpsman first class on 26 February 1964 in the U. S. Navy. At the time of his reentry in the naval service he resided at Chicago, Illinois. His monthly pay on this date is $343.50.

Given at Washington, D. C., Office of the Chief of Naval Personnel, this 8th *day of* January, *one thousand nine hundred and* sixty-five

By direction of Chief of Naval Personnel:

A. G. DODGE
Assistant Head, Branch ONE
Enlisted Services
and Records Division

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1965 JAN 28 AM 11:17

9

Equity No 16,939

Mortgagee and Attorney's Bond.

I-369

LIBER 162 PAGE 138

BOOK 13 PAGE 123

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 19-0370-0456-65

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 NINE THOUSAND AND NO/100 - - - - - - - - ($9000.00) - - - - - - - - - - - - - - - - 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 31st 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 William Richard Clough and Georgina E. Clough, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 27th day of January nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1367, Folio 186 xxxx

is about to sell the land and premises described in said Mortgage, default having been made in the payment of 1911 Maltravers Road - Anne Arundel County, Maryland the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of

Clara M. Lush

Witness as to Surety:

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 2nd day of April, 1965

Louis N. Phipps, Clerk

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E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

LIBER 162 PAGE 139

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) they are

(~~that he is the agent for the purchaser,~~ _____,) 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.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

— by Charles E. Williams ~~(SEAL)~~

CHARLES E. WILLIAMS Vice President

_____(SEAL)
Purchaser

_____
Address

William M. White
Notary Public

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1965 APR -8 AM 11: 12

//

LIBER 162 PAGE 140

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM RICHARD CLOUGH AND GEORGINA E. CLOUGH, HIS WIFE:		Equity No. 16,939

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 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 186** from said **William Richard Clough and Georgina E. Clough, his wife** to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in **"The Maryland-Gazette"** a newspaper published in **Anne Arundel** County, [illegible], Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the **6th** day of **April, xxx 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. 6, Block 20, Section 2, as shown on the Plat of "Harundale, Section 2," dated June 18, 1947, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22, the improvements whereon are known as No. 1911 Maltravers Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William Richard Clough and Georgina E. Clough, his wife to Baltimore Federal Savings and Loan Association, dated January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 186 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, APRIL 6th, 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 Harundale, Glen Burnie area, and described as follows:

BEING known and designated as Lot No. 6, Block 20, Section 2, as shown on the plat of "Harundale, Section 2," dated June 18, 1947, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1911 Maltravers 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 $120.00 and to any restrictive covenants, and or Utility Agreements, of record, affecting the property.

The improvements consist of a one story, 1 family dwelling, containing 5 rooms, 1 bath, hot water 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 A-1

LIBER 162 PAGE 141

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-five Hundred seventy-three ($9573.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of April, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

13

16939

LIBER 162 PAGE 143

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power, and authority contained in a Mortgage from William Richard Clough and Georgina E. Clough, his wife to Baltimore Federal Savings and Loan Association, dated January 27th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1367 folio 186 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, APRIL 6th, 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 Harundale, Glen Burnie area, and described as follows:

BEING known and designated as Lot No. 6, Block 20, Section 2, as shown on the plat of "Harundale, Section 2," dated June 18, 1947, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1911 Maltravers Road.

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

14 No Subject to an annual ground rent of $120.00 and to any restrictive covenants, and or Utility Agreements, of record, affecting the property.

The improvements consist of a one story, 1 family dwelling, containing 5 rooms, 1 bath, hot water 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 A-1

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 7, 1965

We hereby certify, that the annexed

Attorney's Sale

William Richard Clough

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 6th day of April, 1965. The first insertion being made the 12th day of March, 1965.

FILED
1965 APR -8 PM 1:36

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

WILLIAM RICHARD CLOUGH AND
GEORGINA E. CLOUGH, HIS WIFE

LIBER 162 PAGE 144

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,939 Equity

Ordered, this 8th day of April, 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 17th day of ~~May~~ next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of ~~May~~ next.

The report states that the amount of sale was $ 9573.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland GAzette (Apr. 15th Edition)

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

WILLIAM RICHARD CLOUGH AND
GEORGINA E. CLOUGH, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 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 Sadtler JUDGE.

FILED
1965 MAY 20 PM 2:08

15

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM RICHARD CLOUGH AND GEORGINA E. CLOUGH, HIS WIFE	:	In Equity - No. 16,939

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 xxxthexxxxxxxxxxxxxdayxofxxxxxxxxxxxxxxxxxx196xx sold certain leasehold property situated in Anne Arundel County, known as No. 1911 Maltravers Road and described in these proceedings to Baltimore Federal Savings and Loan Association.

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, xxxxx. W. J. Driver Gxxxxxxxxxxx, 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 xxxxxxxxxxxxxxxxxx, Administrator of Veterans' Affairs, as purchaser in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

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

Walter S. Calwell,
Attorney Named in Mortgage

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

FILED
1965 APR 12 AM 9:20

16

LIBER 162 PAGE 146

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 12th day of April 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 No. 1911 Maltravers Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse.
Judge.

FILED

1965 APR 12 PM 2:32

17

Equity No 16939

Mortgagee and Attorney's Bond. 1-369

BOOK 13 PAGE 130 LIBER 162 PAGE 147

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL BOND NO: 19-0370-0456-65

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 FIVE HUNDRED SEVENTY THREE AND NO/100 - - - - - ($573.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th day of April 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 Richard Clough and Georgina E. Clough, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 27th day of January nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1367, Folio 186, ~~and~~

1911 Maltravers Road, Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Link

~~XXXXX~~ Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Additional Bond approved this 12th day of April, 1965

Louis N. Phipps, Clerk

FILED

1965 APR 12 AM 9:15

18

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,939 EQUITY

WALTER S. CALWELL, Attorney Named in Mortgage
versus
WILLIAM RICHARD CLOUGH
and
GEORGINA E. CLOUGH, his wife

Ordered, this 8th day of April, 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 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May next.

The report states that the amount of sale was $9573.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

M-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 148

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,939

William Richard Clough

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of May, 1965. The first insertion being made the 15th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 MAY 19 PM 1:36

No. M. G. 4372

In the Case of LIBER 162 PAGE 149

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

WILLIAM RICHARD CLOUGH AND GEORGINA E. CLOUGH, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,939 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 27 AM 9:36

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of June, 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: R. E. Wayson, deputy

FILED
1965 JUN 14 AM 9:01

20

51

Dr. Mortgaged Real Estate of/William Richard Clough and Georgina E. Clough, his wife

LIBER 162 PAGE 150

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

						Cr.	
By	Amount of sale as per Attorney's Report of Sale filed			9,573	00		
By	Interest 6% on deferred payment, $9,073.00 from 4/6/65 to 5/21/65			71	80		
						9,644	80
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	317	19				
				367	19		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	50	00				
	Defendant's Solicitor appearance fee	10	00				
	Richard G. Anderson, counsel fee as per Order of Court 5/4/65	50	00				
	Auditor, this account	35	00				
				155	00		
To	Attorney, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	75	39				
	New Amsterdam Casualty Co. - bond	38	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, ground rent from 11/1/64 to 4/6/65	52	00				
	Adjustment, taxes from 1/1/65 to 4/6/65	48	00				
				249	64		
To	Baltimore Federal Savings & Loan Assoc. mortgagee on account of mortgage claim	8,872	97				
				8,872	97		
						9,644	80
	Balance due on mortgage as per mortgage claim filed	8,985	23				
	Interest 5¼% on principal balance						

$8,764.49 from 12/22/64 to 5/10/65	177	64
	9,162	87
Credit amount allowed above	8,872	97
This amount subject to decree in personam	289	90

PETITION FOR FORECLOSURE

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

CHARLES J. CLARK and BETTY R. CLARK, his wife

LIBER 162 PAGE 152

IN THE

CIRCUIT COURT

FOR ~~OR~~

ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,012 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the tenth day of April A. D. 1964, the defendant executed and delivered to Fairview Federal Savings and Loan Association a mortgage upon certain leasehold property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 14,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

THAT said mortgage is in default inasmuch as the mortgagors are more than sixty (60) days in arrears in the payment of principal, interest and expenses as contracted for in said mortgage.

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

And as in duty, &c.

Paul Beall

Paul Beall, *Attorney for Plaintiff*

FILED

1965 FEB 17 AM 11:37

Form 812

Plaintiff's Exhibit No. 1

[DR.—CITY OR COUNTY] BOOK 1746 PAGE 578

Mortgage

No. 17,012 Equity

LIBER 162 PAGE 153

THIS MORTGAGE, Made this tenth day of April, in the year Nineteen Hundred and Sixty-four, by and between Charles J. Clark and Betty R. Clark, his wife,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Fourteen Thousand Dollars ($ 14,000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Fourteen Thousand Dollars ($ 14,000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Ninety and 21/100 Dollars ($ 90.21), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of May, 1964, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

THE said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

15755

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as the east one-half of Lot Numbered Thirty-two (32) and all of Lots Numbered Thirty-three (33) and Thirty-four (34), Section H, as shown on the Plat entitled "Arundel Gardens", recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 5.

BEING the same lots of ground which, by deed of assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and assigned by The Kenwick Company to the herein named Mortgagors.

FILED

1965 FEB 17 AM 11:37

2

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, ~~including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.~~

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of One Hundred Fifty Dollars, payable in equal semi-annual instalments on the tenth days of April and October in each and every year.

PROVIDED, that if the said Mortgagor, his, her or their heirs, personal representatives, successors and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

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

THIS mortgage shall also secure future advances so far as is legally permissible under the Laws of the State of Maryland at the date hereof, and so far as may be legally permissible by any amendments, supplements or additions to the present law permitting such future advances.

AND the said Mortgagor does further covenant and agree:

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

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

AND the said Mortgagor does further covenant and agree that if the premises hereby mortgaged, or any part thereof, shall be damaged by fire or other hazard against which insurance is held, as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

4. To pay all taxes, water rent, ground rent, if any, insurance, public dues and assessments of every kind whatsoever, private maintenance charges, and charges imposed by covenants, agreements and restrictions of record, for which the property hereby mortgaged may become liable when payable. The Mortgagee is hereby authorized to pay the same, and the amount so paid shall be added to the principal debt named herein and bear interest at the rate herein agreed to from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with interest thereon.

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, one hundred and eighty (180) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

AND IT IS AGREED by the said Mortgagor that, as soon as this mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Seventy-five Dollars ($75.00) for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree of sale, or under the power of sale hereinafter authorized.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, The Maryland Rules of Procedure, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or John O. Dumler or Paul Beall, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars ($75.00) for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making such sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

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

WITNESS:

Antoinette M. Granese

Antoinette M. Granese

Charles J. Clark (SEAL)
Charles J. Clark

Betty R. Clark (SEAL)
Betty R. Clark

(SEAL)

(SEAL)

4

LIBER 162 PAGE 156 BOOK 1746 PAGE 581

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this tenth day of April , 1964 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles J. Clark and Betty R. Clark, his wife,

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

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

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

Antoinette M. Granese *Notary Public*

My commission expires May 3, 1965

Rec'd for record Apr. 17, 1964 at 2:[illegible] P.M.

Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

FROM

CHARLES J. CLARK

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

RECD FOR RECORD IN
CLERK'S RECORDS OF
ANNE ARUNDEL COUNTY
'64 Apr 17 AM 10:35
& RECORDED IN LIBER LNP
NO. [illegible] FOLIO [illegible]
LOUIS N. PHIPPS, CLERK

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

File No. 18124-T

Property:

119 Haile Avenue

Description approved

Execution approved

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

LIBER 162 PAGE 157
IN THE

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

CHARLES J. CLARK and BETTY R. CLARK, his wife

CIRCUIT COURT

FOR ~~OF~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~
(IN EQUITY)

No. 17,012 Eq
Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared JEROME C. NEUMAN, President of Fairview Federal Savings and Loan Association and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Jerome C. Neuman
Affiant.

Subscribed and sworn to before me this 16th day of February, 1965

Helena Reymann
Notary Public Helena Reymann

My commission expires May 3, 1965

FILED
1965 FEB 17 AM 11:37

6

STATEMENT OF MORTGAGE CLAIM

LIBER 162 PAGE 158
IN THE

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

CHARLES J. CLARK and BETTY R. CLARK, his wife

CIRCUIT COURT

FOR ~~YORK~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

No. 17,012 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated April 10, 1964	$ 14,000.00
Plus accrued interest thereon	241.91
Amount due as of February 28, 1965	14,241.91

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 16th 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 JEROME C. NEUMAN, President of Fairview Federal Savings and Loan Association,

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

As witness my hand and Notarial Seal,

Helena Reymann
Notary Public.

My commission
Expires May 3, 1965

FILED
1965 FEB 17 AM 11:37

7

LIBER 162 PAGE 159

DECREE FOR SALE OF MORTGAGE PREMISES

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

CHARLES J. CLARK and BETTY R. CLARK, his wife

IN THE

CIRCUIT COURT

FOR
~~OF~~
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

No. 17,012 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 17th day of February, in the year nineteen hundred and sixty-five, by the Circuit Court ~~of Baltimore City~~ for Anne Arundel County (in Equity) **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed **Trustees** to make said sale, and that the course and manner of ~~his~~ their proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fifteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three ~~weeks~~ weekly notice by advertisement, inserted in such ~~daily~~ newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bowie Cockett

Filed Feb 17 - 1965

7

Bond No. 78 61 [illegible]5

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 13 PAGE 113

LIBER 162 PAGE 160 No. 17,012 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 17th day of March in the year of our Lord one thousand nine hundred and sixty-five

WHEREAS, the above bounden Paul Beall and James H. Whitney by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Fairview Federal Savings and Loan Association

vs:

Charles J. Clark and Betty R. Clark, his wife

now pending in said Court:

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

do and shall well and faithfully perform the trust reposed in 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:

Antoinette M. Brasure — Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Barbara O'Brien — By Clinton A. Killam, Jr.
Barbara O'Brien *As to Surety* Clinton A. Killam, Jr., *Attorney-in-Fact*

MD3116a—1M, 10-64 167905
Trustee's Bond

FILED
1965 MAR 24 AM 9:51

Bond approved this 24 day of March, 1965
James M. Higgins, Clerk

9

BEALL, WHITNEY AND DUMLER,
Solicitors
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE PROPERTY LEASEHOLD

119 HAILE AVENUE,
ARUNDEL GARDENS
FIFTH DISTRICT,
ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (Case No. 17012), the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 26th DAY OF MARCH, 1965, AT 3:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon situate in Anne Arundel County, and described as follows:

BEING known as the east one-half of Lot No. 32 and all of Lots Nos. 33 and 34, Section H, as shown on the Plat entitled "Arundel Gardens," recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 5; said property being located on the south side of Haile Avenue 312 feet 6 inches east of Upland Street, and fronting easterly on the south side of Haile Avenue 62 feet 6 inches, with an even depth southerly of approximately 106 feet.

IMPROVED by a brick front, frame dwelling, known as No. 119 Haile Avenue, subject to a ground rent of $150.00, redeemable after April 10, 1969.

10 No.

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

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final ratification by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, ground rent, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale. All Federal, State and County revenue stamps to be paid by the purchaser.

PAUL BEALL
JAMES H. WHITNEY
Trustees
E. T. NEWELL & CO., INC.,
Auctioneers

M-25

LIBER 162 PAGE 161

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

Trustee's Sale
Case No. 17,012
119 Haile Ave
Arundel Gardens

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

FILED
1965 MAR 29 PM 1:15

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

LIBER 162 PAGE 162

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 16th 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 Jerome C. Neuman, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that ~~he is~~ ~~the purchaser and purchased~~ the same as principal and not as agent for anyone) ~~they are~~

(that he is the agent for the purchaser, Fairview Federal Savings and Loan Association,) 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.

Fairview Federal Savings and Loan Association (SEAL)

Jerome C. Neuman (SEAL)
Purchaser

Address

William M. White
Notary Public

FILED

1965 MAR 30 AM 9:15

REPORT OF SALE

LIBER 162 PAGE 163

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

CHARLES J. CLARK and BETTY R. CLARK, his wife

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

Case No. 17012

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of Paul Beall and James H. Whitney

Trustees appointed by the decree in the above entitled cause, to make sale of leasehold property No. 119 Haile Avenue, Arundel Gardens,

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

the Capital Gazette, a weekly

Anne Arundel County

~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday, the 26th day of March, 1965 at 3:00 o'clock P.M. attend on the premises and then and there sold the said leasehold property 119 Haile Avenue, to Fairview Federal Savings and Loan Association, at and for the sum of Ten Thousand Dollars ($10,000.00), they having offered the highest price therefor.

Paul Beall

James H. Whitney

Trustees

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this twenty-ninth 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 PAUL BEALL and JAMES H. WHITNEY,

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

As witness my hand and Notarial Seal,

Helena Reymann

Helena Reymann *Notary Public.*

My commission expires
July 1, 1965

FILED

1965 MAR 30 AM 9:14

12

ORDER NISI

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

CHARLES J. CLARK and BETTY R. CLARK, his wife

LIBER 162 PAGE 164
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,012 Equity

Ordered, this 30th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May 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 3rd day of May next.

The report states that the amount of sale was $ 10,000.00.

Louis N. Phipps Clerk.

True Copy,

Paul Beall, Atty.

TEST: Clerk.
For the Maryland Gazette (April 1 Edition)

(Final Order)

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

CHARLES J. CLARK and BETTY R. CLARK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of May, 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.

George Sachse
JUDGE.

FILED
1965 MAY -4 PM 3:23

13

LIBER 162 PAGE 165

Order Nisi

IN THE CIRCUIT CCURT FOR ANNE ARUNDEL COUNTY
No. 17,012 Equity
FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

CHARLES J. CLARK and BETTY R. CLARK, his wife

Ordered, this 30th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AND CONFIRMED, unless ccuse to the contrary thereof be shown on or before the 3rd day of May 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 3rd day of May next.

The report states that the amount of sale was $10,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

A-22

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 23, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,012
Charles J. Clark

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of May, 1965. The first insertion being made the 1st day of April, 1965.

FILED
1965 APR 26 PM 12:36

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 4313

LIBER 162 PAGE 166

In the Case of

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

CHARLES J. CLARK AND BETTY R. CLARK, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,012 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 27 AM 9:36

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of June, 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: R. E. Waysou, deputy

FILED
1965 JUN 14 AM 9:01

15

16 Dr. Mortgaged Real Estate of Charles J. Clark and Betty R. Clark, his wife

LIBER 162 PAGE 167

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

Cr.

By	Amount of sale as per Trustees Report						
	of Sale filed			10,000	00		
By	Interest 6% on deferred payment						
	$9,500.00 from 3/26/65 to 5/6/65			66	66		
						10,066	66
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	330	00				
				405	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	92	00				
	Sunpapers, advertising - sale	17	70				
	Fidelity & Deposit Co. of Maryland,- bond	60	00				
	E. T. Newell & Co., Inc., auctioneer's fee	65	00				
	Adjustment, taxes from 1/1/65 to 3/26/65	46	98				
	Adjustment, ground rent from 10/1/64 to 3/26/65	66	66				
				348	34		
To	Fairview Federal Savings & Loan Assoc.,						
	mortgagee on account of mortgage claim	9,240	32				
				9,240	32		
						10,066	66
	Balance due on mortgage as per mortgage						
	claim filed	14,241	91				
	Interest 6% on principal balance						
	$14,000.00 from 3/1/65 to 6/10/65	233	33				
		14,475	24				

	Credit amount allowed above	9,240	32				
	This amount subject to decree in personam	5,234	92				

LIBER 162 PAGE 169

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN F. LEISSLER and JOAN E. LEISSLER, his wife *

NO. 17,033 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* * * * * *

MORTGAGE FORECLOSURE

MR. CLERK:

Please docket this suit and file the original mortgage.

George E. Woelfel, Jr.

George B. Woelfel, Jr.
9 School Street
Annapolis, Maryland
CO 3-2282

FILED

1965 FEB 25 PM 4:02

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 162 PAGE 170
BOOK 1723 PAGE 590

No. 17,033 Equity

SECOND PURCHASE MONEY
THIS MORTGAGE, Made this 8th day of January----------

in the year nineteen hundred and sixty-four----------by and between JOHN F. LEISSLER and JOAN E. LEISSLER, his wife----------

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and HARRY SHENK and GERTRUDE R. SHENK, his wife, of the City of Washington in the District of Columbia----------; Mortgagees, of the second part:

Whereas, the said Mortgagors have this day received by way of a loan an advance of Thirty-four hundred and fifty ($3,450.00) dollars from the said Mortgagees, which has been applied as a part of the purchase money for the hereinafter described property, and for the proper payment whereof the said Mortgagors have passed to the said Mortgagees their joint and several promissory note of even date herewith for the sum of Thirty-four hundred and fifty ($3,450.00) dollars with interest at the rate of six (6%) per centum per annum payable Sixty-eight dollars and fifty cents ($68.50) monthly on the 9" day of each succeeding month until the full amount is paid; said payments to be applied first to the payment of interest at the rate of six (6%) per centum per annum on the unpaid principal sum and the balance on account of the unpaid principal. The said Mortgagors to have the right and privilege of making larger payments or paying all of said indebtedness at any time.

AND WHEREAS, the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said indebtedness.

12548

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said John F. Leissler and Joan E. Leissler, his wife,----------

---

----------do --- grant and convey unto Harry Shenk and Gertrude R. Shenk, his wife, as tenants by the entireties, their----------heirs and assigns, in fee simple, all that---------- lot---or parcel of ground situate and lying in the Second Election District of Anne Arundel County aforesaid, and ~~described as follows, to wit: Beginning for~~ being known and designated as Lot No. 331 as shown on a plat entitled "Circle Park Addition to Sylvan Shores," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, page 1.

BEING the same property which was conveyed and intended to be conveyed by Harry Shenk and Gertrude R. Shenk, his wife, to John F. Leissler and Joan E. Leissler, his wife, by deed of even date herewith and recorded or intended to be recorded immediately prior to the recordation of these presents.

SUBJECT, however, to the operation, lien and effect of the first purchase moeny mortgage from the said John F. Leissler and Joan E. Leissler, his wife to the Laurel Building Association of Prince George's County, of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior to and simultaneously with the recordation of these presents.

FILED

1965 FEB 25 PM 4:02

2

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 Harry Shenk and Gertrude R. Shenk, his wife, as tenants by the entireties, their heirs and assigns, forever, in fee simple

Provided, that if the said John P. Leissler and Joan E. Leissler, his wife,

or their----------

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty-four hundred and fifty ($3,450.00)----------dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their--------part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their------ personal representatives, or assigns, or Marvin I. Anderson or their duly authorized Attorney or Agent

PM

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One hundred ($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 Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty-four hundred and fifty ($3,450.00)---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their---------- lien or claim hereunder.

Witness the---------- hands and seals of the said Mortgagors.

TEST: as to both:

Eleanor Duval Lowery
Eleanor Duval Lowery

John F. Leissler [SEAL]
John F. Leissler

Joan E. Leissler [SEAL]
Joan E. Leissler

[SEAL]

State of Maryland, COUNTY OF PRINCE GEORGE'S, ss:

I Hereby Certify, that on this 9th day of January---------- in the year one thousand nine hundred and sixty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the County---------- aforesaid, personally appeared John F. Leissler and Joan E. Leissler, his wife---------- the Mortgagors named in the foregoing Mortgage, and they each acknowledged the foregoing Mortgage to be their respective act. At the same time also appeared Harry Shenk, one of the Mortgagees named in the foregoing Mortgage,---------- and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS my hand and seal Notarial.

My Commission Expires:
May 3, 1965

Eleanor Duval Lowery
Notary Public
Eleanor Duval Lowery

Rec'd for record Jan 16 1964 at 1:50 P.M.
Mailed to Anderson, Anderson

LIBER 162 PAGE 173

SECOND PURCHASE MONEY

MORTGAGE

FROM

JOHN F. LEISSLER and

JOAN E. LEISSLER, his wife

TO

HARRY SHENK and

GERTRUDE R. SHENK, his wife

BLOCK NO.

Received for Record, 19

at o'clock M. Same day recorded

Received for Record Day

in Liber No. at Folio &c.,

and the same day recorded in Liber

L.N.P. No. 1723 Folio 593 Land

Records of Anne Arundel County

LOUIS N. PHIPPS, Clerk

and examined per

Cost of Record, $ 5.00, Clerk.

ANDERSON & ANDERSON

THE DAILY RECORD CO., BALTIMORE, MD.

February 18, 1965

For value received, we hereby assign the within mortgage to George B. Woelfel, Jr., for the purpose of foreclosure.

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

return to

George B. Woelfel, Jr.

George B. Woelfel, Jr.

196500

Harry Shenk (Seal)

Harry Shenk

Gertrude R. Shenk (Seal)

Gertrude R. Shenk

RECORDS FOR RECORDING
LAND RECORDS OF
ANNE ARUNDEL COUNTY

1965 FEB 24 PM 1:54

RECORDED IN LIBER L.N.P.
No. 1723 FOLIO 593
LOUIS N. PHIPPS, CLERK

LIBER 162 PAGE 174

IN THE MATTER OF THE	*	NO. 17,033	EQUITY
SALE OF THE MORTGAGED		IN THE CIRCUIT COURT	
REAL ESTATE OF	*		
JOHN F. LEISSLER and		FOR	
JOAN E. LEISSLER, his wife	*		
		ANNE ARUNDEL COUNTY	

* * * * * * *

STATEMENT OF CLAIM

Principal as of December 31, 1964	$3,154.53
Interest to February 28, 1965	31.62
	$3,186.15

George B. Woelfel, Jr., Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this day of February, 1965, before me, the subscriber, a Notary Public in and for Anne Arundel County, State of Maryland, aforesaid, personally appeared George B. Woelfel, Jr., Assignee, and acknowledged that the aforegoing figures stated above are true to the best of his knowledge and belief.

WITNESS my hand and seal notarial.

Mary M. Hoff - Notary Public

FILED
1965 FEB 25 PM 4:01

220568

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

LIBER 162 PAGE 175

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

BOOK 13 PAGE 110

Bond No. 466678

Equity # 17,033

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, Jr. as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and 00/100 ($4,000.00) - - - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of March, 19 65.

WHEREAS by virtue of a power of sale contained in a Mortgage from John F. Leissler and Joan E Leissler, his wife to Harry Shenk and Gertrude Shenk, his wife - - - - - - - - - - - - - - - , bearing date on or about the 8th day of January, 19 64, the said George B. Woelfel, Jr., as Assignee, is authorized and empowered to make sale of the property described in said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said George B. Woelfel, Jr., -- - as Assignee, of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

Bond approved this 23rd day of March, 1965

Louis N. Phipps, Clerk

George B. Woelfel, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

WITNESS:

Ethel M. Carle
Ethel M. Carle

FILED

1965 MAR 23 AM 9:39

GEORGE B. WOE[illegible] JR.
Attorney at [illegible]
9 School Street
Annapolis, Maryland

Mortgage Sale

OF FEE SIMPLE PROPERTY

UNDER and by virtue of the power of sale and authority contained in a Second Mortgage from John F. Leissler and Joan E. Leissler, his wife, dated January 8, 1964, and recorded among the Land Records of Anne Arundel County in L.N.P. 1723, folio 590 (default having occurred thereunder), the undersigned, the Assignee for the purpose of foreclosure, wil sell at public auction at the Court House Door, Annapolis, Maryland, on

WEDNESDAY, MARCH 24, 1965 AT 10 A.M.

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

BEING known and designated as Lot. No. 331 as shown on a plat entitled "Circle Park Addition to Sylvan Shores," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, page 1.

BEING the same property conveyed by Harry Shenk and Gertrude R. Shenk, to John F. Leissler and Joan E. Leissler by Deed dated January 8, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1723 folio 534.

Property is subject to a First Mortgage to Laurel Building Association of Prince Georges County recorded among the aforesaid Land Records in Liber L.N.P. 1723 folio 586.

IMPROVEMENTS: The property is improved by a dwelling house known as Box 1212, Riva, Maryland.

TERMS OF SALE: A cash deposit of $500 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. Revenue Stamps to be paid ½ by purchasr and ½ by seller.

GEORGE B. WOELFEL, Jr.
Assignee
Robert H. Campbell M-22
Auctioneer

No. E

OFFIC[illegible] 17633

LIBER 162 PAGE 179

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 22, 1965

We hereby certify, that the annexed

Mortgage Sale

John F. Leissler

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of March, 1965. The first insertion being made the 1st day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 MAR 24 PM 1:36

By A. Tulghman

LIBER 162 PAGE 177

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN F. LEISSLER and JOAN E. LEISSLER, his wife

* NO. 17,033 EQUITY

* IN THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

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

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on this 23rd day of March, 1965, I sold the property in these proceedings at public auction to Harry Shenk & Gertrude R. at and for the sum of Two Thousand dollars, he being at that figure the highest bidder therefore.

WITNESS my hand and seal placed hereon the day and year above mentioned.

WITNESS:

George B. Woelfel, Jr.

Auctioneer - Robert H. Campbell (SEAL)

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that on this 23rd day of March, 1965, ~~I~~ we purchased the within mentioned property from George B. Woelfel, Jr., Assignee, at and for the sum of two thousand dollars, and ~~I~~ do hereby agree to comply with the terms of said sale. And that we were not acting for anyone, that there were no other principals and that we did not directly or indirectly discourage anyone from bidding.

Witness my hands and seals placed hereon.

Rule BR6

Harry Shenk (SEAL)
Purchaser

Gertrude R. Shenk (SEAL)
Per H.S.

WITNESS:

George B. Woelfel, Jr.

Subscribed to and sworn to this 23rd day of March, 1965.

Mary M. Hoff - Notary Public

FILED
1965 MAR 26 PM 3:30

9

LIBER 162 PAGE 178

IN THE MATTER OF THE	*	NO. 17,033 EQUITY
SALE OF THE MORTGAGED		
		IN THE CIRCUIT COURT
REAL ESTATE OF	*	
JOHN F. LEISSLER and		FOR
JOAN E. LEISSLER, his wife	*	
		ANNE ARUNDEL COUNTY

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of George B. Woelfel, Jr., Assignee, for the purpose of foreclosure in the above entitled cause respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law, and giving notice of the time, place, manner and terms of sale by advertising in the Evening Capital, a weekly newspaper, published in Anne Arundel County, for at least three successive weeks before the day of the sale, he did, pursuant to notice, attend the said sale at the Court House Door in Annapolis on March 24, 1965, at 10 A. M. and then proceed to sell said property in the manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the said property namely, known as Box 1212, Riva, Maryland, being known and designated as Lot No. 331 as shown on a plat entitled "Circle Park Addition to Sylvan Shores," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, page 1.

And your said Assignee sold the above described property to Harry Shenk and Gertrude R. Shenk, his wife, for the sum of Two Thousand Dollars ($2,000) they being the highest bidders; the terms of the sale being Five Hundred Dollars ($500) cash paid down at the time of sale, balance to be paid in cash upon ratification of sale or all cash at the option of the purchasers. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale. Revenue Stamps to be paid ½ by purchasers and ½ by seller.

Respectfully submitted,

George B. Woelfel, Jr.

George B. Woelfel, Jr.
Assignee

FILED
1965 MAR 26 PM 3:30

10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 24th day of March, 1965, before me, the aubacriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Jr., Assignee, 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 was fairly made.

Witness my hand and seal Notarial.

Notary Public

ORDER NISI

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF
JOHN F. LEISSLER and
JOAN E. LEISSLER, his wife
~~versus~~

LIBER 162 PAGE 180

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,033 Equity

Ordered, this 26th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Jr., Assignee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May 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 3rd day of May next.

The report states that the amount of sale was $ 2,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George B. Woelfel, Atty.
For the Evening Capital (April 1, Edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE
MORTGAGED REAL ESTATE OF JOHN F.
LEISSLER AND JOAN E. LEISSLER, his wife
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of May, 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 MAY -4 PM 3:22

17

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,033 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN F. LEISSLER and JOAN E. LEISSLER, his wife

Ordered, this 26th day of March, 1965, that the sale of the property in these proceedings mentioned made and reported by George B. Woelfel, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May 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 3rd day of May next.

The report states that the amount of sale was $2,600.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-22

FILED

1965 APR 26 PM 12:36

No. E. C. 4322

13

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 181

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 23, 1965

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 17,033

John F. Leissler

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 3rd day of May, 1965. The first insertion being made the 1st day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

LIBER 162 PAGE 182

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN F. LEISSLER and JOAN E. LEISSLER, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,033 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.

May 26, 1965

John H. Hopkins, IV, Auditor.

FILED

1965 MAY 26 PM 4:00

FINAL ORDER

ORDERED BY THE COURT, this 11th day of June, 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: R. E. Dawson, deputy

FILED

1965 JUN 11 PM 3:44

4

15

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN F. LEISSLER and JOAN E. LEISSLER, his wife,

LIBER 162 PAGE 183

In Acct. with GEORGE B. WOELFEL, JR., Assignee

					Cr.	
1965, March 24,						
Proceeds of Sale	2,000	00				
Interest on deferred payment of $1,500.00 from						
3/24/65 to 5/25/65 @ 6%	15	30	2,015	30		
					2,015	30
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	93	00	193	00		
To Assignee 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 Assignee for expenses, viz:						
Capital-Gazette Press - advertising sale	73	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	45	00				
Gbbe Indemnity Co. - bond premium	16	00				
L. N. Phipps, Clerk - recording assignment	1	00				
One-half cost documentary stamps	3	30				
1965 Taxes, adjusted 1/1/65 to 3/24/65	11	86				
Mary M. Hoff - notary fees	1	00	166	68		
To Harry Shenk and Gertrude R. Shenk, this balance on account of claim filed	1,582	62	1,582	62		
					2,015	30

Amount of Mortgage claim filed	3,186	15
Interest on principal balance of $3,154.53 from 3/1/65 to 6/11/65 - 102 days @ 6%	52	81
	3,238	96
Credit - amount allowed above	1,582	62
Balance subject to Decree in Personam	1,656	34

LIBER 162 PAGE 185

IN THE MATTER OF THE : EQUITY No.

SALE OF THE MORTGAGED : IN THE

REAL ESTATE OF : : CIRCUIT COURT FOR

William W Anderson
Joanne B Anderson : ANNE ARUNDEL COUNTY
and
Alpha Development Company, Inc., :
a body Corporate : No. 17,034 Equity

ORDER TO DOCKET FORECLOSURE, FILE MORTGAGE AND MORTGAGE STATEMENT

****

Mr. Clerk: Please docket above styled foreclosure proceedings and file Original Mortgage and Mortgage Staement.

Attorney named in Mortgage

MORTGAGE STATEMENT

To principal amount of Mortgage Debt of mortgage dated August 29, 1959 Recorded G.T.C. 1327 folio 85..... $ 6400.00

Less principal payments Through and up to February 1965 1656.84

Balance on Principal ---------- $4743.16

Plus January 1965 and February 1965 Interest 47.44

Total thru February 1965 $ 4790.60

Less: Escrow on deposit 114.52

Net Balance thru February 1965 $4676.08

State of Maryland, Anne Arundel County

I hereby certify that before me personally appeared this 25th day of February, 1965 , Michael Mc Cutchan, Secretary- Treasurer of Capital City Federal Savings and Loan Association / successor to Capital City Building and Loan Association , and made oath that the debt set out above is true and owing as therein set out.

Witness my hand and Seal.

Mildred F. Bean
Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1965 FEB 26 AM 9:37

LIBER 162 PAGE 186

BOOK 1327 PAGE 85

No. 17,034 Equity

PURCHASE MONEY

This Mortgage,

made this 29th day of August, in the year one thousand nine hundred and fifty-nine, between William W. Anderson and Joanne B. Anderson, his wife, of Annapolis, in the State of Maryland, hereinafter called Mortgagor(s), and CAPITAL CITY BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, 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 Six Thousand Four Hundred - Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Fifty-four and 01/100 - 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 twenty-ninth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

Being known and designated as Lots Nos. 2030, 2031 and 2032, together with the right, title and interest of the Grantors, if any, in and to that portion of the roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the Plat entitled "Map of Woodland Beach, District 1, Anne Arundel County, Maryland", Sheet No. 2, which is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat No. 7 (formerly recorded in Plat Book F.S.R. 3, folio 21).

BEING the same lots of ground conveyed to William W. Anderson and Joanne B. Anderson, his wife, by Stewart W. Brooks and Isabel N. Brooks, 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 FEB 26 AM 9:37

2

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 Louis M. Strauss, its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

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

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

WITNESS:

Mildred F. Bean
Mildred F. Bean

William W. Anderson (SEAL)
William W. Anderson

Joanne E. Anderson (SEAL)
Joanne E. Anderson

(SEAL)

4

5

BOOK 1327 PAGE 88 LIBER 162 PAGE 189

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 29th day of August, in the year one thousand, nine hundred and fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William W. Anderson and Joanne B. Anderson, 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 JOSEPH H. GRISCOM, SR., 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.

1100

Mildred F. Bean
NOTARY PUBLIC Mildred F. Bean

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

My Commission expires May 1, 1961.

Rec'd for record Aug. 31, 1959 at 10:53 A.M.
Mailed to Louis M. Strauss

LOUIS M. STRAUSS
Attorney
CAPITAL CITY BLDG.
ANNAPOLIS, MD.

PURCHASE MONEY
MORTGAGE
FROM
William W. Anderson and
Joanne B. Anderson, his wife
TO
CAPITAL CITY BUILDING AND
LOAN ASSOCIATION OF
ANNAPOLIS, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ 11.00

RECORDED IN LIBER GTC
NO. 1327 FOLIO 85
GEO. I. BROMWELL, CLERK
1959 AUG 31 AM 10:53
ANNE ARUNDEL COUNTY

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

BOOK 13 PAGE 114

LIBER 162 PAGE 190

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

Bond No. 466680

Equity #17,034

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 Dollars, ($5,000.00) - - - - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of March , 19 65 .

WHEREAS by virtue of a power of sale contained in a Mortgage from William W. Anderson and Joanne B. Anderson, h/w bearing date on or about the 29th day of August , 1959 , the said Louis M. Strauss - - - - - - - - - is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss - - - - - - - - - - is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Louis M. Strauss (SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

WITNESS:

Ethel M. Carle

Bond approved this 24th day of March, 1965

Louis N. Phipps, Clerk

FILED

1965 MAR 24 AM 11 44

LOUIS M. STRAUSS
Attorney
124 South St.
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from William W. Anderson and wife dated August 29, 1959, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.T.C. 1327 folio 85, which said mortgage was assumed by the Alpha Development Company, Inc., default having occurred thereunder, the undersigned Attorney will offer at public sale and auction at the Court House Door, Church Circle, Annapolis Maryland, on

THURSDAY, MARCH 25, 1965 AT 11.00 O'CLOCK A.M.

All those three lots of Ground and improvements lying and being in the First Election District of Anne Arundel County Facing Highland Drive or Avenue, in Woodland Beach, described in a deed from William W. Anderson and wife to Alpha Development Company, Inc. by a deed dated May 22, 1963, as recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1658 folio 562, and known as Lots Nos. 2030, 2031, 2032, as shown on a Plat of Woodland Beach therein referred to.

No. 7

The above improvements on said lots being a modern House with Four Rooms and Bath, with modern conveniences and known as 2030 Highland Avenue Drive or street.

TERMS OF SALE: A cash deposit of $500.00 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.

LOUIS M. STRAUSS
Attorney
124 South Street
Annapolis, Maryland.

M-24

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 191

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 25, 1965

We hereby certify, that the annexed

Attorney's Sale

William W. Anderson

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 25th day of March, 1965. The first insertion being made the 31st day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 MAR 26 PM 1:36

By H. Tilghman

LIBER 162 PAGE 192

IN THE MATTER OF THE	:	Equity No. 17,034
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT FOR
WILLIAM W. ANDERSON and JOANNE B. ANDERSON, his wife, and ALPHA DEVELOPMENT CO., INC., a body corporate	:	ANNE ARUNDEL COUNTY

: : : : : : :

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles E Marshall agent FOR Alpha Development Company, Inc and Auctioneer- George W Scible. 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 as an agent For Alpha Development Co, 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.

Charles E Marshall
For Alpha Development Co Inc
Purchaser

Mildred F. Bean
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

I hereby certify I sold property in above proceeding, at Public Sale, to Alpha Development Co. Inc

For $ 5650.00, they being the highest bidder therefore.

George W Scible
Auctioneer

FILED

1965 MAR 29 PM 12:06

LIBER 162 PAGE 193

IN the matter of the sale : Equity No. 17,034
:
of the Mortgaged Real Estate of : IN the CIRCUIT
;
William W Anderson
Joanne B Anderson :: court for Anne Arundel
Alpha Development Co., Inc. :
a body Corporate ; COUNTY
; :
:

::

REPORT of Sale of mortgaged property

The report of Louis M Strauss, Attorney named mortgage filed in these proceedings , respectfully represents:

After giving bond with security for the faithful performance of his trust, and having complied with all other pre-requisites required by Law and the Rules of Practice and procedure, and the provisions of the mortgage filed in these proceedings, and having given Notice of the time, place and manner and terms of said sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, Maryland for at least twenty days as provided insaid mortgage, he did pursuant to said notice attend the sale on March 25, 1965., at 11 A.M., and did then and there sell at public sale the property described in said mortgage and improvements thereon at and for the sum of Five thousand six hundred and Fifty Dollars ($5,650.00) to Alpha Development Company, Inc., a body corporate.

Respectfully submitted,

Louis M Strauss

Louis M Strauss, Attorney named in mortgage.

STATE of MARYLAND, ANNE ARUNDEL COUNTY

I HEREBY CERTIFY, that on this 29th dayof March 1965, personally appeared Louis M Strauss, Attorney named in Mortgage in these proceedings and named in above Report of Sale, and he made oath in due form of law that he made said sale fairly, that he did not directly or indirectly discourage anyone from bidding for the real estate hereby reported as as sold, and that filed herewith is affidavit of Purchaser and report of Auctioneer corroborating same.

Mildred F. Bean

Notary Public

FILED
1965 MAR 29 PM 12:06

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ORDER NISI

IN THE MATTER OF THE SALE OF THE

MORTGAGED REAL ESTATE OF WILLIAM W. ANDERSON and JOANNE B. ANDERSON, his wife, and ALPHA DEVELOPMENT CO., INC. a body corporate

versus

LIBER 162 PAGE 194

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,034 Equity

Ordered, this 29th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May 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 3rd day of May next.

The report states that the amount of sale was $ 5,650.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Louis M. Strauss, Atty.

For the Evening Capital (April 1st Edition)

(Final Order)

IN THE MATTER OF THE SALE OF THE

MORTGAGED REAL ESTATE OF WILLIAM W. ANDERSON, JOANNE B. ANDERSON AND ALPHA DEVELOPMENT CO., INC. a body corporate

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of May, 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 MAY -5 AM 10: 51

10

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,034 Equity

In the matter of the sale of the Mortgaged Real Estate of WILLIAM W. ANDERSON, JOANNE B. ANDERSON ALPHA DEVELOPMENT CO., INC. a body corporate

Ordered, this 29th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May 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 3rd day of May next.

The report states that the amount of sale was $5,650.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-22

FILED
1965 APR 26 PM 12:36
No. E. C. 4323

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 195

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 23, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq 17,034

William W. Anderson

"Alpha Development Co."

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 3rd day of May, 1965. The first insertion being made the 1st day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

GLOBE INDEMNITY COMPANY

A New York Corporation — New York, N. Y.

LIBER 13 PAGE 150

LIBER 162 PAGE 196

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

Bond No. 479874

Equity #17,034

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, 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 Six Hundred Fifty Dollars ($650.00), 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 4th day of May, 1965.

WHEREAS by firtue of a power of sale contained in a Mortgage from William F. Anderson and Joanne B. Anderson, bearing date on or about August 29, 1959, the said Louis M. Strauss was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made inthe payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss has executed said power and made sale of the property described as aforesaid in said Mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

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

SIGNED, SEALED AND DELIVERED in the presence of

Louis M. Strauss (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Additional Bond approved this 4th day of May, 1965

Louis M. Phipps, Clerk

Ethel M. Carle, as to both

FILED

1965 MAY 4 PM 3 21

12

LIBER 162 PAGE 197

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM W. ANDERSON, et al.

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,034 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.

May 26, 1965

John H. Hopkins, IV, Auditor.

FILED

1965 MAY 26 PM 4:00

FINAL ORDER

ORDERED BY THE COURT, this 11th day of June, 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: R. E. Wayson, deputy

FILED

1965 JUN 11 PM 3:44

12

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM W. ANDERSON, et al

LIBER 162 PAGE 198

In Acct. with LOUIS M. STRAUSS, Attorney named in Mortgage

					Cr.	
1965, March 25						
Proceeds of Sale	5,650	00				
Interest on deferred payment of $5,150.00 from						
3/25/65 to 4/25/65	51	50	5,701	50		
					5,701	50
To Attorney for fee, viz:	100	00				
To Attorney for Commissions, viz:	201	03	301	03		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	31	50				
Auditor - stating this account	35	00	76	50		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	71	76				
Capital-Gazette Press - Order nisi, sale	15	00				
George W. Scible - auctioneer's fee	35	00				
Globe Indemnity Co. - bond premium	23	00				
One-half cost documentary stamps	9	90				
Mildred F. Bean - notary fees	1	50	156	16		
To Capital City Federal Savings & Loan Assn.						
Mortgage claim in full as filed	4,676	08				
Interest on principal balance of $4,743.16 from						
3/1/65 to 6/11/65 - 102 days @ 6%	73	40	4,749	48		
To William W. Anderson and Joanne B. Anderson,						
his wife, this surplus	418	33	418	33		
					5,701	50

LIBER 162 PAGE 199

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLENN W. JONES
3213 Toledo Place
Hyattsville, Maryland

Plaintiff

-vs-

EQUITY NO. 15,852

OLIVE S. (JONES) LEFFERTY
Towson, Maryland

Defendant

BILL OF COMPLAINT FOR SALE OF REAL PROPERTY IN LIEU OF PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, GLENN W. JONES, by his attorneys, Hoyert & Yoho, respectfully represents unto the Court, as follows:

1. That he is an adult citizen of the United States and a resident of Prince George's County, Maryland, and the Defendant is an adult citizen of the United States and a resident of Towson, Maryland, street address unknown.

2. That by deed dated 26 May 1954 and recorded 14 June 1954, in Liber 839, Folio 95, the Plaintiff and Defendant purchased and were conveyed the following described unimproved property known as Lot 136, Section 1, Sunrise Beach, Anne Arundel County, Maryland.

3. That subsequently the Plaintiff and Defendant were absolutely divorced.

4. That since the aforesaid divorce, the Plaintiff and Defendant have not been able to agree upon settling the aforesaid property by selling or otherwise, and that the said property cannot be partitioned without material injury to its value because of its limited size.

5. That since the aforesaid divorce, expenses have been incurred against said property.

6. That it is necessary that a Trustee be appointed in order for a sale to be made of the aforesaid property; that it is necessary that the Trustee

FILED

1963 SEP 11 AM 10:34

LAW OFFICES
HOYERT & YOHO
COLLEGE PARK
OFFICE BUILDING
COLLEGE PARK, MD.
APPLETON 7-3010

be given authority to sell the said property at the highest market price, to give a marketable title to the purchaser; to receive the proceeds from said sale; to have the sale audited, and to have the said sale ultimately ratified by this Court; and to make disbursement to the Plaintiff and Defendant according to their respective property rights, after payment of the necessary costs.

TO THE END THEREFORE:

1. That a Trustee be appointed to have the property appraised and to sell it at no less than the appraised value, and to make his proper report to this Court.

2. And for such other and further relief as this Honorable Court may deem just and proper.

3. That the usual Order of Publication issue notifying the Defendant of the action taken herein.

Glenn W. Jones
GLENN W. JONES

HOYERT & YOHO
Attorneys for the Plaintiff

By Bill L. Yoho
BILL L. YOHO
College Park, Maryland, AP. 7-3010

JOHN S. COLLINS, Esq.
22 Baltimore-Annapolis Blvd. N.E.
Glen Burnie, Md. 21061
SOuthfield 6-1877

STATE OF MARYLAND)
) SS:
COUNTY OF PRINCE GEORGE'S)

I hereby certify that on this 5th day of ~~January~~ May, 1963, before me, a Notary Public in and for the State and County aforesaid, personally appeared GLENN W. JONES, and after being duly sworn on oath, deposed and said that he has read the foregoing Bill of Complaint and that the matters and things stated therein are true to the best of his knowledge, information and belief.

Witness my hand and notarial seal.

Florence Klein
Notary Public, Maryland
My commission expires ~~6 May 1963~~
3, May, 1965

LIBER 162 PAGE 201

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLENN W. JONES Plaintiff	)	
-vs-	)	EQUITY NO. 15,857
OLIVE S. (JONES) LEFFERTY Defendant	)	

PETITION FOR ISSUANCE OF ORDER OF PUBLICATION

The Plaintiff, GLENN W. JONES, by his attorneys, Hoyert & Yoho, represents to the Court, as follows:

1. That two summonses have been issued against the Defendant, Olive S. (Jones) Lefferty, and have been returned "non-est", as will more fully appear by referring to the returns of service filed in this cause;

2. That it will be necessary to notify the Defendant by Order of Publication.

WHEREFORE, the Plaintiff prays:

1. That this Court grant an Order directing that an Order of Publication be issued against the Defendant herein.

HOYERT & YOHO
Attorneys for the Plaintiff

By _____
BILL L. YOHO

LAW OFFICES
HOYERT & YOHO
COLLEGE PARK OFFICE BLDG.
COLLEGE PARK, MARYLAND
APPLETON 7-3010

ROBERT A. DIEMER
CITIZENS BANK BUILDING
WASHINGTON 28, D. C.
REDWOOD 5-5300

FILED
1964 OCT -9 AM 9:59

LIBER 162 PAGE 202

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLENN W. JONES Plaintiff	)	
-vs-	)	EQUITY NO. 15,857
OLIVE S. (JONES) LEFFERTY Defendant	)	

ORDER OF COURT GRANTING ORDER OF PUBLICATION

Upon consideration of the Plaintiff's Petition for Issuance of Order of Publication, it is, this 9th day of October, 1964, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED, that the Clerk of this Court issue an Order of Publication against the Defendant in this cause.

E Barnard Lindsay

JUDGE, Circuit Court for Anne Arundel County, Maryland

FILED

1964 OCT -9 PM 2:23

4

LIBER 162 PAGE 203

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLENN W. JONES 3213 Toledo Place Hyattsville, Maryland Plaintiff	)	
-vs-	)	EQUITY NO. 15,857
OLIVE S. (JONES) LEFFERTY Towson, Maryland Defendant	)	

ORDER OF PUBLICATION

The object of this suit is for appointment of Trustee for sale of real property in lieu of partition, and the Bill of Complaint, in substance, states as follows:

That the Plaintiff is an adult citizen and resident of Prince George's County, Maryland, and the Defendant is an adult citizen and resident of Towson, Maryland, street address unknown; That by deed dated 26 May 1954 and recorded 14 June 1954 in Liber 839, Folio 95, the Plaintiff and Defendant purchased and were conveyed the following described unimproved property known as Lot 136, Section 1, Sunrise Beach, Anne Arundel County, Maryland; That subsequently the Plaintiff and Defendant were absolutely divorced; That the Plaintiff and Defendant have not been able to agree upon settling the property by selling or otherwise, and that said property cannot be partitioned without injury to its value because of its limited size; That expenses have been incurred against said property; That it is necessary that a Trustee be appointed in order to sell the aforesaid property at the highest market price, to give a marketable title to the purchaser, to receive the proceeds from said sale, to have sale audited and ultimately ratified by this Court, and to make disbursement to the Plaintiff and Defendant according to their respective property rights, after payment of necessary costs.

The Plaintiff prays that a Trustee be appointed to have property appraised and sold at no less than the appraised value, and to make proper

report to this Court, and that he may have such other and further relief as this Honorable Court may deem just and proper.

IT IS, THEREUPON, this 9th day of October, 1964, by the Circuit Court for Anne Arundel County, Maryland, sitting as a Court of Equity,

ORDERED, that the Plaintiff cause a copy of this Order to be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of four (4) successive weeks, before the 16th day of November, 1964, giving notice to the said non-resident defendant of the object and substance of the said Bill and warning her to appear in this cause in person or by solicitor and to file her initial pleadings therein, on or before the 18th day of December 1964, or, in the alternative, by causing a copy of this Order to be personally served on the said non-resident Defendant one month before the last mentioned date.

Louis N. Phipps
CLERK, Circuit Court for
Anne Arundel County, Maryland

HOYERT & YOHO
Attorneys for the Plaintiff
202 College Park Office Building
College Park, Maryland
AP. 7-3010

HOYERT & YOHO, Attys.,
202 College Park Office Bldg.
College Park, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
EQUITY NO. 15,857

GLENN W. JONES
3213 Toledo Place
Hyattsville, Maryland
Plaintiff

vs

OLIVE S. (JONES) LEFFERTY
Towson, Maryland
Defendant

Order Of Publication.

The object of this suit is for appointment of Trustee for sale of real property in lieu of partition, and the Bill of Complaint, in substance, states as follows:

That the Plaintiff is an adult citizen and resident of Prince George's County, Maryland, and the Defendant is an adult citizen and resident of Towson, Maryland, street address unknown; That by deed dated 26 May 1954 and recorded 14 June 1954 in Liber 839, Folio 95, the Plaintiff and Defendant purchased and were conveyed the following described unimproved property in known as Lot 136, Section 1, Sunrise Beach, Anne Arundel County, Maryland; That subsequently the Plaintiff and Defendant were absolutely divorced; That the Plaintiff and Defendant have not been able to agree upon settling the property by selling or otherwise, and that said property cannot be partitioned without injury to its value because of its limited size; That expenses have been incurred against said property; That it is necessary that a Trustee be appointed in order to sell the aforesaid property at the highest market price, to give a marketable title to the purchaser, to receive the proceeds from said sale, to have sale audited and ultimately ratified by this Court, and to make disbursement to the Plaintiff and Defendant according to their respective property rights, after payment of necessary costs.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 205

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 9, 1964

We hereby certify, that the annexed

Order of Publication
Equity No. 15,857
"Glenn W. Jones"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of December, 1964. The first insertion being made the FILED 5th day of October, 1964.

1964 NOV 10 PM 1:05

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

The Plaintiff prays that a Trustee be appointed to have property appraised and sold at no less than the appraised value, and to make proper report to this Court, and that he may have such other and further relief as this Honorable Court may deem just and proper.

IT IS THEREUPON, this 9th day of October, 1964, by the Circuit Court for Anne Arundel County, Maryland, sitting as a Court of Equity,

ORDERED, that the Plaintiff cause a copy of this Order to be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of four (4) successive weeks, before the 16th day of November, 1964, giving notice to the said non-resident defendant of the object and substance of the said Bill and warning her to appear in this cause in person or by solicitor and to file her initial pleadings therein, on or before the 18th day of December, 1964, or, in the alternative, by causing a copy of this Order to be personally served on the said non - resident Defendant one month before the last mentioned date.

LOUIS N. PHIPPS
Clerk, Circuit Court
for Anne Arundel
County, Maryland

HOYERT & YOHO
Attorneys for the Plaintiff
202 College Park Office Bldg.
College Park, Maryland
AP. 7-3010

True Copy: TEST:
LOUIS N. PHIPPS, Clerk N-5

LIBER 162 PAGE 207

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLENN W. JONES)
)
Plaintiff)
)
-vs-) EQUITY NO. 15,857
)
OLIVE S. (JONES) LEFFERTY)
)
Defendant)

ORDER OF COURT

It appearing to the Court that the Defendant, OLIVE S. (JONES) LEFFERTY, has been duly notified of these proceedings by a copy of the Order of Publication entered herein, and it appearing that she has failed to appear and show cause why the relief prayed should not be granted, although the time limit for such appearance has expired; it is, this 28th day of December, 1964, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED, that the Plaintiff is entitled to relief as prayed, and that judgment by default is hereby entered against the Defendant; and it is further

ORDERED, that Basil A. Tate be, and he is hereby appointed Trustee to represent the Defendant, OLIVE S. (JONES) LEFFERTY, and that said Trustee file a bond in the sum of $1,000.00 with this Court; and it is further

ORDERED, that the said Trustee be, and he is hereby authorized and directed to have the subject property appraised by two independent real estate appraisers to ascertain a fair market value of said property; that the bond heretofore mentioned be amended to reflect any adjusted price by virtue of said appraisals; that he is hereby authorized to consider any and all private offers of at least the minimum fair market value as set by said appraisers; that he is hereby authorized to accept the highest private offer

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1964 DEC 31 AM 10:44

LAW OFFICES
HOYERT & YOHO
COLLEGE PARK OFFICE BLDG.
COLLEGE PARK, MARYLAND
APPLETON 7-3010

ROBERT A. DIEMER
CITIZENS BANK BUILDING
WASHINGTON 28, D. C.
REDWOOD 5-5000

prior to the 16th day of February, 1965, or in the alternative, if no private offers be received of at least the minimum fair market value as set by the appraisers, then and in that event, he is hereby authorized to advertise that a public sale will take place concerning the subject property in some local newspaper in general circulation in Anne Arundel County, Maryland, for four (4) consecutive weeks, and that he is hereby authorized to sell said property for the highest price obtainable at said public sale; and in either event, that said Trustee make a report of sale to this Court, at which time this cause be referred to the Auditor; and in due course, the said Trustee convey the subject property to the successful purchaser; and that the proceeds of sale be applied to the costs of these proceedings, and the residue, if any, be paid over to the respective parties hereto in proportion to their respective interests, subject to ratification and Order of this Court.

O Bowie Duckett

JUDGE, Circuit Court for
Anne Arundel County, Maryland

BOND NO. 1218632

LIBER 162 PAGE 209 No. 15,857 Equity

BOOK 13 PAGE 14

Trustee in Partition

KNOW ALL MEN BY THESE PRESENTS, That we Bill L. Yoho, Trustee, of college Park, Maryland and The Travelers Indemnity Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this Fifth day of January, in the year of our Lord one thousand nine hundred and sixty five.

WHEREAS, by an order of the Circuit Court for Anne Arundel County, Maryland, Equity Number 15857 dated the Twenty-Eighth of December, nineteen hundred and sixty four a Bill of complaint concerning Sale of real property in lieu of Partition, said Court did appoint Bill L. Yoho, Trustee, to sell the property described in said Bill of Complaint and known generally as unimproved property Lot 136 , Section #1, Sunrise Beach, Anne Arundel County, Maryland.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Bill L. Yoho, Trustee, shall faithfully perform the trust reposed in him by said order of the Circuit Court for Anne Arundel County, Maryland, in relation to the sale of the property described in the Bill of Complaint or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Bill L. Yoho, Trustee, and the signature of the said The Travelers Indemnity Company by its Attorney-in-Fact, and its corporated seal hereunto affixed.

Signed, sealed and delivered in the presence of

Florence L Kent

Bill L. Yoho (Seal)

_____ (Seal)

Surety Approved the ____ day of _____

BY: _____

THE TRAVELERS INDEMNITY COMPANY

BY: _____
Robert E. Lee, Jr.,
Attorney-in-Fact

Bond approved this 8th day of January, 1965

Julia M. Phipps, Clerk

FILED

1965 JAN -8 AM 9:30

BUS. SPRUCE 2-6500
RES. WARFIELD 7-4105

LIBER 162 PAGE 210

J. Randall Walcroft, Realtor

REAL ESTATE - APPRAISALS - SALES - INSURANCE

6519 ANNAPOLIS ROAD
BOX 213
BLADENSBURG, MD.

March 1, 1965

Mr. Bill L. Yoho
Attorney-at-Law
College Park Office Building
College Park, Maryland

RECEIVED
MAR 2 1965
BOYERT & YOHO
ATTORNEYS AT LAW
COLLEGE PARK, MD.

Re: Jones & Jones Property
Lot 136, Section #1
Sunrise Beach
Crownsville, Maryland

Dear Mr. Yoho:

Pertinent to your request for an estimate of value of the above described property, the following is submitted for your information:
the property and area was viewed in January.

Lot 136 in Section 1 of the subdivision of Sunrise Beach, Anne Arundel County, Maryland, is a level lot heavily wooded with an area of approximately 12,000 square feet. The lot fronts on county maintained macadam road and is approximately four blocks from the Severn River.

Sunrise Beach is a community of single family detached dwellings ranging in value from $14,000.00 to $20,000.00, and although the community was originally planned to be a vacation-type summer colony a large percentage of the population maintain a permanent residence.

Electrical service from Baltimore Gas and Electric Company is the only utility in the area, water supply is from individual wells and sewerage disposal is by means of individual disposal plants.

Lot values are determined by the distance of the property from the water. According to information obtained in the area, the range of values begin with lots nearest the water ranging from $1,000 to $1,200 and terminate with lots furtherest from the water in a price range of from $500 to $600. Since Lot 136 in Section 1 is in an area approximately 3/5 of the distance from the maximum value to the minimum value, it is believed a value amounting to 3/5 of the maximum $1,200 value or $720 would be fair and reasonable.

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1965 MAR -4 AM 9:32

EXHIBIT

Improvements ranging from $14,000 to $20,000 would normally indicate a much greater lot value than the values placed on lots by owners and agents. This condition is evidently the result of poor or mediocre public acceptance resulting in slow development.

Very truly yours,

J. Randall Walcroft
Appraiser

11 3

ANATH J. BRIGHT, SRA

LIBER 162 PAGE 212

REAL ESTATE APPRAISER
LAND CONSULTANT

6001 BALTIMORE AVENUE
RIVERDALE, MARYLAND
WARFIELD 7-5275

January 28, 1965

Mr. Bill L. Yoho, Attorney
College Park Office Building
College Park, Maryland
20740

Re: Jones & Jones
Lot 136, Section #1
Sunrise Beach
Crownsville, Maryland

Dear Mr. Yoho:

As per your request, I have appraised the above described property.

SITE DATA - The subject site is located in a recorded subdivision known as Section 1, Sunrise Beach, Anne Arundel County, Maryland. The lot is level and heavily wooded, and is approximately 12,000 square feet in area. The road upon which the subject site fronts is macadem and is maintained by the Anne Arundel County Council.

NEIGHBORHOOD DATA - The subject site is approximately four blocks from the Severn River, and is located among single family dwellings ranging in money value from $14,000 to $23,000. Although the original intention of the subdividers of Sunrise Beach was to create a community of summertime beach cottages, approximately 90% of the owners of residences in Sunrise Beach are year-round residents. The area is served by public electricity, provided by Baltimore Gas and Electric Co., but it does not have public water or sanitary facilities. Police service is provided by the Anne Arundel County Police out of the Ferndale Station and fire protection by the Herald Harbor Volunteer Fire Company. Growth of this community has been at a slow pace.

ESTIMATE OF LAND VALUE - After discussion with a Realtor located in the vicinity of the subject site, it was found that comparable sites have a money value of $500 to $1,000; the variation being brought about by the distance of the lot from the Severn River. Based on the foregoing facts and information, it is my opinion that the money value of the subject property as of January 28, 1965 is

SEVEN HUNDRED DOLLARS($700.00)

Very truly yours,

Anath J. Bright

AJB:ep

ANATH J. BRIGHT

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EXHIBIT

LIBER 162 PAGE 213

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

GLENN W. JONES	)	
	)	
Plaintiff	)	
	)	
-vs-	)	EQUITY NO. 15,857
	)	
OLIVE S. (JONES) LEFFERTY	)	
	)	
Defendant	)	

REPORT OF SALE

The Report of Sale of BILL L. YOHO, TRUSTEE, represents to the Court, as follows:

1. That pursuant to the Order of Court dated 28 December 1964, Bill L. Yoho, Trustee, did have the property, the subject of these proceedings, appraised by two independent real estate appraisers to ascertain a fair market value of said property, copies of said written appraisals are attached hereto and made a part hereof;

2. That the appraisers appraised the property at $700.00 and $720.00 respectively;

3. That pursuant to the Order of Court, the Trustee did offer, at private sale, to the highest bidder, the property mentioned in these proceedings, being Lot 136, Section 1, Sunrise Beach, Anne Arundel County, Maryland, and he did sell the same to Russell P. Smith prior to 16 February 1965, at and for the sum of $900.00;

4. That the Trustee further reports that the sale was fairly made and that it brought a fair price;

WHEREFORE, the Trustee prays:

1. That this Court ratify the sale of the subject property to Russell P. Smith, for the sum of $900.00;

2. That this cause be referred to the Auditor;

3. That upon the Auditor reporting to this Court, that the Trustee join

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LAW OFFICES
HOYERT & YOHO
COLLEGE PARK OFFICE BLDG.
COLLEGE PARK, MARYLAND
APPLETON 7-3010

ROBERT A. DIEMER
CITIZENS BANK BUILDING
WASHINGTON 28, D.C.
REDWOOD 5-5800

with the said Glenn W. Jones in conveying the interests of the said Defendant, Olive S. (Jones) Lefferty to the successful bidder;

4. That upon payment of all costs in these proceedings, that the Trustee pay the balance sums over to the respective parties hereto in proportion to their respective interests.

BILL L. YOHO, Trustee

STATE OF MARYLAND)
) SS:
COUNTY OF PRINCE GEORGE'S)

I hereby certify that on this 3rd day of March, 1965, before me, a Notary Public in and for the State and County aforesaid, personally appeared Bill L. Yoho, Trustee, and after being duly sworn on oath, acknowledged that the matters stated in the foregoing Report of Sale are true to the best of his knowledge and information.

Witness my hand and notarial seal.

(Seal)

Notary Public, Maryland
My commission expires 3 May 1965

ORDER NISI

LIBER 162 PAGE 215

GLENN W. JONES

versus

OLIVE S. (JONES) LEFFERTY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,857 Equity

Ordered, this 4th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Bill L. Yoho, 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 $ 900.00

Clerk.

True Copy,

TEST: Clerk.

John S. Collins, Esq.
(Final Order)

Maryland Gazette (for Mar. 18 edition)

GLENN W. JONES

versus

OLIVE S. (JONES) LEFFERTY

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.

JUDGE.

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1965 APR 21 PM 12:26

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,857 Equity
GLENN W. JONES
versus
OLIVE S. (JONES) LEFFERTY

Ordered, this 4th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Bill L. Yoho, 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 $900.00.

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 162 PAGE 216

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,857

Olive S. (Jones) Lefferty

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.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus

FILED 1965 APR 15 AM 9:59

No. M. G. 4252

In the Case of

GLENN W. JONES

VS.

OLIVE S. (JONES) LEFFERTY

In the

Circuit Court

For

Anne Arundel County

No. 15,857 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 APR 29 PM 2:13

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. Funkhouser, deputy

FILED
1965 MAY 17 AM 11:49

17

18

Dr. Glenn W. Jones
VS
Olive S. (Jones) Lefferty

LIBER 162 PAGE 218

In Acct. with Bill L. Yoho, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			900	00		
						900	00
To	Trustee for commission, viz	54	00				
				54	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	41	50				
	Auditor, this account	35	00				
				86	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Order of Publication & Nisi - sale	123	52				
	Taxes 1960-1964	71	04				
	Maintenance charges, 1958-1964	121	00				
	Anath J. Bright, appraisal	50	00				
	J. Randall Walcroft, appraisal	50	00				
	Travelers Indemnity Co. - bond	10	00				
				425	56		
	Balance for Distribution $333.94						
	DISTRIBUTION						
To	Glenn W. Jones, ½	166	97				
To	Olive S. (Jones) Lefferty, ½	166	97				
				333	94		
						900	00

LIBER 162 PAGE 219

Madison and Bradford Savings and Loan Association, Inc.	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Ernest Buttner and Kadrin Buttner, wife	:	ANNE ARUNDEL COUNTY
	:	No. 16,460 Equity
	:	
	: : : : : : :	

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represents

That on the 10th day of April, 1964 the defendants executed and delivered to said body corporate a mortgage upon certain fee-simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $30,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That said mortgage is now in default.

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

AND as in duty, &c.

Robert L. Stocksdale

Robert L. Stocksdale, Attorney for Plaintiff

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1964 JUL -9 AM 9:46

LIBER 162 PAGE 220

BOOK 1747 PAGE 437 No. 16,460 Equity

This Mortgage, Made this 10th day of April - - - , in the year one thousand, nine hundred and sixty-four - - - , between Ernest Buttner and Kadrin Buttner, his wife, of Anne Arundel County ---------- , in the State of Maryland, Mortgagors , and Madison and Bradford Savings and Loan Association, Inc., - - - - - - - - - - - - a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors , being members of said body corporate, have received therefrom an advance of Thirty Thousand - Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of Two Hundred and Sixty-two - Dollars, on or before the ~~first~~ 10th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

The mortgagors further covenant and agree that in the application of the monthly installments as above set forth, said mortgagee shall have the right to adjust said monthly installments, at any time, to compensate for any increases in the amount of taxes, ground rent, or other expenses appertaining to the mortgaged premises.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns. all those - lots of ground situate and lying in 3rd Election District of Anne Arundel County, [redacted], in said State, and described as follows:

BEGINNING for the first at a point at the intersection of the southerly line of a 20 foot right-of-way with the northeasterly line of Laurel Drive (forty feet wide) as shown on the Plat entitled "Revised Plat, Section A, Laurel Acres" filed among the Land Records of Anne Arundel County; thence running along the southerly line of said 20 foot right-of-way North 71 degrees 43 minutes East 64.47 feet; thence continuing along the southerly line of said right=of-way by a line curving to the left with a radius of 238.45 feet, a distance of 58.73 feet; thence leaving said right-of-way and running south 32 degrees 23 minutes 40 seconds East 128.33 feet; thence running parallel to and 12 feet northwesterly from, when measured at right angles thereto, the dividing line between Lots 34 and 35 as shown on the above mentioned plat South 48 degrees 25 minutes West 85 feet to the northeasterly line of Laurel Drive; thence running along the northeasterly line of said Drive North 47 degrees 50 minutes West 171.15 feet to the beginning. Containing 0.348 acres. Being a portion of Lot No. 34 as shown on the"Revised Plat, Section A, Laurel Acres" filedamong the Land Records of Anne Arundel County in Plat Book 24, folio 24.

BEING the same lotof ground which by Deed dated November 4, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1164, folio 55 was granted and conveyed by Maude T. Orain, widow, et al, unto the mortgagors herein named, in fee simple.

BEGINNING for the second at an iron pipe heretofore set on the southeast side of Lake Shore Road (also known as Lake Shore Drive) at the distance of 200 feet measured southwesterly along the southeast side of Lake Shore Road for the westernmost corner of the land which by Deed dated October 24, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 469 was conveyed by M. J. Swift & Co. Inc. to Wendell I. Gering and wife and running thence and binding on the southeast side of Lake Shore Road as now surveyed South 43 degrees 00 minutes 30 seconds West 289.25 feet to the land which by Deed dated June 17, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 141, folio 21 was conveyed by M. J. Swift & Co., Inc. to Cecelia Lindemann, thence binding on said land South 46 degrees 59 minutes 30 seconds East 595.60 feet to an iron pipe and South 43 degrees 00 minutes 30 seconds West 300 feet to an iron pipe and to the land which by Deed dated April 26, 1939 and recorded among the aforesaid Land Records in Liber J.H.H. No. 196, folio 455 was conveyed by M. J. Swift and Co., Inc. to Casimir Malinowski and wife; thence binding on said land South 46 degrees 59 minutes 30 seconds East 275.60 feet; thence for lines of division North 43 degrees 00 minutes 30 seconds East 100.0 feet to an iron pipe and South 46 degrees 59 minutes 30 seconds East 869.62 feet tointersect the last line of the land which by Deed dated September 9, 1940 and recorded among the aforesaid Land Records in Liber J.H.H. No. 224, folio 184 was conveyed by Joseph H. Pepper, County Treasurer to Edward A. Looper; thence with part of said last line as now surveyed, North 2 degrees 25 minutes 56 seconds East 92.82 feet to an iron pipe, the beginning of said last mentioned line; thence binding on a part of the first line of said last mentioned land as now surveyed North 47 degrees 06 minutes 15 seconds East 419.82 feet to an iron pipe and thence for a line of division North 46 degrees 59minutes 30 seconds West 1,710.43 feet to the beginning. Containing 16.965 acres of land, more or less, as surveyed by Albert E. Pohrner, Registered Land Surveyor, in February, 1951. Together with a right-of-way of the present existing 30-foot Roads located on the Swift Development and other proposed roads that might be opened at a later date, to be used in common with others thereto and also together with the privilege to use the Community Waterfront and Beach laid out at Cockey's Creek to be used in common with other lots and property owners.

BEING the same lot of ground which by Deed dated February 5, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.M.P. No. 1635, folio 512, was granted and conveyed by Vernon L. Nicklas, widower, unto Ernest Buttner and wife, as to an undivided 2/3rds interest; and unto John Nicolosi, as to an undivided 1/3rd interest. See also Deed dated January 15, 1964 and intended to be recorded among the aforesaid Land Records immediately prior hereto wherein the said John Nicolosi and Rose Nicolosi, his wife, conveyed all of their title in and to the undivided 1/3rd interest unto the mortgagors herein named.

59.30

LIBER 162 PAGE 222

BOOK 1747 PAGE 439

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 assign to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR , and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

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

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 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 for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the 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 Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the 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 Mortgagor s hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or Robert L. Stocksdale , 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 One Hundred / /- - -Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor s, their - - - - - - - - - - - - - heirs, personal representatives or assigns, or to whoever may be entitled to the same.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

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LIBER 162 PAGE 223

WITNESS the hand and seal of the said Mortgagor s. BOOK 1747 PAGE 440

WITNESS:

Robert L. Stocksdale

Ernest Buttner (SEAL)
Ernest Buttner

(SEAL)

Kadrin Buttner (SEAL)
Kadrin Buttner

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of April - - - - - - -, 1964, before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore County, personally appeared Ernest Buttner and Kadrin Buttner, his wife, mortgagors herein named, - - - - - - and they acknowledged the aforegoing mortgage to be their - - - - - - - - act. At the same time also appeared - - - - - - - - - - - - - - - - - Frank R. Elsnic, 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.

Robert L. Stocksdale
Notary Public

ROBERT L. STOCKSDALE ★ BALTIMORE CO., MD. NOTARY PUBLIC

Rec'd for record Apr 21 1964 at 10:34 A.M. ROBERT L STOCKSDALE

Mailed to Dobihal & Stocksdale

OA

MORTGAGE

FROM

Ernest Buttner,

and wife

TO

Madison and Bradford Savings

and Loan Association, Inc.

BLOCK NO.

Received for Record 196

at o'clock M. Same day recorded in

Liber No. Folio etc.

one of the Land Records of Baltimore City

and examined per Clerk.

Cost of Record, $

DOBIHAL AND STOCKSDALE
ATTORNEYS AT LAW
6721 HARFORD ROAD, COR. NORTHWAY DRIVE
BALTIMORE 34, MD.

PLAINTIFFS EXHIBIT No 1

LIBER 162 PAGE 224

STATEMENT OF MORTGAGE CLAIM

Madison and Bradford Savings and Loan Association, Inc.	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Ernest Buttner and Kadrin Buttner, wife	:	ANNE ARUNDEL COUNTY
	:	No. 16,460 Equity

: : : : :

Original Loan	$30,000.00
Paid off	5.95
Balance of Loan	29,994.05
Interest due for 3 months	538.41
Due Association	$30,532.46

Madison and Bradford Savings
and Loan Association, Inc.

By: Henry R. Elsnic
Henry R. Elsnic, Exec. Vice-Pres.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, that on this 6th day of July, 1964, before me a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Henry R. Elsnic, Executive Vice President of Madison and Bradford Savings and Loan Association, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Robert L. Stocksdale
Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE NOTARY PUBLIC BALTIMORE CO. MD.

FILED

1964 JUL -9 AM 9:46

LIBER 162 PAGE 225

Madison and Bradford Savings and Loan Association, Inc.	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Ernest Buttner and Kadrin Buttner, wife	:	ANNE ARUNDEL COUNTY
	:	No. 16,460 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 Baltimore County, personally appeared Henry R. Elsnic, Executive Vice President of Madison and Bradford Savings and Loan Association, Inc. and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act 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.

Madison and Bradford Savings
and Loan Association, Inc.

By: Henry R. Elsnic
Henry R. Elsnic, Exec. Vice Pres.

Subscribed and sworn to before me
this 8th day of July, 1964.

Robert L. Stocksdale
Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE ★ NOTARY PUBLIC ★ BALTIMORE CO., MD.

FILED

1964 JUL -9 AM 9:46

LIBER 162 PAGE 226

DECREE FOR SALE OF MORTGAGE PREMISES

Madison and Bradford Savings and Loan Association, Inc.	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Ernest Buttner and Kadrin Buttner, wife	:	ANNE ARUNDEL COUNTY
	:	No. 16,460 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 13th day of July, 1964, by the Circuit Court of 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 Robert L. Stocksdale, 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 thirty thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given, by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, at lease once in each week for three successive weeks, the first such publication to be not less than (15) fifteen days prior to sale and the last ~~such publication~~ to be not more than one week prior to sale (Md. Rule W 74-2 (1), 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 all 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.

O. Bruce Duckett
Judge

FILED

1964 JUL 13 PM 12:00

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

LIBER 162 PAGE 227

No. 16,460 Equity

BOOK 12 PAGE 522

Know All Men by These Presents:

THAT WE Robert L. Stocksdale

6721 Harford Road, Baltimore 34, Maryland

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty Thousand and No/100 - ($30,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 16th day of September in the year nineteen hundred and 64

WHEREAS, the above bounden Robert L. Stocksdale by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Md., has been appointed trustee to sell Lot 34 Section A Laurel Acres, Anne Arundel County, Md. and 16.9658 Acres of Unimproved Land located in Lakeshore Drive, Anne Arundel County, Maryland

mentioned in the proceedings in the case of Madison and Bradford, Savings and Loan Association, Inc.

vs.

Ernest Buttner and Cadrin Buttner

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Robert L. Stocksdale

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

Ruth M. Fay
Ruth M. Fay

Robert L. Stocksdale [SEAL]
Robert L. Stocksdale

[SEAL]

GLENS FALLS INSURANCE COMPANY

By D. A. Miller, [SEAL]
D. A. Miller, Attorney

FILED
1964 SEP 17 AM 8:39

Form 15195
Bond approved this 17th day of Sept., 1964
Louis M. Phipps, Clerk

DOBIHAL & STOCKSDALE,
Attorneys
6721 Harford Road
Baltimore 34, Maryland

Trustee's Sale

VALUABLE IMPROVED AND UNIMPROVED FEE SIMPLE PROPERTY

LAUREL ACRES AND LAKE SHORE DRIVE, SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity, Madison and Bradford Savings & Loan Association, Inc., vs Ernest Buttner and Kadrin Buttner, his wife, the undersigned Trustee will sell at public auction, on the premises on

THURSDAY, SEPTEMBER 17, 1964, AT TIMES HEREINAFTER MENTIONED AT 2 O'CLOCK P.M.

BEGINNING for the first at a point at the intersection of the southerly line of a 20 foot right-of-way with the northeasterly line of Laurel Drive (forty feet wide) as shown on the Plat entitled "Revised Plat, Section A, Laurel Acres", filed among the Land Records of Anne Arundel County; thence running along the southerly line of said 20 foot right-of-way North 71 degrees 43 minutes East 64.47 feet; thence continuing along the southerly line of said right-of-way by a line curving to the left with a radius of 238.45 feet, a distance of 58.73 feet; thence leaving said right-of-way and running south 32 degrees 23 minutes 40 seconds East 128.33 feet; thence running parallel to and 12 feet northwesterly from, when measured at right angles thereto, the dividing line between Lots 34 and 35 as shown on the above mentioned plat South 48 degrees 25 minutes West 85 feet to the northeasterly line of Laurel Drive; thence running along the northeasterly line of said Drive North 47 degrees 50 minutes West 171.15 feet to the beginning. Containing 0.348 acres. Being a portion of Lot No. 34 as shown on the "Revised Plat, Section A laurel Acres" filed among the Land Records of Anne Arundel in Plat Book 24, folio 24.

No. 10

Improved by an INDIVIDUAL BRICK AND STONE SPLIT LEVEL DWELLING, containing 0.348 acres, more or less, in Laurel Acres.

AT 2:30 O'CLOCK P.M.

BEGINNING for the second at an iron pipe heretofore set on the southeast side of Lake Shore Road (also known as Lake Shore Drive) at the distance of 200 feet measured southwesterly along the southeast side of Lake Shore Road for the westernmost corner of the land which by Deed dated October 24, 1946, and recorded among the Land Records of Anne

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 228

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 19 1964

We hereby certify, that the annexed

Trustee's Sale

Ernest Buttner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 17th day of September, 1964. The first insertion being made the 20th day of August, 1964.

FILED 1964 SEP 21 PM 3 11

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Arundel County in Liber J.H.H. No. 385, folio 469, was conveyed by M. J. Swift & Co., Inc., to Wendell I. Gering and wife and running thence and binding on the southeast side of Lake Shore Road as now veyed South 43 degrees 00 minutes 30 seconds West 289.25 feet to the land which by Deed dated June 17, 1935 and recorde mong the Land Records of Anne Arundel County in Liber F.A.M. No. 141, folio 21 was conveyed by M. J. Swift & Co. Inc., to Cecelia Lindemann, thence binding on said land South 46 degrees 59 minutes 30 seconds East 595.60 feet to an iron pipe and South 43 degrees 00 minutes 30 seconds West 300 feet to an iron pipe and to the land which by Deed dated April 26, 1939 and recorded among the aforesaid Land Records in Liber J.H.H. No. 196, folio 455 was conveyed by M. J. Swift and Co., Inc., to Casimir Malinowski and wife; thence binding on said land South 46 degrees 59 minutes 30 seconds East 275.60 feet; thence for lines of division North 43 degrees 00 minutes 30 seconds East 100.0 feet to an iron pipe and South 46 degrees 59 minutes 30 seconds East 869.62 feet to intersect the last line of the land which by Deed dated September 9, 1940 and recorded among the aforesaid Land Records in Liber J.H.H. No. 224, folio 184 was conveyed by Joseph H. Pepper, County Treasurer to Edward A. Looper; thence with part of said last line as now surveyed, North 2 degrees 25 minutes 56 seconds East 92.82 feet to an iron pipe, the beginning of said last mentioned line; thence binding on a part of the first line of said last mentioned land as now surveyed North 47 degrees 06 minutes 15 seconds East 419.82 feet to an iron pipe and thence for a line of division North 46 degrees 59 minutes 30 seconds West 1,710.43 feet to the beginning. Containing 16,965 acres of land, more or less, as surveyed by Albert E. Pohrner, Registered Land Surveyor, in February, 1951. Together with a right-of-way of the present existing 30-foot Roads located on the Swift Development and other proposed roads that might be opened at a later date, to be used in common with others thereto and also together with the privilege to use the Community Waterfront and Beach laid out at Cockey's Creek to be used in common with other lots and property owners.

UNIMPROVED and containing 16,965, acres of land, more or less, located on Lake Shore Drive.

TERMS OF SALE: Cash. Deposit $1,500.00 on each property at time and place of sale and balance of the purchase money with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

ROBERT L. STOCKSDALE,
Trustee

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

John M. Miller, Jr.,
President
120-26 W. North Avenue
PL. 2-3580 S-17

DOBIHAL & STOCKSDALE,
Attorney
6721 Harford Road
Baltimore 34, Maryland

Trustee's Sale

VALUABLE IMPROVED AND UNIMPROVED FEE SIMPLE PROPERTY

34 Laurel Drive in LAUREL ACRES and LAKE SHORE DRIVE, Situate in the Third Election District of Anne Arundel Co. Maryland.

By virtue of a decree of the Circuit Court of Anne Arundel County in Equity, Madison and Bradford Savings & Loan Association, Inc., vs Ernest Buttner and Kadrin Buttner, his wife, the undersigned Trustee will sell at public auction, on the premises on

MON., JAN. 25, 1965

At times hereinafter mentioned at

2 O'CLOCK P.M.

BEGINNING for the first at a point at the intersection of the southerly line of a 20 foot right-of-way with the northeasterly line of Laurel Drive (forty feet wide) as shown on the Plat entitled "Revised Plat, Section A, Laurel Acres", filed among the Land Records of Anne Arundel County; thence running along the southerly line of said 20 foot right-of-way North 71 degrees 43 minutes East 64.47 feet; thence continuing along the southerly line of said right-of-way by a line curving to the left with a radius of 238.45 feet, a distance of 58.73 feet; thence leaving said right-of-way and running south 32 degrees 23 minutes 40 seconds East 128.33 feet; thence running parallel to and 12 feet northwesterly from, when measured at right angles thereto, the dividing line between Lots 34 and 35 as shown on the above mentioned plat South 48 degrees 25 minutes West 85 feet to the northeasterly line of Laurel Drive; thence running along the northeasterly line of said Drive North 47 degrees 50 minutes West 171.15 feet to the beginning. Containing 0.348 acres. Being a portion of Lot No. 34 as shown on the "Revised Plat, Section A Laurel Acres" filed among the Land Records of Anne Arundel in Plat Book 24, folio 24.

AT 2:30 O'CLOCK P.M.

Improved by an INDIVIDUAL BRICK AND STONE SPLIT LEVEL DWELLING, containing 0.348 acres, more or less, in Laurel Acres.

BEGINNING for the second at an iron pipe heretofore set on the southeast side of Lake Shore Road (also known as Lake Shore Drive) at the distance of 200 feet measured southwesterly along the southeast side of Lake Shore Road for the westernmost corner of the land which by Deed dated October 24, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 469, was conveyed by M. J.. Swift & Co., Inc., to Wendell I. Gering and wife and running thence and binding on the southeast side of Lake

No.

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 230

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1965

We hereby certify, that the annexed

Trustee's Sale

Ernest Buttner

No. 16,646-Equity

1/65

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of January, 1965. The first insertion being made the 29th day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

1965 JAN 28 PM 2:47

By Johnson

Shore Road as now surveyed South 43 degrees 00 minutes 30 seconds West 289.25 feet to the land which by Deed dated June 17, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 141, folio 21 was conveyed by M. J. Swift & Co. Inc., to Cecelia Lindemann, thence binding on said land South 46 degrees 59 minutes 30 seconds East 595.60 feet to an iron pipe and South 43 degrees 00 minutes 30 seconds West 300 feet to an iron pipe and to the land which by deed dated April 26, 1939 and recorded among the aforesaid Land Records in Liber J.H.H. No. 196, folio 455 was conveyed by M. J. Swiftland Co., Inc., to Casimir Malinowski and wife; thence binding on said land South 46 degrees 59 minutes 30 seconds East 275.60 feet. thence for lines of division North 43 degrees 00 minutes 30 seconds East 100.0 feet to an iron pipe and South 46 degrees 59 minutes 30 seconds East 869.62 feet to intersect the last line of the land which by Deed dated September 9, 1940 and recorded among the aforesaid Land Records in Liber J.H.H. No. 224, folio 184 was conveyed by Joseph H. Pepper, County Treasurer to Edward A. Looper; thence with part of said last line as now surveyed, North 3 degrees 25 minutes 56 seconds East 92.82 feet to an iron pipe, the beginning of said last mentioned line; thence binding on a part of the first line of said last mentioned land as now surveyed North 47 degrees 06 minutes 15 seconds East 419.82 feet to an iron pipe and thence for a line of division North 46 degrees 59 minutes 30 seconds West 1,710.43 feet to the beginning. Containing 16,965 acress of land more or less, as surveyed by Albert E. Pohrner, Registered Land Surveyor, in February, 1951. Together with a right-of-way of the present existing 30 foot Roads located on the Swift Development and other proposed roads that might be opened at a later date, to be used in common with others thereto and also together with the privilege to use the Community Waterfront and Beach laid out at Cockey's Creek to be used in common with other lots and property owners.

UNIMPROVED and containing 16,965 acres of land, more or less, located on Lake Shore Drive.

DIRECTIONS: Mountain Road to Lake Shore Fire House; South of Lake Shore Road 4000 ft. (.8 miles) to property on South East side of Lake Shore Road.

TERMS OF SALE: Cash, Deposit of $1,000 on each property at time and place of sale and balance of the purchase money with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, special paving tax and Anne Arundel County Sanitary Charges, if any, to be adjusted to day of sale. The costs for State and Federal Revenue Stamps to be borne entirely by purchaser or purchasers.

ROBERT L. STOCKDALE,
Trustee

E. T. NEWELL & CO., INC.
Auctioneers
120-26 W. North Avenue
PL. 2-3580 J-21

LIBER 162 PAGE 232

Madison and Bradford Savings and Loan Association, Inc.	:	IN THE
	:	CIRCUIT COURT
vs.	:	of
Ernest Buttner and Kadrin Buttner, wife	:	ANNE ARUNDEL COUNTY

. . . . . .

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, personally appeared Henry R. Elsnic, Executive Vice President of Madison and Bradford Savings and Loan Association, Inc. and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

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

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

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

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

Madison and Bradford Savings and Loan Association, Inc.

By: Henry R. Elsnic
Henry R. Elsnic, Exec. Vice-Pres.

Subscribed and sworn to before me this 29th day of January, 1965.

Robert L. Stocksdale
Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE ★ NOTARY PUBLIC ★ BALTIMORE CO., MD.

FILED
1965 FEB -5 AM 8:58

12

LIBER 162 PAGE 233

AMENDED STATEMENT OF MORTGAGE CLAIM

Madison and Bradford Savings and Loan Association, Inc.	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
Ernest Buttner and Kadrin Buttner, wife	:	ANNE ARUNDEL COUNTY

. . . . . .

Original Loan	$30,000.00
Paid off	499.51
Balance of Loan	29,500.49
Interest due to 2/10/65	1,033.50
Due Association	$30,533.99

Madison and Bradford Savings and Loan Association, Inc.

By: Henry R Elsnic
Henry R. Elsnic, Exec. Vice-Pres.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY, that on this 29th day of January, 1965, before me a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Henry R. Elsnic, Executive Vice-President of Madison and Bradford Savings and Loan Association, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Robert L. Stocksdale
Robert L. Stocksdale, Notary Public

ROBERT L. STOCKSDALE NOTARY PUBLIC BALTIMORE CO., MD.

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1965 FEB -5 AM 8:57

13

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY GERTIFY that on this 25th 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 Henry R. Elsner, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Madison Bradford Sr. & Assn. and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Henry R Elsner (SEAL)
Purchaser

JOHN B. MILLER NOTARY PUBLIC BALTIMORE MD.

Notary Public

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1965 FEB -5 AM 8:58

14

LIBER 162 PAGE 235

REPORT OF SALE

Madison and Bradford Savings and Loan Association, Inc.	*	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
vs.	*	
Ernest Buttner and Kadrin Buttner, his wife	*	

* * * * * * * * * *

TO THE HONORABLE JUDGE OF THE

CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of Robert L. Stocksdale, Trustee, appointed by the decree in the above entitled cause, to make sale of the fee simple property known as 16.965 acres of land, more or less, situate on the Southeast side of Lake Shore Road in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette and The Sun, two daily newspapers published or circulated in Anne Arundel County for more than three successive weeks preceeding the day of sale, said Trustee did pursuant to said notice on Monday, the 25th of January, 1965 at 2:30 p.m. attend on the premises and then and there sold the aforesaid fee simple property known as 16.965 acres of land, more or less, sutuate on the Southeast side of Lake Shore Road, unto Madison and Bradford Savings and Loan Association, Inc., at and for the sum of Eighty-seven hundred ($8700.00) dollars, said Madison and Bradford Savings and Loan Association, Inc., being the highest bidder therefor and said bid being the highest obtainable.

Robert L. Stocksdale, Trustee

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1965 FEB -5 AM 8:58

15

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 4th day of February, nineteen hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Robert L. Stocksdale, 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.

Alan H. Stocksdale

Alan H. Stocksdale, Notary Public

ALAN H. STOCKSDALE NOTARY PUBLIC BALTIMORE CO., MD.

16

ORDER NISI

LIBER 162 PAGE 237

MADISON AND BRADFORD SAVINGS and LOAN ASSOCIATION, INC.

versus

ERNEST BUTTNER AND KADRIN BUTTNER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,460 Equity

Ordered, this 5th day of February, 1965, That the sale of the property in these proceedings mentioned as 16.965 acres, more or less made and reported by Robert L. Stocksdale, 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 $8700.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Robert L. Stocksdale, Atty.

For the Maryland Gazette (Feb. 11th Edition)

(Final Order)

MADISON AND BRADFORD SAVINGS AND LOAN ASSOCIATION, INC.

versus

~~ERNEST BUTTNER AND KADRIN BUTTNER,~~ 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. Bruce Dudley

JUDGE.

FILED

1965 MAR 17 AM 10: 28

17

LIBER 162 PAGE 238

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,460 EQUITY

Madison And Bradford Savings and Loan Association, Inc.

versus

ERNEST BUTTNER AND KADRIN BUTTNER, his wife

Ordered, this 5th day of February, 1965, That the sale of the property in these proceedings mentioned as 16.965 acres, more or less made and reported by Robert L. Stocksdale, 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 $8700.00.

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 ARUNOEL COUNTY AOVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq 16,460

Ernest Buttner $8700.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of March, 1965. The first insertion being made the 11th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

18 No. M. G. 5 1965 MAR 15 PM 4:06

STATE OF MARYLAND, CITY OF BALTIMORE, 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 the City of Baltimore aforesaid, personally appeared Henry R. Elsnic, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Madison Bradford S & L. Assn.) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Henry R. Elsnic (SEAL)
Purchaser

John M. Miller
Notary Public

FILED
1965 FEB -5 AM 8:58

17

LIBER 162 PAGE 240

REPORT OF SALE

Madison and Bradford Savings	*	
and Loan Association, Inc.	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
	*	ANNE ARUNDEL COUNTY
Ernest Buttner and Kadrin Buttner	*	

* * * * * * * * * *

TO THE HONORABLE JUDGE OF THE

CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of Robert L. Stocksdale, Trustee, appointed by the decree in the above entitled cause, to make sale of the fee simple property known as 0.348 acres, more or less, being a portion of Lot No. 34, on the revised plat, Section A, Laurel Acres (Plat Book 24, Folio 24), 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 and The Sun, two daily newspapers published, or circulated in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday, the 25th day of January, 1965, at 2:00 p.m. attend on the premises and then and there sold the aforesaid fee simple property known as 0.348 acres, more or less, being a portion of Lot No. 34, on the revised plat, Section A, Laurel Acres)Plat Book 24, Folio 24), unto Madison and Bradford Savings and Loan Association, Inc., at and for the sum of ($10,000.00) ten thousand dollars, said Madison and Bradford Savings and Loan Association, Inc., being the highest bidder therefor and said bid being the highest obtainable.

Robert L. Stocksdale

Robert L. Stocksdale, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY, Than on this 4th day of February, 1965, before

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1965 FEB -5 AM 8:58

20

me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Robert L. Stocksdale, 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,

Alan H. Stocksdale, Notary Public

ALAN H. STOCKSDALE NOTARY PUBLIC BALTIMORE CO.

ORDER NISI

LIBER 162 PAGE 242

MADISON AND BRADFORD SAVINGS AND LOAN ASSOCIATION, INC.

versus

ERNEST BUTTNER AND KADRIN BUTTNER

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,460 Equity

Ordered, this 5th day of February, 1965, That the sale of the property in these proceedings mentioned as 0.348 acres, more or less made and reported by Robert L. Stocksdale, 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 $ 10,000.00.

Laura N. Phipps Clerk.

True Copy,
Robert L. Stocksdale, Atty

TEST: Clerk.
For the Maryland Gazette(Feb.11th Edition)

(Final Order)

MADISON AND BRADFORD SAVINGS AND LOAN ASSOCIATION, INC.

versus

ERNEST BUTTNER AND KADRIN BUTTNER

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.

O. Bowie Duckett
JUDGE.

FILED

1965 MAR 17 AM 10: 28

22

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,460 EQUITY

Madison and Bradford Savings And Loan Association, Inc.

versus

ERNEST BUTTNER And KADRIN BUTTNER

Ordered, this 5th day of February, 1965, That the sale of the property in these proceedings mentioned 0.348 acres, more or less made and reported by Robert L. Stocksdale, 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 $10,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
M-4

FILED

1965 MAR 15 PM 4:06

No. M. C. 16,460

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 243

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,460
Ernest Buttner $10,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of March, 1965. The first insertion being made the 11th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 162 PAGE 244

In the Case of

MADISON AND BRADFORD SAVINGS &
LOAN ASSOC., INC.

VS.

ERNEST BUTTNER AND
KADRIN BUTTNER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,460 Equity

1965 JUN -2 PM 1:32
FILED

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 18th day of June, 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: R. E. Waysdorf, deputy

FILED
1965 JUN 18 AM 10:49

24

25

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

LIBER 162 PAGE 245

In Acct. with Robert L. Stocksdale, Trustee

				Cr.			
By	Amount of sale, as per Trustee's Report						
	of Sale filed (16.965 acre tract)			8,700	00		
By	Amount of sale, as per Trustee's Report						
	of Sale filed (Lot 34, Laurel Acres)			10,000	00		
By	Interest 6% on purchase price from						
	1/25/65 to 4/27/65			286	73		
						18,986	73
To	Trustee for fee, viz	100	00				
To	Trustee for commission, viz	591	00				
				691	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	43	25				
	Auditor, this account	35	00				
				88	25		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	217	24				
	Sunpapers, advertising - sale	33	40				
	Glens Falls Insurance Co., - bond	120	00				
	E. T. Newell & Co., Inc., cancellation						
	fees	50	00				
	E. T. Newell & Co., Inc., auctioneer's fees	100	00				
	Adjustment, taxes 16.965 acres, from						
	1/1/65 to 1/25/65	2	67				
	Adjustment, taxes, Lot 34, from 1/1/65 to						
	1/25/65	20	25				
				543	56		
To	Madison and Bradford Savings & Loan Assoc.						
	mortgagee, on account of mortgage claim	17,663	92				
				17,663	92		
						18,986	73

Balance due on mortgage as per mortgage		
claim filed	30,533	99
Interest 6% on principal balance		
$29,500.49 from 2/11/65 to 5/11/65	442	50
	30,976	49
Credit amount allowed above	17,663	92
This amount subject to decree in personam	13,312	57

LIBER 162 PAGE 247

W. J. DRIVER, Administrator of Veterans Affairs, successor in office to J. S. Gleason, Jr.

vs.

NORMAN L. KERNS and JUDITH A. KERNS, his wife
105 Park Avenue, Blossom Hills
Pasadena, Maryland

Docket ..... Folio .....
Case No. 16,996 Equity
Filed .....

IN THE

Circuit Court ~~No. 2~~

FOR
~~COUNTY~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 25th day of July A.D. 1963 the defendants executed and delivered to J. S. Gleason, Jr., the then Administrator of Veterans Affairs a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel therein described, to secure the payment of the mortgage debt of $14,200.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. Default has now occurred thereunder.

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

And as in duty, &c.

GRAFTON LEE BROWN, JR.
5 Crain Highway, N. E. (P.O. Box 728)
Glen Burnie, Maryland SO 6-8370
Attorney for Plaintiff

FILED
1965 FEB -9 AM 9:43

11965

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C., A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 162 PAGE 248
BOOK 1682 PAGE 495

MARYLAND

No. 16,990 Eg—T

MORTGAGE

THIS MORTGAGE, made this 25th day of JULY, A. D. 1963, by and between NORMAN L. KERNS and JUDITH A. KERNS, his wife

of ~~Baltimore County~~ Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and J. S. GLEASON, JR., Administrator of Veterans Affairs, an officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such office as such, ~~a corporation organized and existing under the laws of the~~ hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND TWO HUNDRED and 00/100----- Dollars ($ 14,200.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one half per centum (5-½ %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, in Baltimore 2, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of EIGHTY and 63/100------- Dollars ($ 80.63), commencing on the first day of SEPTEMBER, 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 AUGUST, 1993. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING known and designated as Lot No. 15, Block E, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 37.

BEING the same lot of ground conveyed by Deed of even date herewith from the Mortgagee to the Mortgagors herein and recorded prior hereto among the Land Records of Anne Arundel County.

FOR VALUE RECEIVED, the ADMINISTRATOR OF VETERANS AFFAIRS hereby assigns the within Mortgage ~~Lease~~ to CENTRAL SAVINGS BANK. Payment guaranteed under VA Regulation 4600.

Witness my hand and seal this 11th day of March, 1964.

Witness:

Milton M. Hackerman

MILTON M. HACKERMAN

J. S. Gleason Jr. (SEAL)
J. S. GLEASON, JR. (successor)

BY: George D. Clark (SEAL)
GEORGE D. CLARK, Loan Guaranty Officer

15054

FILED

1965 FEB -9 AM 9:43

2

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

LIBER 162 PAGE 249

FOR VALUE RECEIVED Central Savings Bank hereby assigns without recourse the within mortgage to J. S. Gleason, Jr., Administrator of Veterans Affairs, his assigns or successors.

Witness my hand and seal this 7th day of December, 1964.

CENTRAL SAVINGS BANK

1580.98

WITNESS:

H. Arthur Stissel

By Charles E. Dishler

Charles E. Dishler, Vice President

H. Arthur Stissel, Asst. Vice Pres.

BOOK 1682 PAGE 496

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

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

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 and one half per centum (4½%) 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 WILBURF. COYLE, JR. or MILTON M. HACKEMAN, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of FIFTY Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Grafton Lee Brown, Jr.

Norman L. Kerns [SEAL]

[SEAL]

Judith A. Kerns [SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit: BOOK 1682 PAGE 499

I HEREBY CERTIFY, That on this 25th day of JULY, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NORMAN L. KERNS and JUDITH A. KERNS, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared GEORGE D. CLARK, Loan Guaranty Officer, the agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

GRAFTON LEE BROWN, JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

GRAFTON LEE BROWN, JR., *Notary Public.*

Rec'd for record Aug. 1, 19 at M.

Mailed to

SHORT ASSIGNMENT OF MORTGAGE

FROM CENTRAL SAVINGS BANK

TO ADMINISTRATOR OF VETERANS AFFAIRS

BLOCK No.

Recorded for Record at o'clock M. Same day

Recorded in Liber No.

Folio etc., one of the Records of Anne Arundel Co.

Per Clerk.

10M—4-63

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

LIBER 162 PAGE 252

W. J. DRIVER, Administrator of Veterans Affairs, successor in office to J. S. Gleasn, Jr.

vs.

NORMAN L. KERNS and JUDITH A. KERNS, his wife
105 Park Avenue, Blossom Hills
Pasadena, Maryland

IN THE

CIRCUIT COURT

~~OF~~
FOR
~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 16,990 Equity
Docket ..... Folio .....

Military Affidavit

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in County
and for said ~~City~~, personally appeared Watson H. Gates, Acting Chief, Loan Service and Claims Section

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

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

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

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

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

W. H. Gates
Affiant.
WATSON H. GATES

Subscribed and sworn to before me
this 4th day of Feb. 19 65

Milton M. Hackerman
Notary Public
MILTON M. HACKERMAN

My commission expires: 5/3/65

BALTIMORE CO., MD.

FILED
1965 FEB -9 AM 9:43

~~STATEMENT OF MORTGAGE CLAIM~~

LIBER 162 PAGE 253

W. J. DRIVER, Administrator of Veterans Affairs, successor in office to J. S. Gleason, Jr.

vs.

NORMAN L. KERNS and JUDITH A. KERNS, his wife
105 Park Avenue, Blossom Hills
Pasadena, Maryland

IN THE

CIRCUIT COURT

~~OF~~
FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,990 Equity

STATEMENT OF MORTGAGE DEBT

Original loan amount	14,200.00
Amount paid on principal	207.75
Principal balance	13,992.25
T & I Account - credit balance	148.31
Balance	13,843.94
Accrued interest to 12/1/64	192.39
Total Principal & Interest to 12/1/64	14,036.33

Interest accrues at 5-½% per annum on $13,992.25 from 12/2/64 at 1.3770 per day

13,992.25
148.31
13,843.94

STATE OF MARYLAND, ~~CITY~~ COUNTY 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~~ County of Baltimore, personally appeared Watson H. Gates, Acting Chief, Loan Service and Claims Section, agent for the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

My commission expires: 5/3/65

Milton M. Hackerman
MILTON M. HACKERMAN
Notary Public.

FILED
1965 FEB-9 AM 9:43

LIBER 162 PAGE 254

DECREE FOR SALE OF MORTGAGE PREMISES

W. J. DRIVER, Administrator of Veterans Affairs, successor in office to J. S. Gleason, Jr.

vs.

NORMAN L. KERNS and JUDITH A. KERNS, his wife
105 Park Avenue, Blossom Hills
Pasadena, Maryland

IN THE

CIRCUIT COURT No. 2

FOR

ANNE ARUNDEL COUNTY

No. 16,990 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** 10th day of Feb., in the year nineteen hundred and sixty-five, by the Circuit Court for Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Grafton Lee Brown, Jr.

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of 14,200.00 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 by advertisement, inserted in such daily newspaper or newspapers published in the County of Anne Arundel, as * he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Matthew S. Evans
JUDGE

*at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74 - 2 (i).

FILED

1965 FEB 11 AM 11:14

LIBER 162 PAGE 255

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 13 PAGE 99

BOND NO. 78 61 678 No. 16,990 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John A. Blondell, 5 Crain Highway, N. E. Glen Burnie, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Two Hundred and 00/100---($14,200.)--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 10th day of March in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden John A. Blondell 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 W. J. Driver, Administrator of Veterans Affairs

vs:

Norman L. Kerns & Judith A. Kerns, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John A. Blondell

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

Signed, sealed and delivered in the presence of:

Patricia J. Williams John A. Blondell (SEAL)

John A. Blondell

(SEAL)

~~WITNESS~~

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney

As to Surety

By Clinton A. Killam, Jr.
Attorney-in-Fact
Clinton A. Killam, Jr.

FIDELITY AND DEPOSIT CO. OF MARYLAND INCORPORATED 1890

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

FILED

1965 MAR 15 AM 9:43

Bond approved this 15th day of March, 1965

Thomas F. Phipps, Clerk

9

16990

LIBER 162 PAGE 256

JOHN A. BLONDELL,
Solicitor
5 Crain Highway, N. E.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
105 Park Avenue,
Anne Arundel County,
Pasadena, Maryland 21122

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, W. J. Driver, Administrator of Veterans Affairs vs. Norman L. Kerns and Judith A. Kerns, his wife, the undersigned, Trustee will sell at Public Auction on the premises, the fee simple property below described on

THURS., APRIL 1, 1965 AT 3:00 O'CLOCK P.M.

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 15, Block E, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 37. In fee simple forever.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story, detached dwelling, having five rooms and bath, no basement, with forced warm air-oil heat. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

JOHN A. BLONDELL,
Substitute Trustee
E. T. NEWELL & CO.
PL. 2-3580 M-25

No.

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

Trustee's Sale

Norman L. Kerns

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

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 MAR 29 PM 1:15

By A. Lukpharn

LIBER 162 PAGE 257

E. J. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1st day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Cornelius W. Quade, 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 Administrator for Veterans Affairs.

(that he is the agent for the purchaser, W. J. Driver,) 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.

C. W. Quade (SEAL)
Agent for Administrator for Veterans Affairs

(SEAL)
Purchaser

Address

William M. White
Notary Public

FILED
1965 APR -7 AM 10: 54

//

John A. Blondell, Solicitor
5 Crain Highway, N.E.
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE

Fee Simple Property

known as

105 Park Avenue,
Anne Arundel County,
Pasadena, Maryland 21122

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, W. J. Driver, Administrator of Veterans Affairs vs. Norman L. Kerns and Judith A. Kerns, his wife, the undersigned, Trustee, will sell at Public Auction on the premises, the fee simple property below described on

THURSDAY, APRIL 1st, 1965

AT 3:00 O'CLOCK P.M.

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 15, Block E, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 37. In fee simple forever.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story, detached dwelling, having five rooms and bath, no basement, with forced warm-air oil heat. Taxes, Anne Arundel County Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

John A. Blondell,
Substitute Trustee
E. T. NEWELL & CO.
PL. 2-3580

FILED

1965 APR -7 AM 10: 54

1/4

LIBER 162 PAGE 259

I HEREBY CERTIFY, That W. J. Driver Administrator For Veterans Affairs did this 1st day of April, 1965, purchase the within described property from John A. Blondell, Substitute Trustee, at and for the sum of $12,000.00 and I hereby agree to comply with the terms of sale as said forth on the reverse side hereof, and I further certify that this sale was fairly made.

[signature]
Agent For Administrator For Veterans Affairs

I HEREBY CERTIFY, That I did sell at Public Auction on Thursday, April 1, 1965, at 3:00 p.m. the property described on the reverse side of this handbill, beloning to Norman L. Kerns and Judith A. Kerns, his wife, at and for the sum of TWELVE THOUSAND DOLLARS the successful bidder being W J DRIVER, Administrator for Veterans Affairs and the sale was fairly made.

E. T. NEWELL & CO., INC.

By: Wm Murray White

FILED

1965 APR -7 AM 10: 54

1

REPORT OF SALE

W. J. DRIVER, Administrator of Veterans Affairs, successor in office to J. S. Gleason, Jr

vs.

NORMAN L. KERNS and JUDITH A. KERNS, his wife
105 Park Avenue, Blossom Hills
Pasadena, Maryland

IN THE

CIRCUIT COURT

FOR
~~XXX~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

NO. 16,990 EQUITY

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

The Report of Sale of John A. Blondell, Substitute Trustee

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

105 Park Ave., Blossom Hills, Pasadena, A.A.Co., Md., the fee simple property

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

The Maryland Gazette

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said substitute Trustee

did pursuant to said notice on Thursday the 1st day of April 1965 at 3:00 o'clock P.M. attend on the premises and then and there sold

the fee simple property known as 105 Park Avenue, Pasadena, Anne Arundel County, Maryland, anddescribed in the attached advertisement of sale to the Administrator of Veterans Affairs, at and for the price of Twelve thousand dollars ($12,000.00), cash upon ratification of sale, the said Administrator of Veterans Affairs, being the highest bidder therefor.

John A. Blondell, Substitute Trustee

State of Maryland, ~~City of Baltimore~~ County of Anne Arundel, *Sct:*

I HEREBY CERTIFY, That on this 5th day of April 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of ~~Baltimore~~ aforesaid, personally appeared JOHN A. BLONDELL, Substitute Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Patricia B. Collier
Notary Public.

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1965 APR -7 AM 10: 54

JOHN A. BLONDELL
Solicitor
5 Crain Highway, N. E.
Glen Burnie, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

known as
105 Park Avenue,
Anne Arundel County,
Pasadena, Maryland 21122

Under and by virtue of a Decree passed in the Circuit Court for Anne Arundel County, in Equity, W. J. Driver, Administrator of Veterans Affairs vs. Norman L. Kerns and Judith A. Kerns, his wife, the undersigned, Trustee will sell at Public Auction on the premises, the fee simple property below described on

THURS., APRIL 1, 1965 AT 3:00 O'CLOCK P.M.

ALL that parcel of land situate, lying and being in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 15, Block E, as laid out and shown on plat entitled, "Blossom Hills, Section 1 Amended and Section 2" dated May, 1955, by James D. Hicks and Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 28, folio 37. In fee simple forever.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or any wise appertaining. Improved by a one story, detached dwelling, having five rooms and bath, no basement, with forced warm air-oil heat. Taxes, Anne Arundel County, Sanitary Commission charges, and other liens and charges to be adjusted to the date of sale.

TERMS OF SALE: A deposit of Five hundred dollars ($500.00) will be required at the time of sale, the balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement.

JOHN A. BLONDELL,
Substitute Trustee

E. T. NEWELL & CO.
PL. 2-3580

M-25

LIBER 162 PAGE 262

ORDER NISI

W.J.DRIVER, Administrator of Veterans Affairs, successor in office to J.S.Gleason, Jr.

versus

NORMAN L. KERNS and JUDITH A. KERNS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,990 Equity

Ordered, this 7th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by John A. Blondell, Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May next.

The report states that the amount of sale was $ 12,000.00.

Louis N. Phipps Clerk.

True Copy,
John A. Blondell, Atty

TEST: Clerk.
For the Maryland Gazette (Apr.15th Edition)

(Final Order)

W.J.DRIVER, Administrator of Veterans Affairs, successor in office to J.S.Gleason, Jr.

versus

NORMAN L. KERNS and JUDITH A. KERNS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 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 MAY 20 PM 2:15

14

LIBER 162 PAGE 263

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,990 EQUITY

W. J. DRIVER, Administrator of Veterans Affairs, suecessor in office of J. S. Gleason, Jr.
versus
NORMAN L. KERNS and JUDITH A. KERNS, his wife

Ordered, this 7th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by John A. Blondell, Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a eopy of this Order be inserted in some newspaper published in Anne Arundel County, once in eaeh of three successive weeks before the 17th day of May next.

The report states that the amount of sale was $12,000.00.

LOUIS N. PHIPPS, Clerk
True Copy. TEST:
LOUIS N. PHIPPS, Clerk
M-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 12, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,990
Norman L. Kerns

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of May, 1965. The first insertion being made the 13th day of April, 1965.

FILED
1965 MAY 19 PM 1:36

15

No. M. G. 4371

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 162 PAGE 264

In the Case of

W. J. DRIVER, ADMINISTRATOR OF VETERANS AFFAIRS, SUCCESSOR IN OFFICE TO J. S. GLEASON, JR.

VS.

NORMAN L. KERNS AND JUDITH A. KERNS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,990 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 JUN -9 AM 10: 15 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 25th day of June, 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 JUN 25 PM 4: 33

Dr. Mortgaged Real Estate of Norman L. Kerns and Judith A. Kerns, his wife

In Acct. with John A. Blondell, Substitute Trustee

Cr.

By	Amount of sale as per Substitute						
	Trustee's Report of Sale filed			12,000	00		
By	Interest 6% on deferred payment						
	$11,500.00 from 4/1/65 to 5/21/65			97	74		
						12,097	74
To	Substitute Trustee for fee, viz	175	00				
				175	00		
To	Substitute Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	34	50				
	Auditor, this account	35	00				
				79	50		
To	Substitute Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	92	00				
	Speer Publications, Inc. - hand bills	17	00				
	Fidelity & Deposit Co. of Maryland - bond	57	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Adjustment, taxes from 1/1/65 to 4/1/65	47	18				
	Cost of securing property	18	00				
	½ Federal Revenue stamps	6	60				
				272	78		
To	W. J. Driver, Administrator of Veterans						
	Affairs, Mortgagee on account of mortgage						
	claim	11,570	46				
				11,570	46		
						12,097	74
	Balance due on mortgage as per mortgage						
	claim filed	14,036	33				
	Interest 5½% on principal balance						
	$13,843.94 from 12/1/64 to 6/25/65						
	207 days @ $2.09	432	63				

	14,468	96
Credit amount allowed above	11,570	46
This amount subject to decree in personam	2,898	50

LIBER 162 PAGE 267

IN THE MATTER OF MARY CATHERINE MARTINES, INCOMPETENT	*	NO. 13,087 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION FOR COMMITTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ira Melvin Martines, as next friend of Mary Catherine Martines, respectfully shows:

1. That your petitioner is the husband of the said Mary Catherine Martines, and a resident of Edgewater, Anne Arundel County, State of Maryland.

2. That the said Mary Catherine Martines is a resident of Anne Arundel County, State of Maryland, and is incompetent to manage her property or income by reason of mental disability and has been confined to Spring Grove State Hospital since April 29, 1953, as will be seen by the affidavits of two of her doctors attached hereto.

3. That the said Mary Catherine Martines has no property, real or personal, nor does she have any income except the following described real estate and the improvements thereon located in the First Election District of Anne Arundel County, State of Maryland, which she and the petitioner own as tenants by the entireties, in fee simple:

(a) All that tract, piece, or parcel of ground and the improvements thereon containing 1.18 acres, more or less, being all of the property described in a deed dated November 4, 1940, from Leander C. Jackson and wife to the said Ira M.

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1959 FEB 11 PM 2:23

Martines and Mary C. Martines, his wife, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 228, folio 117.

(b) All that tract, piece, or parcel of ground containing 3.15 acres, more or less, being lots numbered 25, 26, 27, 28, and 29 as shown on an unrecorded plat of the lots on The South Side of the Road Leading to Turkey Point, August, 1946, and being all of the property described in a deed dated March 24, 1955, from Waterfront Estates, Incorporated, to the said Ira M. Martines and Mary C. Martines, his wife, and recorded among the aforesaid land records in Liber J.H.H. No. 985, folio 172.

4. That the said Mary Catherine Martines is incompetent to take charge of and manage her property or any interest in any property which she owns.

5. That your petitioner files herewith the certificates of two attending neuropsychiatrists who have attended the incompetent within ten (10) days before the filing of this petition, which certificates are filed herewith, marked "Petitioner's Exhibits Nos. 1 and 2," respectively, and are prayed to be taken as parts hereof.

Wherefore, your petitioner prays:

(a) That a committee be appointed to take charge of and manage said property.

(b) That the property be administered under the jurisdiction of this court.

May it please your honors to pass an order directing the said Mary Catherine Martines, the alleged incompetent, to be summoned within ten (10) days hereof, requiring that within the same time a copy of the summons, petition, and Order of Court shall be left with whom the alleged incompetent resides, setting

down the petition for hearing on or after fifteen (15) days from the date of the Order, and allowing an appearance and answer at any time before or after the decree.

And, as in duty bound, etc.

Ira Melvin Martines
Petitioner and Next Friend

Anderson & Anderson

By: _____
Solicitors for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 11 day of February, in the year Nineteen hundred fifty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Ira Melvin Martines, petitioner and next friend of Mary Catherine Martines, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information, and belief.

As witness my hand and seal notarial.

Notary Public

LIBER 162 PAGE 270

ORDER OF COURT

ORDERED this 13th day of February, 1959, by the Circuit Court for Anne Arundel County, in Equity, that the petition of Ira Melvin Martines, as next friend of Mary Catherine Martines, be and the same is hereby set for hearing on the 25th day of February, 1959, at 10 o'clock A.m., provided the said Mary Catherine Martines, incompetent, shall be summoned before the 24th day of February 1959, and that a copy of the summons, petition and this Order, be left with Dr. Isadore Tuerk, Superintendent of Spring Grove State Hospital, and it is further Ordered that an appearance and answer will be allowed by Mary Catherine Martines at any time before or after decree.

/s/ Benjamin Michaelson
Judge

FILED
1959 FEB 14 PM 12:08

LIBER 162 PAGE 271

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 6th day of February, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Gertrude J. Fleischmann, M.D. who made oath in due form of law that ~~he~~ she is and has been for the past 13 years a neuropsychiatrist in the Spring Grove State Hospital, Catonsville 28, Md. that Mary Catherine Martines was admitted as a patient in the Spring Grove State Hospital on the 29th day of April, 19 53, and ~~she~~ her has been ever since and is now a patient therein; that in the course of ~~his~~ her duties ~~he~~ she has attended the said Mary Catherine Martines from time to time, ~~his~~ her last examination being on February 6, 1959, that from the opportunity afforded ~~him~~ her of observing the said Mary Catherine Martines she is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenic reaction, paranoid type, chronic, that the nature of such mental disability is characterized by feelings of reference, suspiciousness, evasiveness and delusions;

that the extent and probable duration of the incompetency of the said Mary Catherine Martines is total and will remain so for an indefinite period of time.

I He is further of the opinion that due to the present condition of Mary Catherine Martines, and the premises of said petition, that it would serve no useful purpose to have her appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate, and it is recommended that her presence be dispensed with.

Gertrude J. Fleischmann, M.D.
Gertrude J. Fleischmann, M. D. AFFIANT

Sworn to before me this 6th day of February, 19 59

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 4, 1959

SG.82A

FEB 11 1959

"PETITIONER'S EXHIBIT NO. 1"

LIBER 162 PAGE 272

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 6th day of February, 19 59, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Bruno Radauskas, M.D. who made oath in due form of law that he is and has been for the past 8 years a neuropsychiatrist in the State of Maryland that Mary Catherine Martines was admitted as a patient in the Spring Grove State Hospital on the 29th day of April, 19 53, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mary Catherine Martines from time to time, his last examination being on February 5, 1959, that from the opportunity afforded him of observing the said Mary Catherine Martines, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Schizophrenic reaction, paranoid type, that the nature of such mental disability is characterized by withdrawal, shallow and inappropriate affect, disturbance of thinking, paranoid delusions;

that the extent and probable duration of the incompetency of the said Mary Catherine Martines is total and will remain so for an indefinite period of time.

He is further of the opinion that due to the present condition of Mary Catherine Martines, and the premises of said petition, that it would serve no useful purpose to have her appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate, and it is recommended that her presence be dispensed with.

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1959 FEB 11 PM 2:28

Bruno Radauskas, M.D.
Bruno Radauskas, M.D. AFFIANT

Sworn to before me this 6th day of February, 19 59

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 4, 1959

SG.82A

"PETITIONER'S EXHIBIT NO. 2"

LIBER 162 PAGE 273

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

D E C R E E

This cause standing ready for hearing and that said Mary Catherine Martines having been duly summoned and having failed to appear, it is ADJUDGED, ORDERED and DECREED this 2d day of March, in the year nineteen hundred and fifty-nine, by the Circuit Court for Anne Arundel County, in Equity, that Mary Catherine Martines is incompetent by reason of mental disability and that Ira Melvin Martines be, and he is hereby, appointed Committee to take charge of and manage the property and income of the said Mary Catherine Martines under the jurisdiction of this Court upon the filing of a bond as Committee in the penalty of one thousand dollars, conditioned for the faithful performance of the trust reposed in him by this Decree or which may be reposed in him by any future Order or Decree in the premises.

And it is further ADJUDGED, ORDERED and DECREED that the petitioner, Ira Melvin Martines, pay the costs incident to these proceedings out of the estate of the incompetent.

Benjamin Michaelson
Judge

FILED
1959 MAR -2 PM 12:20

7

LIBER 10 PAGE 216 LIBER 162 PAGE 274

EX PARTE IN THE MATTER OF * NO. 13,087 EQUITY

MARY CATHERINE MARTINES, * IN

INCOMPETENT * THE CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY

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

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Ira Melvin Martines of Edgewater, Anne Arundel County, Maryland, 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 One Thousand ($1,000.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of March in the year of our Lord one thousand nine hundred sixty.

WHEREAS, the above bounden Ira Melvin Martines by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Committee in the proceedings in the case of "Ex Parte in the Matter of Mary Catherine Martines, Incompetent" No. 13,087 Equity now pending in said Court:

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

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LIBER 10 PAGE 217

Signed, Sealed and delivered LIBER 162 PAGE 275

in the presence of:

Marvin H. Anderson

Ira Melvin Martines (SEAL)
Ira Melvin Martines

As to Surety:

National Surety Corporation

BY

Myrtle Sturm

Marvin H. Anderson
Attorney-in-fact

Paid approved [illegible] day of [illegible]

[illegible]

9

4. That on July 20, 1953, your petitioner agreed in writing and for a consideration of ten ($10.00) dollars in cash to give Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, an option for thirty (30) days to purchase one unimproved lot of ground known and designated as lot numbered twenty-nine (29) as shown on an unrecorded plat of the lots on the South Side of the Road Leading to Turkey Point, dated August, 1946, being part of the tract of ground secondly described in said Petition for Committee, as evidenced by the attached written memorandum dated July 20, 1953, marked "Petitioner's Exhibit No. 1", which is prayed to be taken as a part hereof.

5. That thereafter on August 14, 1953, the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, exercised the said option and agreed with your petitioner to purchase the said lot of ground at and for the price of one thousand eight hundred ($1,800.00) dollars of which the sum of six hundred ($600.00) dollars was paid to your petitioner as a down payment and the balance of twelve hundred ($1,200.00) dollars was to be paid in monthly installments to your petitioner of twenty-five ($25.00) dollars per month including interest on the unpaid principal sum at the rate of five (5%) per centum, as evidenced by the attached written memorandum, dated August 14, 1953, marked "Petitioner's Exhibit No. 2", which is prayed to be taken as a part hereof.

6. That at the time of the aforesaid sale the said Mary Catherine Martines was home on leave from the said Hospital and consented to the sale of the said lot as aforesaid.

7. That beginning on September 21, 1953 and thereafter until January 28, 1957, the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, made partial payments on account of the purchase price and interest thereon to your petitioner, that the total amount paid on account of said purchase price is $1,667.28,

//

that the total amount of interest paid is $132.72, or a total of $1,800.00; and that therefore the said purchasers have paid unto your petitioner all of the said purchase price and interest thereon with the exception of $132.72 on account of the purchase price plus interest thereon accounting from January 28, 1957; and that the said purchasers have also entered into possession of the said lot and have constructed thereon valuable improvements. Attached hereto and marked "Petitioner's Exhibit No. 3" is the signed affidavit of the purchasers which is prayed to be taken as a part hereof.

8. That your petitioner would have been unable to rent of otherwise derive any income from the said lot of ground.

9. That although your petitioner has spent all of the proceeds which he has received to date from the sale of said lot as well as large sums of his own earnings for the continuing hospitalization and care of his said wife, who is still a patient in said Hospital, and for taxes, insurance, repairs, and cost of upkeep on the balance of said real estate and the improvements thereon described in said Petition, he nevertheless is willing to borrow such sums of money as this honorable court shall deem proper in order to pay to the estate of his said incompetent wife her share of the sale price of said lot.

10. That because the said lot of ground has not been and would not now produce any income for the estate of said incompetent and because the proceeds so far received from said sale have in part defrayed the high and continuing cost of her hospitalization your petitioner alleges that it is to the best interest and advantage of the said incompetent and of her estate that the aforesaid sale of said lot be ratified and confirmed and that your petitioner as committee be directed to join in a conveyance of the said lot to said purchasers upon payment by them in full of the balance due on said purchase price plus accrued interest.

12

WHEREFORE, YOUR PETITIONER PRAYS:

(a) That a decree may be passed for the sale of the aforesaid lot of ground.

(b) That the said contract of sale may be ratified and confirmed by this honorable court.

(c) That upon payment to the committee of that proportion of said purchase price which this honorable court shall fix as the value of the interest in said lot of Mary Catherine Martines your petitioner as committee may be authorized, empowered, and directed to join in a conveyance of the aforesaid lot of ground to the said purchasers and to convey to them all of the right, title, and interest therein of the said Mary Catherine Martines after payment by said purchasers of the balance due on said purchase price plus accrued interest in full.

(d) That the proceeds of sale be administered upon under the jurisdiction of this honorable court.

(e) That your petitioner may have such other and further relief as his case may require.

And, as in duty bound, etc.

Ira Melvin Martines,
Individually and Committee

ANDERSON & ANDERSON

by Marvin H. Anderson
Marvin H. Anderson
20 West Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 30 day of March in the year nineteen hundred sixty, before me, the subscriber, a Notary

13

Public of the State of Maryland in and for the county aforesaid, personally appeared IRA MELVIN MARTINES, individually and as committee, the petitioner named in the foregoing petition, and made oath in due from of law that the matters and facts set forth in the aforegoing petition are true as therein set forth,

AS WITNESS my hand and seal notarial.

Myrtle Sturm
Notary Public

ORDER OF COURT

Upon the foregoing petition, affidavit, and exhibits, it is this 6th day of ~~March~~ April in the year nineteen hundred sixty, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be, and the same is hereby, granted to the petitioner, Ira Melvin Martines, to take testimony before one of the standing examiners in equity of the Circuit Court for Anne Arundel County for the purpose of substantiating the allegations contained in the foregoing petition.

Benjamin Michaelson
JUDGE

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1960 APR -6 PM 3:28

LIBER 162 PAGE 280

July 20, 1953

Received of Mr Donald LeBeau $10.00 deposit for 30 days for Lot # 29 on Turkey Pt Road, Mayo, Md.

Terms of Sale $600.00 down payment and $25.00 monthly payments at 5% interest, with privilege of paying of total amount at any time.

[illegible]

"PETITIONER'S EXHIBIT NO. 1"

Examiner's Exh. #2
Matter of Martinez
#13,087 Equity
Malcolm Bennett
Examiner

FILED

1960 APR -6 PM 12:04

15

LIBER 162 PAGE 281

EX PARTE IN THE MATTER OF	*	No. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN
INCOMPETENT	*	THE CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY

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

PETITION OF COMMITTEE FOR ORDER AUTHORIZING CONVEYANCE OF ONE LOT OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ira Melvin Martines, individually and as committee of the property and estate of Mary Catherine Martines, respectfully shows:

1. That he is sixty-one (61) years of age and is a resident of Anne Arundel County, and that he is the husband of Mary Catherine Martines, who is fifty-four (54) years of age and is also a resident of Anne Arundel County.

2. That the said Mary Catherine Martines has been a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, since April 29, 1953, and that on March 2, 1959, she was adjudicated incompetent by reason of mental disability by this honorable court, and your petitioner, who was appointed committee to take charge of and manage the property and income of the said incompetent under the jurisdiction of this honorable court, has now qualified by filing a bond in the amount specified in the decree.

3. That the said Mary Catherine Martines has no income nor does she have any real or personal property or estate except the real estate and improvements thereon described in the Petition for Committee heretofore filed in this cause which she and the petitioners own as tenants by the entireties, in fee simple.

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16

Aug. 14, 1953

LIBER 162 PAGE 282

Received of Mr. Lebeau $600.00

down payment on lot Turkey Point

Bal. $1200. J.M. Martinis

Examiner's Exh. #3
Matter of Martinis
#13,087 Equity
Malcolm J. Smith, Examiner

"PETITIONER'S EXHIBIT NO. 2"

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DA

LIBER 162 PAGE 283

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day of ~~March~~ April in the year nineteen hundred sixty, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared DONALD ENTLER LEBEAU and PEARL ESTELLE LEBEAU, his wife, and after each having been duly sworn by me according to law, do each depose as follows:

That on August 14, 1953, they entered into a contract of sale with Ira Melvin Martines and Mary Catherine Martines, his wife, and agreed to purchase from them the unimproved lot of ground known and designated as lot numbered twenty-nine (29) as shown on an unrecorded plat of the lots on the South Side of the Road Leading to Turkey Point, dated August, 1946, in the First Election District of Anne Arundel County, Maryland, at and for the price of eighteen hundred ($1,800.00) dollars of which six hundred ($600.00) dollars was paid as a down payment that day to Mr. Martines, the balance to be paid in monthly installments of twenty-five ($25.00) dollars per month including interest on the unpaid purchase price at five (5%) per centum per annum, and that thereafter until and including January 28, 1957, we paid to Mr. Martines a total of twelve hundred ($1,200.00) additional dollars in principal and interest, or a grand total of eighteen hundred ($1,800.00) dollars, including interest; and that upon execution, acknowledgment, and delivery to us of a deed for the said lot of ground we are ready, willing and able to pay the balance due on account of said purchase price of $132.72 plus interest thereon accounting from January 28, 1957, in full.

Donald Entler LeBeau (SEAL)
Donald Entler LeBeau

Pearl Estelle LeBeau (SEAL)
Pearl Estelle LeBeau

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"PETITIONER'S EXHIBIT NO. 3"

Subscribed and sworn to before me, the undersigned Notary Public the date first above written.

Harry C. Hainey
Notary Puclic

PETITIONER'S EXHIBIT NO. 3

18

LIBER 162 PAGE 285

EX PARTE IN THE MATTER	*	IN THE
OF MARY CATHERINE MARTINES,	*	CIRCUIT COURT
INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY #13,087

* * * * * * * * * * *

TESTIMONY ON BEHALF OF PLAINTIFF

January 5, 1961

Present:

Marvin H. Anderson, Solicitor for Plaintiff

Malcolm B. Smith, Court Examiner

Mrs. Connie Tuers, Court Stenographer

Witnesses:

Ira Melvin Martines, pages 2 - 14

Donald E. LeBeau, pages 15 - 16

Vinton T. Bull, pages 17 - 20

Eldridge S. Wilkerson, pages 21 - 23

FILED

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19

Ira Melvin Martines, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

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

A. Ira Melvin Martines, born 1898, I'm sixty-two September 29.

2. What is your address?

A. Edgewater, Maryland

3. Are you the Petitioner in this case?

A. Yes.

4. Have you also been appointed and have you qualified as the Committee to take charge of and manage the property and income of Mary Catherine Martines?

A. Yes.

5. What relation is Mary Catherine Martines to you?

A. Wife.

6. How old is she and what is her present status of her health, as far as you know?

A. She still has a mental condition. She's still in Spring Grove otherwise I think her health is pretty good.

7. How old a person is she?

A. She was born in 1904, she'll be fifty-seven this coming 15th of May.

8. For how long has she been a patient at the Spring Grove State Hospital?

20

A. Since '48. In and out.

9. In and out. When was she last out approximately?

A. In '53.

10. In 1953?

A. Yes.

11. And she's been there continuously since that time?

A. Since that time.

12. Has she ever been adjucated incompetent by any Court by reason of mental disability?

A. Yes.

13. Do you know about when and by what Court?

A. She was put in by Dr. Radauskas, I don't remember the other doctor who committed her into the hospital.

14. But she has been adjucated by this Court, has she not?

A. Yes.

15. Mr. Martines, what real or personal property does Mrs. Martines now own in her own name -- in her own name now?

A. None.

16. Does she own any real personal property jointly with you or as tenants by the entireties?

A. It's jointly and it's the home place and lots on Turkey Point, Lots 25,26,27,28 and 29 Turkey Point Road.

21

17. How many acres altogether now are in the five lots on Turkey Point Road?

A. It's 1.18 acres.

18. How much?

A. 1.8 and 3.15 acres.

19. Well, isn't that the home property?

A. No, this is on the Turkey Point Road.

20. How many acres are in the five lots on the south side of Turkey Point Road?

A. 1.15 acres -- 3.15 acres.

21. Well, does it front on any road?

A. Turkey Point Road.

22. Have any waterfront?

A. Yes.

23. What does it front on as far as the water?

A. Runs back to -- the only body of water is Ramsey Bay.

24. Has any of this property ever produced any income?

A. Yes, oh, yes, the last two years.

25. The last two years?

A. Yes.

26. How did it produce income and how much was this income?

A. Around $600 a year.

27. From what?

A. From storing boats and tying boats.

28. But prior to two years ago?

A. No income from it.

29. Now, did there come a time when you agreed to sell any of this real estate?

A. Yes.

30. All right, well first of all, what real estate did you agree to sell?

A. Lot 29 on Turkey Point Road.

31. All right, I'm going to show you an unrecorded plat entitled Layout Of Lots On South Side of Road Leading To Turkey Point dated August of 1946 prepared by Mr. McCrone, will you point to the lot which you agreed to sell?

A. Twenty-nine.

Anderson: Let the record show that the witness pointed to the lot identified as #29 on this Plat which I'd like to offer into evidence. However, I had to borrow this from Mr. Lee and it's the only one in existence and I'd like to get a copy and file if that's is acceptable.

(LEAVE IS RESERVED TO FILE PLAT ENTITLED LAYOUT OF LOTS ON SOUTH SIDE OF ROAD LEADING TO TURKEY POINT FOR CHARLES F. LEE DATED AUGUST 1946 AS EXAMINER'S EXHIBIT #1)

32. Now, who did you agree to sell lot #29 to?

A. Mr. and Mrs. LeBeau.

33. Is that Mr. and Mrs. Donald Entler LeBeau?

A. Yes.

34. Do you know the circumstances and the approximate date of the sale?

A. July 20, 1953.

35. Did you give Mr. and Mrs. LeBeau and option to purchase the lot at that time?

A. Yes.

36. How much did they pay down at that point?

A. $10.00.

37. All right, now thereafter, did Mr. and Mrs. LeBeau take up the option?

A. Yes. On August 14,1953 they paid $600.

38. And what was the total sale price?

A. $1800.

39. And thereafter they made monthly payments , is that correct?

A. Yes.

40. How much?

A. $25.00 a month.

41. How much -- do they still owe anything on this contract?

A. Yes.

42. How much?

A. $132.72.

43. Do they owe any interest?

A. Yes, sir.

44. Well, do they owe interest to the present date?

A. Yeah.

45. All right, when did they make their last payment? Would that have been January 28, 1957?

A. Yes, sir.

46. So that they owe interest from that date, is that correct?

A. That's right.

47. And down to the present time. Now, where was Mrs. Martines on the 20th of July, 1953 and again on August 14, 1953 when these two transactions with Mr. and Mrs. LeBeau took place? Was she at home or was she at the hospital?

A. As far as I know the first transaction she was at home.

48. How about the second one when they actually paid the $600? You're not sure of that?

A. No, I'm not.

49. But you are -- are you certain she was home when the option was given?

A. When the optaion was given. She wasn't out for good but she was home on leave.

50. I see. Did she then join in with you and orally agree to give Mr. and Mrs. LeBeau the right to buy the property on the 20th of July, 1953?

A. Yes, sir.

51. Why do you say this?

A. Because she was home.

52. Did you talk to her in advance about it?

A. Yes. Talked to her in advance and she was satisfied to sell and/when Mr. LeBeau paid me I paid off on the lots. I bought them on time from Mr. Lee.

53. When did you and your wife purchase these five lots on a contract of sale approximately? Was that around

A. November 1951?

A. Yes.

54. How much didyou pay altogether for the five lots?

A. $2800.

55. Did you purchase them from Waterfront Estates Inc.?

A. Yes.

56. Now, specifically before yougave Mr. and Mrs. LeBeau the option to purchase Lot #29 as shown on that Plat, didyou talk to Mrs. Martines about the transaction -- the LeBeau transaction?

A. Yes.

57. She consented to join with you in accepting the $10.00 option?

A. Yes. And everything we did we worked together because

she had a mental condition.

58. In your opinion was the price of $1800 that you received for the one lot fair and reasonable?

A. I think so, yes. I think so, yes, half of it was good ground and half of it was marsh.

59. And you kept the marsh and sold one good lot, is that right?

A. Yes.

60. That's the only one of these five lots upon which a house could have been built?

A. Yes, there'e another one down there. I filled some on it but it's only the one at the present time.

61. Now, were these transactions on the 20th of July and August 14 evidenced by any written memorandum that you gave or receipts at that time? Any notes or receipts?

A. Yes.

62. I show you what has been marked as Petitioner's Exhibits Nos. 1 and 2 with your petition and ask you if they are the papers that you gave and received as receipts at the time you gave the option and received the downpayment?

A. Yes.

Anderson: I'd like to offer them as Exhibits 2 and 3.

(FILED AS EXAMINER'S EXHIBITS NOS. 2 and 3)

63. What did you do with the $600 downpayment and the additional payments of $25.00 a month which you had received from Mr. and Mrs. LeBeau from this transaction?

A. I paid the lots off. And I paid her hospital bill and expenses, house expenses, had to keep the home going.

64. All of this property is in the joint names of you and your wife, is that correct?

A. Yes.

65. In other words, as you were receiving the $25.00 each month from Mr. and Mrs. LeBeau you were using that to pay Waterfront Estates for the lots that you were buying at that time, is that correct?

A. Yes.

66. When did you -- do you recall when you got your deed from Waterfront Estates finally? Would that have been March 24, 1955?

A. Yes.

67. Now, what did you do with the $25.00 monthly payments you received from Mr. and Mrs. LeBeau after you got your deed from Waterfront Estates?

A. I paid her expenses at the hospital.

68. Now, during this period of time from the 14th of August, 1953 to January of 1957, how much each month were you paying Spring Grove State Hospital for the

care of Mrs. Martines?

A. Well, the first two years she was in there I paid $40.00 a month and then they cut it down to $30.00 and then last November -- last October they went up to $57.50 a month and I've been paying that since -- that was in October 1959.

69. 1959 or 1960?

A. I t started in 1960 but it went back three months to October of '59. They made me make up the difference between $30.00 and $57.50 with that three months of '59. And all of 1960 I paid $57.50 a month.

70. And during all of this period of time upon which -- during which Mr. and Mrs. LeBeau were purchasing this one lot, did you have any additional expenses on account of Mrs. Martines other than the monthly payment.

A. I had to send her some spending money. I had to send her clothes. Sometimes she breaks her glasses, if she breaks her teeth or anything like that I have to pay extra for that.

71. After August 14th of 1953 who entered into possession of the lot which you sold to Mr. and Mrs. LeBeau? Did they enter into possesion of it?

A. Yes.

72. What did they do with the lot?

A. They built a home on it.

73. What type of home?

A. A cinderblock home.

74. Do you know how many rooms, approximately?

A. Five.

75. Was this lot used for any purpose before you and Mrs. Martines agreed to sell it to Mr. and Mrs. LeBeau?

A. No, sir.

76. Could it have been used for any purpose at that time?

A. No, not much, I don't know of any.

77. You did not derive any income from it?

A. No, sir.

78. Did you have any expenses on the lot other than taxes?

A. No, I did some cleaning on it myself but I never paid out.

79. In your opinion, is it for the best interest and advantage of Mrs. Martines or her estate that this lot be sold and deeded to Mr.and Mrs. LeBeau according to the terms of this transaction?

A. Yes, sir.

80. Why do you say this now?

A. Because I -- I haven't any money. I just wasn't making expenses.

81. Well, could the lot have been divided between and and Mrs. Martines?

A. One lot, no, it's only 75 foot front.

82. Mr. Martines, you're asking the Court to ratify and approve the sale of this lot to Mr. and Mrs. LeBeau according to the terms of the original transaction, is that correct?

A. Yes.

83. Now, in the event the Court requires you to pay over to your wife's estate an amount of money which might be deemed her proportionate share of the total sale price and interest, what you are going to have to do?

A. I'll have to borrow from the bank?

84. Borrow from the bank?

A. Yes.

85. Now is that because you don't have any funds at the present time?

A. Yes.

86. Well, why, why is that?

A. Well, I have had bad luck for four or five years. been sick a lot myself. I had a heart attack the 5th of November and I haven't worked since. I don't known when I can work again.

87. Are you under the care of a physician at the present time?

A. Yes, Dr. Lim.

88. And she's instructed you not to work?

A. Yes, she's told me I might work two or three hours and then come home but she wouldn't advise me to work at all.

89. What type of work do you do when you are working?

A. Oystering, it's all heavy work.

90. Do you have any children?

A. No, sir.

91. Are you asking the Court to ratify and approve this sale and authorize the execution of the deed to Mr. and Mrs. LeBeau without your having to borrow the money to pay your wife's estate?

A. Yes.

92. And the reason for this is that you havepaid much more than that proportionate share over the course of the many years to Spring Grove Hospital?

A. Yes, I think it would be triple to what I got out of the lot.

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 ..Ira Wilbur Martin

Donald E. LeBeau, a witness of lawful age having been duly sworn, deposes and says:

(Mr. Anderson)

1. What is your name and address?

A. Donald E. LeBeau, Turkey Point Road, Mayo, Maryland.

2. Now, Mr. LeBeau, on August 14, 1953, did you enter into a contract orally with Mr. and Mrs. Ira Melvin Martines to purchase from them the lot which is designated as 29 as shown on this plat marked Exhibit #1?

A. Yeah, this lot here, 29.

3. And how much did you agree to pay for the lot?

A. $1800.

4. And you and your wife were the purchasers, is that correct?

A. Yes.

5. Now, prior to that had you given Mr. Martines $10.00 for a thirty-day option to buy the lot?

A. Yes.

6. What haveyou paid on the -- on the lot since you -- since the 14th of August, 1953?

A. Well, it's -- I paid $1800 off plus I owe $132.00 interest, I think. Might be a litte more -- I don't know exactly what.

7. I show you the affidavit which you gave and which has been filed in this case as Petitioner's Exhibit #3. Does

that correctly represent the figures which are due? Is that correct?

A. Yeah.

8. Now, since the 14th of August 1953, what have you done with the lot?

A. I built a house and a garage on it.

9. And did you do the building yourself?

A. Yeah, I built the whole place myself.

10. How much,roughly, would you say that you have expended in materials which have gone into the construction of this house?

A. We'l, saying the house and the garage together not counting the lot about $4,500 somewhere in that neighborhood.

11. Were your transactions in connection with this -- this property now, were they with Mr. Martines or with Mr. and Mrs. Martines?

A. They were more with Mr. Martines. I had met Mrs. Martines but it was more with Mr. Martines.

12. Now, are you ready, willing and able to pay the amount of money which you still owe on this, if the Court should decree that Mr. Martines should execute a deed to you?

A. Yes, sir, I think I am. I'll straighten out some way. It's going to hold me back a little bit but I'll do it some way. But I'll do 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 Donald E. L. Bean.....

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

(Mr. Anderson)

1. What is your full name?

A. Vinton T. Bull.

2. What is your address?

A. Edgewater.

3. Are you Supervisor of Assessments for Anne Arundel County?

A. Yes.

4. How many years have you been employed in that capacity?

A. Well, going on four years in that capacity.

5. Well, in the course of your employment, have you had occasion to appraise real estate in Anne Arundel County and, if so, on approximately how many different occasions?

A. Well, I've appraised quite a bit of real estate in Anne Arundel County. Just how many parcels it's difficult to say.

6. Would these have been for assessment purposes?

A. Assessment purposes and some for sale purposes.

7. Are you familiar with the values of real estate in Turkey Point and lower sections of Anne Arundel County?

A. Yes.

8. Do you live anywhere in that vicinity?

A. Very close.

9. Are you familiar with the location and the character-

istics of the tract of land said to contain 3.15 acres which was conveyed by Waterfront Estates Inc. to Ira M. and Mary C. Martines by deed dated March 24, 1955?

A. Very well acquainted.

10. Does this place which has been marked as Exhibit #1 correctly show that land?

A. It is correct.

11. What type ofland is it?

A. Well, mostly it is marsh land. Lot 29, I would say, is probably the best lot in that tract. The rest of it is marsh.

12. Do you know how much Mr. and Mrs. Martines paid for these five lots when they purchased them?

A. The record indicates $2850 but that was 1951. Well, that would be the -- that was bought on contract I'm not too sure of that.

13. But around that time?

A. Around that time.

14. Have you had an opportunity to go over the sale prices of land in this immediate area?

A. I have, in fact, I own two adjacent lots to it.

15. What lots are they?

A. Numbers 30 and 31.

16. Now, specifically directing your attention to Lot #29 on this plat, what in your opinion is -- was the fair market value of this lot as of August 14,1953 at the

time of this transaction?

A. Well, certainly, I think at that time $1800 was a very fair value.

17. Why do you say that?

A. Based on the sales that had taken place in the general area adjacent to the land I would say that $1800 represents a fair market value of the sale of a-- sales are a -- are one of the assessible factors in determining value and according to that the sale of $1800 was a very good value.

18. Could this particular lot have been divided in kind between Mr. and Mrs. Martines, in your opinion?

A. Not very well, no.

19. Why not?

A. Well, the size of it would have been a great handicap. It would not have been of any use.

20. As far as you know, at the time of this transaction in August of 1953, was this lot yielding any income to Mr. and Mrs. Martines?

A. Not to my knowledge.

21. Now, at that time, what in your opinion, was the best thing that could have been done with the lot?

A. Well, I think the -- I think they made a very good point in selling it at that time.

22. Do you feel that this contract which has been entered into with Mr. and Mrs. LeBeau for $1800 in August of

1953 is fair and reasonable and to the advantage of Mrs. Martines, who is incompetent, and to her estate?

A. I do.

23. Why do you feel that way?

A. Well, I think at that particular time, as I have stated before, $1800 was the fair value of this property unless they intended to hold it for some other purpose or for some other reason than for sale at that particular time, was to sell at that time. At that time the price was a fair market value.

24. The four lots -- the four remaining lots, what is there--

A. They're marshy.

25. So that this one lot is about the only one that could be built upon?

A. Well, I would say without a lot of fill.

26. Why do you say that?

A. Well, that's my opinion, as well as I recall but back in 1953 there that was the best lot for building purposes.

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 ..None.....

Signature ..Vivian A. Bull.....

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

(Mr. Anderson)

1. Mr. Wilkerson, will you state your full name, current address and occupation?

A. Eldridge Sheppard Wilkerson, Tracy's Landing, Maryland Assistant Supervisor of Assessments for Anne Arundel a County.

2. Now how many years have you been employed in this capacity?

A. Over two.

3. In the course of your employment have you had occasion to appraise many parcels of real estate in Anne Arundel County?

A. Yes. I have.

4. Have these been for tax purposes?

A. For tax purposes and for settling of estates.

5. Are you familiar with the values of real estate in the Turkey Point section of the First Election District of Anne Arundel County?

A. Yes, I am.

6. Now specifically are you familiar with the tract of g round with which we're speaking which was conveyed by Waterfront Estates Inc. to Ira M. and Mary C. Martines by deed dated March 24, 1955 and is shown

on the plat marked Exhibit #1?

A. Yes, I am.

7. Now, what type of land is it from your knowledge?

A. Well, the lot itself, lot 29 is partially good high ground. The rear portion and all is a little marshy but it is good for building.

8. Is the rest of the land down there of Mr. Martines, -- the other four lots-- are they suitable for building purposes?

A. No, not in the present condition they are lower.

9. Now, directing your attention to the fall -- to the time August of 1953,what is your opinion of the fair market value of the lot #29 at that time?

A. Well, in August of '53, I feel the consideration of $1800 was a very fair value.

10. Can the lot be divided in kind between Mr. and Mrs. Martines?

A. Not to any advantage.

11. Why do you say that?

A. On account of the width of thelot 75 feet on the road divided it couldn't be used for anything. And if you divided it the other way, half would be marsh and half would be solid ground.

12. Was that lot yielding any money to Mr. and Mrs. Martines at that time?

A. No.

13. What, in your opinion, is the best thing to do with those lots?

A. Well, my opinion, I see no reason why the sale of this kind wasn't a good sale.

14. Do you feel that the contract which enabled Mr. and Mrs. LeBeau to buy the lot from them for $1800 on August 14, 1953 is fair and reasonable and to the advantage of Mrs. Martines, who is incompetent and to her estate?

A. I feel that it's very fair to the estate.

15. Well, why do you say that?

A. Well, considering the value of land in that area, it is a good sale. Lots beside these sold after that for a little more but they were a little better lots than what these were.

QUESTION BY THE EXAMINER:

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

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

Answer No.....

Signature Eldridge S. Wilkerson.....

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 Plaintiff's Solicitor is returned to the Court.

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses through out the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 11th day of February, 1961.

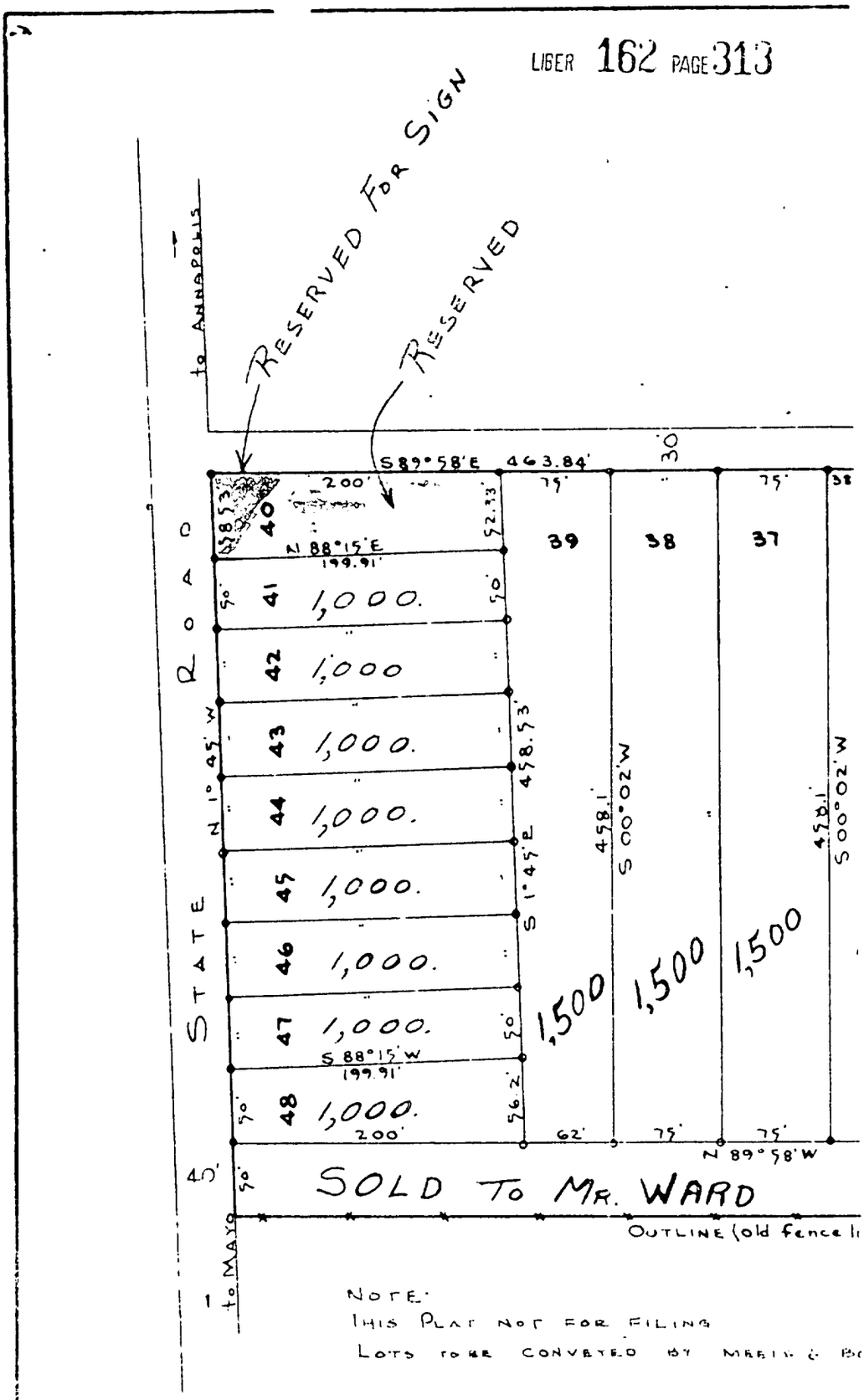
[signature] (SEAL)
Malcolm B. Smith Examiner

M.S. $10.00

C.T. $23.00 ad. ct

46

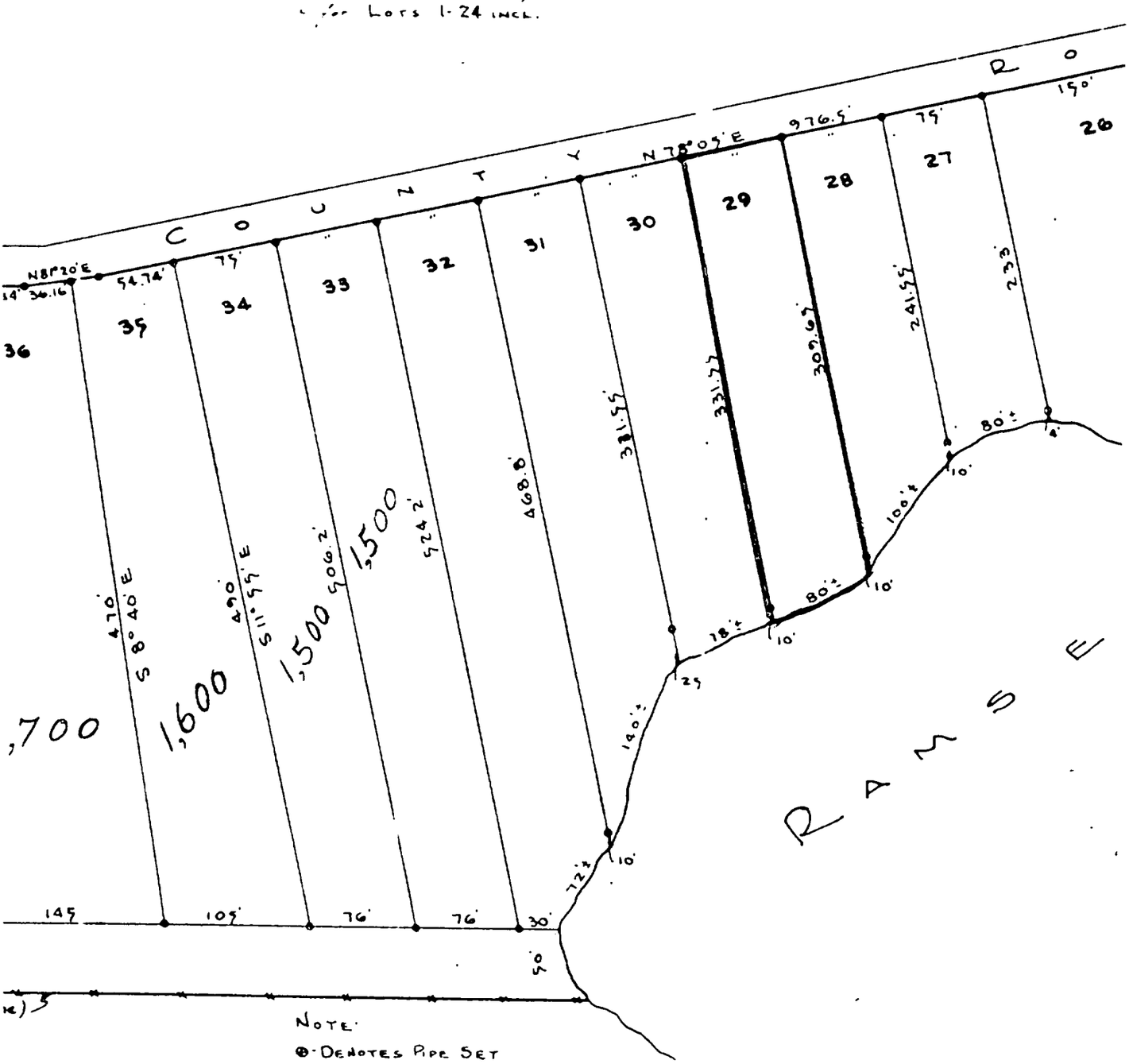
LIBER 162 PAGE 313



NOTE:
THIS PLAT NOT FOR FILING
LOTS TO BE CONVEYED BY METES & BO

LIBER 162 PAGE 314

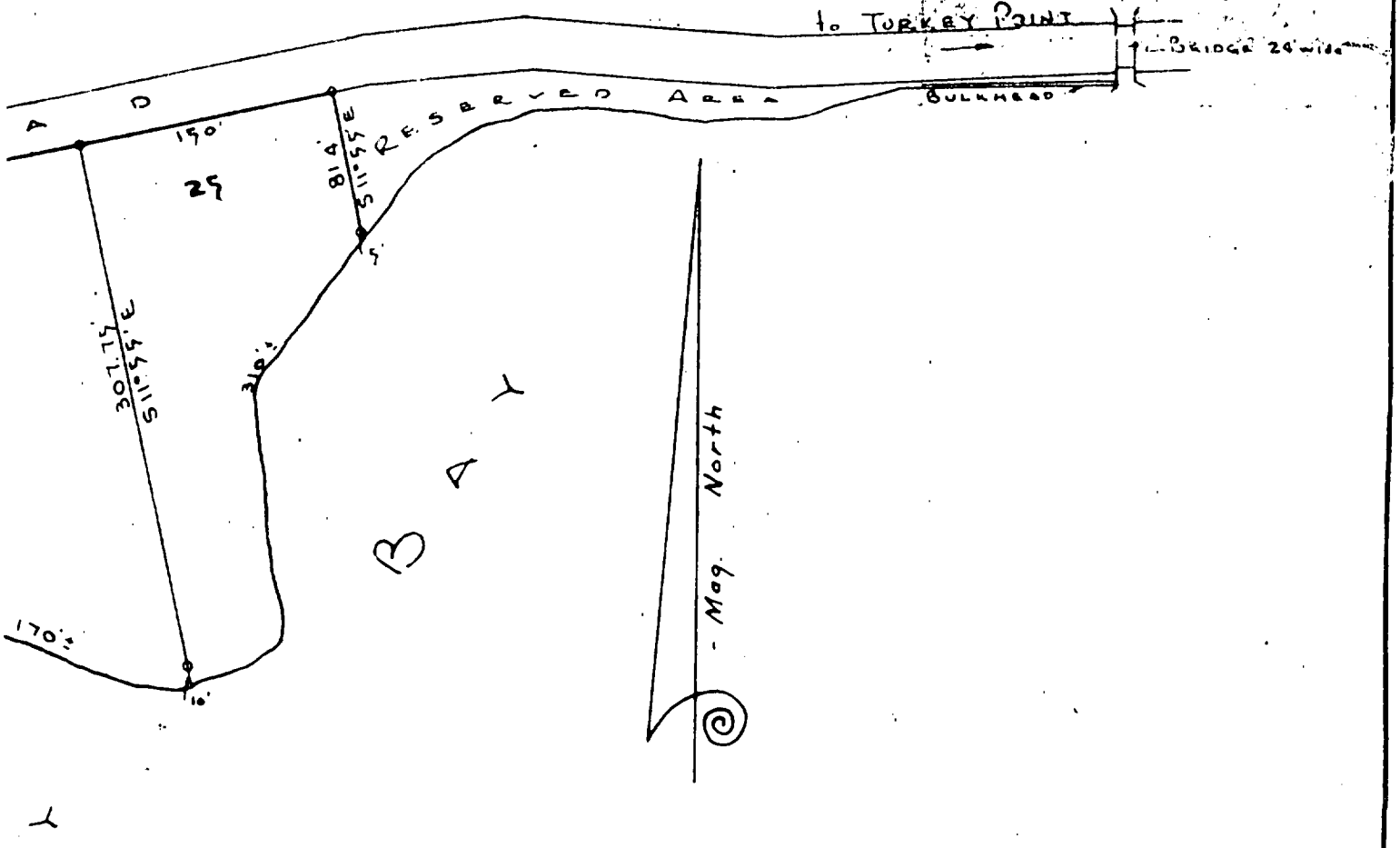
NOTE
SEE THIS SIDE of ROAD
for LOTS 1-24 INCL.



NOTE:
⊕ DENOTES PIPE SET

SNOS.

LIBER 162 PAGE 315



PLAT

LAYOUT of LOTS

on SOUTH SIDE of ROAD leading to TURKEY POINT, A.A Co., MD.

for

CHAS. F. LEE

SCALE: 1" = 100' AUG. 1946

J.R. McCRONE, Jr.

ANNAPOLIS, MD.

Examiner's Exh #1
Ex Parte Matlines
#13087 Equity
Malcolm B. Smith, Examiner

FILED
1961 FEB 11, AM 10:17

LIBER 162 PAGE 316

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

MARVIN I. ANDERSON
MARVIN H. ANDERSON

TELEPHONE
COLONIAL 8-8035

December 7, 1960 #13,087

Mr. Donald Entler Le Beau
Mrs. Pearl Estelle Le Beau
Turkey Point
Mayo, Anne Arundel County
Maryland

Dear Sirs:

You are hereby advised and notified that on January 5, 1961, at 9:15 A.M., testimony will be taken before Mr. Malcolm B. Smith, one of the standing examiners in equity of the Circuit Court for Anne Arundel County for the purpose of substantiating the allegations contained in the petition of Ira Melvin Martines, individually and as committee of the property and estate of Mary Catherine Martines for the sale of certain real estate and for the ratification of the contract of sale of certain real estate in Anne Arundel County allegedly made on August 14, 1953, which petition has been filed in an equity case identified as No. 13,098 Equity in the Circuit Court for Anne Arundel County, Maryland.

This testimony will be taken in the offices of the Court Stenographer on the second floor of the Anne Arundel County Court House, Church Circle, Annapolis, Anne Arundel County, Maryland.

Each of you is requested to be present in my office at No. 92 Franklin Street, Annapolis, Maryland, at 8:30 o'clock A.M. on January 5, 1961, following which each of you will be asked to testify in said case before the said examiner.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson
Solicitor for Petitioner

MHA:dcm
CC: Mr. Ira Melvin Martines
Mr. Vinton T. Bull and
Mr. E. S. Wilkerson

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1961 JAN -4 PM 12 23

48

LIBER 162 PAGE 317

No. 780005

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Mr. Ira Melvin Martenis

STREET AND NO.: Edgewater,

CITY AND STATE: Anne Arundel 6, Md.

POSTMARK OR DATE

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

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee [ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

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

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 12-14-60

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

C55—16—71548-4 GPO

No. 780055

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Mr. and Mrs. Donald LeBeau

STREET AND NO.: Turkey Point

CITY AND STATE: Mayo, Maryland

POSTMARK OR DATE

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

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

[ ] Deliver ONLY to addressee [ ] Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

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

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

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

C55—16—71548-4 GPO

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* *

LIBER 162 PAGE 318

D E C R E E

This cause standing ready for hearing and having been submitted on petition, affidavit, exhibits and testimony, all of the proceedings having been read and considered, it appears to the Court that the petition filed herein is that of Ira Melvin Martines, aged 61 years, who is the husband of Mary Catherine Martines, aged 54 years, both residents of Anne Arundel County in the State of Maryland; that the said Mary Catherine Martines has been a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, since April 29, 1953, and that on March 2, 1959, she was adjudicated incompetent by reason of mental disability by this Court, which adjudication and committment is still in full force and effect; that the said petitioner, Ira Melvin Martines, was appointed Committee to take charge of and manage the property and income of the said Mary Catherine Martines, by this Court pursuant to the decree of this Court passed March 2, 1959; that thereafter the Petitioner, Ira Melvin Martines, qualified before this Court as Committee as aforesaid by entering into an undertaking in the penalty of $1,000.00 conditioned for the faithful performance of his trust; and that he is still acting in the said capacity.

It further appears to the Court that the Petitioner and his said incompetent wife are the owners as tenants by the entireties,

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of certain land and property in Anne Arundel County described in these proceedings as Lot #29 as shown on an unrecorded plat of the lots on the South side of the road leading to Turkey Point, dated August 1946 in the First Election District, being part of the tract of ground secondly described in the Petition for Committee heretofore filed in this case; that the said incompetent Mary Catherine Martines, cannot now or in the forseeable future convey her right, title, interest and estate in and to the said real estate; that by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who stated in their depositions the value and quantity of said property and the facts and circumstances, it appears to the Court that on or about July 20, 1953, the property consisted of the aforesaid unimproved lot of ground for which the petitioner and his said wife agreed in writing and for a consideration of $10.00 in cash to give Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, an option for 30 days to purchase at and for the price of One thousand eight hundred ($1,800.00) dollars while the said Mary Catherine Martines was home on furlough from the said Hospital and that thereafter on August 14, 1953, the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, exercised the said option and agreed with the said Ira Melvin Martines to purchase the said lot of ground in accordance with the provisions of the said option agreement and paid to the said Ira Melvin Martines the sum of Six hundred ($600.00) dollars as a down payment, the balance thereof in the amount of One thousand two hundred ($1,200.00) to be paid thereafter in monthly installments to the said Ira Melvin Martines of Twenty-five ($25.00) dollars per month including interest on the unpaid principal sum at the rate of five (5%) per centum; that at the time that the said Ira Melvin Martines

and his said incompetent wife agreed to give the aforesaid option the said property had yielded no income for the petitioner or for his said incompetent wife since they purchased the same nor could they develop or use the said lot for any purposes other than a building lot because of its location and characteristics; that the petitioner has been forced to expend certain sums of money to pay taxes on this lot without receiving any income therefrom; and that beginning on September 21, 1953 and thereafter until January 28, 1957 the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, the purchasers, made partial payments on the account of the purchase price and interest thereon to the said petitioner; that the total amount paid on account of the said purchase price was One thousand six hundred sixty-seven dollars and twenty-eight cents ($1,667.28); that the total amount of interest paid was One hundred thirty-two dollars and seventy-two cents ($132.72), or a total of One thousand eight hundred dollars ($1,800.00), leaving a balance due on the said purchase price of One hundred thirty-two dollars and seventy-two cents ($132.72) plus interest thereon accounting from January 28, 1957; and that the said purchasers have entered into possession of the said lot and have constructed thereon valuable improvements for which they have expended a large sum of money.

It further appears to the Court by testimony from discreet and responsible witnesses taken before the Examiner of this Court that it is to the best interest and advantage of the said incompetent, Mary Catherine Martines, as well as to the best interest and advantage of the petitioner that a Decree for the sale of the aforesaid lot of ground should be passed and that the said option and contract of sale should be ratified and confirmed by this Court,

it appearing to the Court for the benefit and advantage of the said incompetent that the aforesaid lot be sold for the price and for the terms and conditions set forth in the aforesaid option and contract of sale made in 1953, and that the said lot would not be susceptible of division in kind now or hereafter between the said petitioner and his said incompetent wife.

It further appears to the Court by testimony of the said petitioner taken before the Examiner of this Court that although the said petitioner received all of the aforesaid proceeds of sale which were received on account of the said purchase price and interest which has been paid to date, he has spent all of the said proceeds and interest as well as large sums of his own earnings for the continuing hospitilization and care of his said incompetent wife and for taxes, insurance, repairs and costs of upkeep on the balance of the real estate and improvements which he and his said incompetent wife own as tenants by the entireties but that, nevertheless, in order that all of the said proceeds of sale and interest may be accounted for, he is willing to borrow such sums of money as this Court shall deem proper in order to pay to the estate of the said incompetent wife her share of the said proceeds of sale and interest.

It is thereupon this 3d. day of March in the year Nineteen hundred and sixty-one, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, AND DECREED, that the aforesaid option and contract of sale made in 1953 as aforesaid for the sale of the lot of ground hereinbefore described be and the same is hereby ratified, confirmed and approved; that the said Ira Melvin Martines , Committee as aforesaid, be, and he is hereby authorized, empowered, and directed to join in a conveyance of

the aforesaid lot of ground, with its appurtenances, for the purpose of conveying the aforesaid lot with its appurtenances, in fee simple, to the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, as tenants by the entireties, upon payment to him as Committee, but not before, of the sum of One hundred thirty-two dollars and seventy-two cents ($132.72) plus interest thereon at the rate of five (5%) per centum, accounting from January 28, 1957 by the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, and further upon payment to himself as Committee as aforesaid, but not before, of the sum of $ 979.90, which amount of money the Court hereby fixes and determines as the value of all of the right, title, interest and estate of the said incompetent, Mary Catherine Martines, in and to the aforesaid lot of ground with its appurtenances; and after receiving the aforesaid sums of money, the said Committee shall by a good and sufficient deed to be executed and acknowledged by him individually and as Committee appointed to take charge of and manage the property and income of the said Mary Catherine Martines, incompetent, convey to the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, the aforesaid lot of ground with its appurtenances, free, clear and discharged from all claims of the said incompetent and those claiming by, through, from or under her or them or any of them; and the said Committee shall bring into this Court the aforesaid sums of money to be distributed under the direction of this Court after deducting therefrom the court costs of this proceedings and such attorneys fees as may be allowed the attorney for the said Petitioner by this Court; and the said Ira Melvin Martines, Committee as aforesaid, is hereby required to file in this Court an additional bond with

surety in the penalty of $ 1000 to be approved by the Court or Clerk thereof, conditioned for the faithful performance of the trust reposed in him by the decree of this Court dated March 2, 1959, and by this decree or which may be reposed in him by any future order or decree in the premises.

Benjamin Richardson
JUDGE

LIBER 162 PAGE 324

EX PARTE IN THE MATTER OF	*	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN
INCOMPETENT	*	THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* *

LIBER 10 PAGE 535

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Ira Melvin Martines of Edgewater, Anne Arundel County, Maryland, 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 One Thousand ($1,000.00) dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 14th day of March in the year of our Lord One Thousand Nine Hundred and Sixty-one.

WHEREAS, the above bounden Ira Melvin Martines has been appointed Committee in the proceedings in the case of "Ex Parte in the Matter of Mary Catherine Martines, Incompetent", No. 13,087 Equity, now pending in the Circuit Court of Anne Arundel County by virtue of a decree of the Honorable the Judge of said Court and has been authorized and directed as such Committee to join in a conveyance of and to make sale of part of the property mentioned in said proceedings by virtue of a Decree of the Honorable the Judge of said Court.

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Annapolis, Md.

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Bond approved this 27 day of March, 1961
George T. Cromwell, Clerk

55

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ira Melvin Martines does 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:

Myrtle Stevens

Ira Melvin Martines (SEAL)

As to Surety:

Myrtle Stevens

NATIONAL SURETY CORPORATION

by

Benjamin H. Anderson

Attorney-in-fact

56

LIBER 162 PAGE 326

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN
INCOMPETENT	*	THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* *

COMMITTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, duly appointed by the Decree of this Court dated March 2, 1959, and appointed to convey the property described in the Decree of this Court dated March 3, 1961, to Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, the purchasers, respectfully shows unto Your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the third day of March, 1961, appointing and directing him to convey the property therein described to the purchasers mentioned in these proceedings, the said Ira Melvin Martines, Committee as aforesaid, duly filed his additional bond in the penalty of one thousand ($1,000.00) dollars conditioned for the faithful performance of the trust reposed in him by the Decree of this Court dated March 2, 1959, and by the Decree of this Court dated March 3, 1961, with the National Surety Corporation as Surety thereon, in these proceedings.

2. That on the fourteenth day of March, 1961, the said Ira Melvin Martines, Committee as aforesaid, joined in a conveyance and duly executed, acknowledged, and delivered to Donald

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57

Entler LeBeau and Pearl Estelle LeBeau, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this Court dated March 3, 1961, and described in the said option and contract of sale made in 1953 mentioned in these proceedings, as tenants by the entireties, and to their heirs and assigns, with its appurtenances, free, clear, and discharged from all claims of the said incompetent and those claiming by, through, from, or under her or them or any of them, in accordance with the terms of said option and contract of sale, as directed by this Court's Decree; the said Ira Melvin Martines, Committee as aforesaid, first having received the remaining purchase money and interest due therefore, to wit, one hundred thirty-two dollars and seventy-two cents ($132.72) on account of principal, and thirty-three dollars and eighteen cents ($33.18) on account of interest at the rate of five (5%) per centum per annum on said unpaid purchase money, accounting from January 28, 1957, said whole amount of the purchase price having been paid, and further having first paid to himself as Committee as aforesaid the total sum of nine hundred seventy-nine dollars and ninety cents ($979.90), being the amount of money which the Court has fixed and determined as the value of all of the right, title, interest, and estate of the said incompetent, in and to said property with its appurtenances, the said Ira Melvin Martines, Committee as aforesaid, refunded five dollars ($5.00) for one-half of the total cost of obtaining reproducable copies of the unrecorded plat of said property, which total cost had been advanced by the said purchasers, a copy of which said plat has been filed herein as an exhibit, and also one dollar sixty-five cents ($1.65) for one-fourth of the United States and Maryland Documentary stamps on the said deed, leaving a balance in his hands

58

as Committee as aforesaid of nine hundred seventy-three dollars and twenty-five cents ($973.25), subject to costs, attorney's fee, and other expenses and commissions for distribution to the estate of his said incompetent wife, Mary Catherine Martines.

3. That the said Ira Melvin Martines, Committee as aforesaid, in compliance with the Decree of this Court as aforesaid, now brings into this Court the balance of the money which the Court has fixed and determined as aforesaid as the value of all of the right, title, interest and estate of the said incompetent, in and to the said property with its appurtenances, to wit, the balance of nine hundred seventy-three dollars and twenty-five cents ($973.25) to be distributed to the estate of the said incompetent, Mary Catherine Martines, after deducting therefrom the costs of these proceedings to the date hereof, expenses, attorney's fee, and such commissions as may be allowed the said Committee by this Court in consideration of the performance of his duties as such Committee.

WHEREFORE, the said Ira Melvin Martines, Committee as aforesaid, prays the Court to refer the papers in these proceedings to the auditor of this Court to state an account herein, accordingly, so that the said Committee may pay out and distribute the said balance of the money which the said Committee retains in his hands under the direction of this court.

And, as in duty bound, etc.

Ira Melvin Martines
Ira Melvin Martines, Committee

ANDERSON & ANDERSON

by Marvin H. Anderson

Marvin H. Anderson
92 Franklin Street
Annapolis, Maryland
Solicitors for Committee
Telephone: COlonial 8-5035

59

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27" day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ira Melvin Martines, Committee appointed to take charge of and manage the income and property of Mary Catherine Martines, incompetent, and made oath in due form of law that the matters and things stated in the above report are true as therein stated.

As witness my hand and seal Notarial.

Notary Public

My Commission Expires May 1, 1961.

ORDER OF COURT

On the above Report and Affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 6th day of April, 1961, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to State an Account herein distributing the balance of nine hundred seventy-three dollars and twenty-five cents ($973.25) remaining in the hands of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, incompetent, after deducting therefrom the costs of these proceedings in this Court, expenses and the usual commissions and fee which are hereby allowed the Committee appointed by this Court in consideration of the performance of his duties as such Committee.

Benjamin Weichrodt
JUDGE

FILED
1961 APR. 17

60

In the Case of

LIBER 162 PAGE 330

In the Matter of
Mary Catherine Martines,
~~Mx~~
Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 13,087 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

April 21, 1961

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1961 APR 21 PM 4:00

Dr. In the Matter of Mary Catherine Martines, Incompetent in ac.

To Committee for Commissions, viz:	57	20	57	20
To Committee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	96	75		
Gilbert G. Miller - Sheriff's costs	6	00		
Malcolm B. Smith - Examiner's fee	10	00		
Connie Tuers - Stenographer's fee	23	00		
Auditor - stating this account	18	00	163	75
To Committee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
National Surety Corp. - premium on first bond	10	00		
National Surety Corp. - renewal premium	10	00		
National Surety Corp. - premium on second bond - 3/30/61	10	00		
Dr. Bruno Radauskas - examination and certificate (2/6/59)	10	00		
Dr. Gertrude Fleischmann - examination and certificate (2/6/59)	10	00		
Vincent F. Ferri - notary fees	1	50		
Vinton A. Bull and Eldridge D. Wilkerson - appraisal and testimony	20	00		
One-half cost copies of unrecorded plat	5	00		
One-fourth Federal documentary stamps		55		
One-fourth State documentary stamps	1	10		
Myrtle Sturm - notary fees	2	00		
Martin H. Anderson - fee for legal services to Committee (Order 4/6/61)	150	00		
			242	15
To Committee for Claims Allowed by Order of 4/17/61, viz:				
To Ira Melvin Martines - reimbursement for one-half of amount paid for State and County taxes on real estate ($449.85)	224	93		
To Ira Melvin Martines - reimbursement for one-half fire insurance premiums on improvements ($120.60)	60	30	285	23
BALANCE IN HANDS OF COMMITTEE	231	57	231	57
			979	90

with

Ira Melvin Martines, Committee

Cr.

1961				
Mar.	14	Proceeds of Sale of Lot No. 29, as shown on unrecorded Plat, being the amount determined to be the value of the interest therein of Mary Catherine Martines by Decree dated 3/3/61	979 90	979 90
				979 90

Copy of Order Nisi for Maryland Gazette received this 25 day of April, 1961

Capital ~~Gazette~~ Press, Inc.
by: D. Compton

LIBER 162 PAGE 333

No. 13,087 EQUITY

19 No. Docket

IN THE
CIRCUIT COURT
FOR
Anne Arundel County

In the Matter of

Mary Catherine Martines,
~~Alex~~

Incompetent

Auditor's Report and Account

Order nisi 19

Final order 19

Filed 19

ORDER NISI

Ex Parte,

In the Matter of

~~VERSUS~~

Mary Catherine Martines,

Incompetent

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,087 Equity.

ORDERED, This 21 day of April 19 61, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of May 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 29th day of May next.

FILED
1961 APR 21 PM 4:00

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of June, 1961, 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.

FILED
1961 JUN -2 AM 9:36

Matthew S. Evans

LIBER 162 PAGE 334

OFFI OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 30, 1961

We hereby certify, that the annexed Order Nisi Eq 13,087 Auditor Account Mary Catherine Martines, Incompetent

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 29th day of May, 1961. The first insertion being made the 27th day of April, 1961.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

By A. Tilchman

1961 MAY 31 PM 3:29

No. M. G. 20496

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL County
NO. 13,087 EQUITY

Ex Parte, In the Matter of MARY CATHERINE MARTINES, Incompetent

Ordered, this 21st day of April, 1961, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of May 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 29th day of May next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk

M-11

LIBER 162 PAGE 335

EX PARTE IN THE MATTER OF	*	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN
INCOMPETENT	*	THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

PETITION OF COMMITTEE FOR DECREE RATIFYING CONTRACT OF SALE OF ONE UNIMPROVED LOT AND AUTHORIZING CONVEYANCE OF SAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ira Melvin Martines, Committee of the property and estate of Mary Catherine Martines, by Marvin H. Anderson and Anderson & Anderson, his solicitors, respectfully shows:

1. The he is now sixty-three (63) years of age and that the said Mary Catherine Martines, his wife, is now fifty-seven (57) years of age.

2. That the said Mary Catherine Martines continues to be and is now a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, where she has resided continuously since April 29, 1953.

3. That the said Mary Catherine Martines has no income nor does she have any real or personal property or estate except the remaining part of the real estate and improvements thereon described in the Petition for Committee heretofore filed in this cause which she and the petitioner own as tenants by the entireties, in fee simple.

4. That included in said remaining real estate is an unimproved lot of ground in the First Election District of Anne Arundel County which is shown and designated as lot numbered twenty-eight (28) on a certain unrecorded plat entitled "Layout of Lots on

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

65

South side of Road Leading to Turkey Point, A.A. Co., Md. for Chas. F. Lee", dated August, 1946, made by J. R. McCrone, Jr., surveyor, said lot fronting seventy-five feet on the south side of said road and also fronting one hundred feet, more or less, on Ramsey Bay, with an uneven depth, as shown on said plat, and being part of the same property which was conveyed unto your said petitioner and his said incompetent wife, by the deed secondly described in the Petition for Committee heretofore filed in this cause.

5. That the said lot has never produced any income for your petitioner or for the estate of his said incompetent wife, and your petitioner is and has been unable to rent or otherwise derive any income from the said lot of ground.

6. That your petitioner has been credibly informed, believes, and therefore avers that it is to the best interest of his said incompetent wife and of her estate that the said unimproved lot of ground be sold and that such part of the proceeds of sale thereof as this Honorable Court shall fix as the value of the interest in said lot of the said Mary Catherine Martines be expended for and on account of the said incompetent or invested for and on behalf of her estate under the direction of this Honorable Court.

7. That recently your petitioner received an offer from Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, to purchase the said unimproved lot in fee-simple, and that on July 13, 1962, he entered into a written contract of sale with them for the sale of the said unimproved lot for the total sale price of Two thousand two hundred ($2,200.00) dollars, subject to the ratification of this Honorable Court, all of which will be seen by reference to the contract attached hereto and marked "Petitioner's Exhibit 'A'", which is prayed to be taken as a part hereof.

66

8.. That your petitioner prays and avers that it is to the best interest and advantage of the said incompetent and of her estate that the aforesaid sale of said lot be ratified and confirmed and that your petitioner as committee be directed to join in a conveyance of the said lot to said purchasers upon payment by them in full of the balance due on said purchase price.

WHEREFORE, your petitioner prays:

(a). That a decree may be passed for the sale of the aforesaid lot of ground.

(b). That the said contract of sale may be ratified and confirmed by this Honorable Court.

(c). That upon payment to the Committee of that portion of the said purchase price which this Honorable Court shall fix as the value of the interest in said lot of Mary Catherine Martines your petitioner as committee may be authorized, empowered, and directed to join in a conveyance of the aforesaid lot of ground to the said purchasers, and to convey to them all of the right, title and interest therein of the said Mary Catherine Martines after payment by the said purchasers of the balance due on said purchase price.

(d). That the proceeds of sale be administered under the jurisdiction of this Honorable Court.

(e). That your petitioner may have such other and further relief as his case may require.

And, as in duty bound, etc.

Ira Melvin Martines

Ira Melvin Martines,
Committee of the property and estate of Mary Catherine Martines, his incompetent wife.

Marvin H. Anderson

Marvin H. Anderson

Anderson & Anderson

Anderson & Anderson
92 Franklin Street, Annapolis, Md.
Telephone: COlonial 8-5035
Solicitors for Committee

67

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16" day of July, in the year Nineteen hundred sixty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared IRA MELVIN MARTINES, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, his incompetent wife, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and seal Notarial.

Rosemond S. Coffin Notary Public

My Commission expires
May 6, 1963

ORDER OF COURT

Upon the foregoing petition, affidavit, and exhibit, it is this 17th day of July, in the year nineteen hundred sixty-two, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be, and the same is hereby granted to the petitioner, Ira Melvin Martines, to take testimony before one of the standing examiners in equity of the Circuit Court for Anne Arundel County for the purpose of substantiating the allegations contained in the foregoing petition.

JUDGE

FILED
1962 JUL 17 AM 11:10

68

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
MARY CATHERINE MARTINES	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	EQUITY # 13,087

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

JULY 20,1962

Present:

Marvin H. Anderson, Solicitor for Plaintiff

Emanuel Klawans, Court Examiner and Master

Mrs. Conchita D.Tuers, Court Reporter

Witnesses:

Ira Melvin Martines, pages 2 - 6

Vinton T. Bull, pages 7 - 10

Eldridge Shepherd Wilkerson, pages 11 - 13

FILED

1962 AUG 10 PM 3:23

69

Ira Melvin Martines, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Anderson)

1. Please state your full name and address.

A. Ira Melvin Martines, Edgewater, Maryland, Box 430.

2. How old are you, Mr. Martines?

A. 63.

3. Are you the petitioner in this case?

A. Yes.

4. And have you also been appointed -- have you qualified as the Committee to take charge of and manage the property and income of Mary Catherine Martines?

A. Yes.

4. What relation is she to you?

A. Wife.

5. How old is she at the present time?

A. 57.

6. What is the present status of her mental condition?

A. It is the same. She has been there a long while.

7. Since the last testimony was taken?

(Mr. Klawans)

8. At Spring Grove?

A. At Spring Grove, yes sir.

9. In other words, her mental condition has not changed since you last testified in this case?

A. No sir.

10. Mr. Martines, directing your attention now to the plat, which was filed as Examiner's Exhibit #1 with the testimony which you previously gave in this case, will you tell what lots you and

70

your wife still own as tenants by the entireties?

A. 28,27,26,25.

11. And lot 29 was previously conveyed, is that correct?

A. Yes.

12. Sold to LeBeau?

A. Yes.

13. What is LeBeau's full name?

A. Donald --

14. Donald Entler LeBeau?

A. Yes.

15. And wife?

A. And wife, Pearl Estelle, I think.

16. And directing your attention specifically to lot 28, as shown on that plat, will you describe the lot for us briefly.

A. It is 75 foot front.

17. Is that on the road front?

A. Facing the road and 100 foot facing the water.

18. What water is this?

A. Ramsey Bay.

19. Is the lot improved or unimproved?

A. Unimproved.

20. Has it produced any income for either you or your wife since you have owned it?

A. No, not a penny.

21. And, I believe, previous testimony shows that you and your wife acquired title to all of these lots finally by deed dated May 24, 1955?

A. Yes.

22. Recorded in Liber G.T.C. #985 folio 172, is that correct?

71

A. Yes.

23. Actually you and your wife had been purchasing these lots on an unrecorded contract of sale previous to that time, is that correct?

A. Yes.

24. Do you recall the date of that contract for sale?

A. No, I don't.

25. Well, actually it was previous to 1953, was it not?

A. Yes.

26. Because that is the time that you sold lot 29, so that during that entire period of time neither you nor your wife have received any income from lot 28?

A. No sir, not a penny.

27. What is the terrain of this lot?

A. Well, it is all low and marsh and it wouldn't be any value to anyone without selling it.

28. Do you have any idea how much it would cost to fill in in order to make it suitable for building site, this one lot?

A. Well, I'd say between $1500 and $2000 to fill. Hauling dirt is right expensive filling.

29. Can this particular lot be divided in kind between you and your wife without loss or injury?

A. No sir.

30. Why is that?

A. It is too small to be any use to anyone.

31. What, in your opinion, is the best thing to do with this particular lot at the present time?

A. I think sell it.

32. Why do yousay that?

A. Well, I can't work. I don't have any income. It is no good to

72

either one of us. Just laying there. Pay taxes on it.

33. Do you feel that it is for the best interest and advantage of your wife that this particular lot be sold at this time?

A. Yes, I do.

34. Why do you say that?

A. Well, I have to pay for each month at Spring Grove.

35. No, but aside from that why do you think -- or do you think it is to her interest or advantage to sell this particular lot, at this time?

A. Well, it isn't doing either one of us any good laying there. It is just and expense and it is no good to anyone, the way it is. I feel that we should sell it and divide the money and she will have something and so will I

36. Have you received any inquiries or offers to buy the lot?

A. Yes sir.

37. From whom?

A. Donald LeBeau and wife.

38. And, as you have previously indicated, he is the owner of the adjoining lot 29?

A. Yes sir.

39. Why would the lot be useful to him?

A. Well, he only has a small lot and it would be -- he is commercial and he does some work there andit would be nice for him to have it.

40. So that he could use the lot then without making it a building site, is that correct?

A. Yes.

41. And is he the only party that could make use of the lot at the present time without spending the money to make it a building site?

A. Yes sir, he is. It is right adjoining his place.

73

42. How much has he offered to pay for the lot?

A. $2200 cash.

43. All cash?

A. All cash.

44. Do you feel that this is a fair and reasonable price for the lot?

A. I do, yes sir.

45. Now, in fact, have you signed a contract of sale with Mr. and Mrs. LeBeau for the sale of this particular lot, 28, for the price that you have mentioned on behalf of yourself and your wife subject to ratification by this Court?

A. Yes sir.

46. Is this, which is marked as Petitioner's Exhibit "A" the contract which you signed with them for the sale of this lot?

A. Yes.

(CONTRACT FILED AS EXAMINER'S EXHIBIT #1)

(Mr. Anderson)

I believe that is all the questions I have, Mr. Klawans.

(Mr. Klawans)

Is there anything else you wish to state?

(Witness)

I don't think so, no.

QUESTION BY THE EXAMINER:

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

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

Answer. N.O. . . . . .

Signature. Mrs. Melvin Martine

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

(Mr. Anderson)

1. Would you state your name and address?

A. Vinton T. Bull, Edgewater, Maryland.

2. Are you the Supervisor of Assessments for Anne Arundel County?

A. I am.

3. How many years have you served as Supervisor?

A. Since 1957.

4. In the course of your employment as Supervisor and Assessor, have you had occasion to appraise real estate in Anne Arundel County on many occasions?

A. Yes sir.

5. And this would be for the purpose of tax assessment, is that correct?

A. That is correct.

6. In addition to that, have you also made appraisals of real estate in Anne Arundel County for other purpœs?

A. I have.

7. On many occasions, would you say?

A. On a number.

8. Are you familiar with the values of real estate inthe Turkey Point section of the first election district of Anne Arundel County in the vicinity of the property described by Mr. Martines in his testimony?

A I am.

9. Do you live anywhere in the vicinity of that property?

A. Within a quarter of a mile.

10. Are you familiar with the location and the characteristics of the

76

Martines property, as shown on the plat which has been filed in this case?

A. Yes, I am. I previously owned 30 and 31, so that is why I am familiar with it.

11. Does the plat correctly show the land now owned by Mr. and Mrs. Martines?

A. Yes sir.

12. And what type of land is the residue of the Martines property as shown on that place?

A. Well, the remainder of this land now is marshy.

(Mr. Klawans)

13. You are referring to lots 2- --

(Mr. Anderson)

14. The same lots that they still own, which would be lots 25,26,27, and 28?

A. They are marsh and low.

15. Specifically, have you made an inspection and examination of lot 28, as shown on that particular plat?

A. I am very familiar with lot 28.

16. Will you describe that particular lot?

A. Well, this lot is low and can consists of all marsh, as indicated by this unrecorded plat, as shown as having 75 feet on the road, 100 feet on the waterfront with an average depth here of about 275.

17. Are there any improvements on the property?

A. No sir. There are improvements on lot 29.

18. Is lot 28 suitable for a building site, at the present time?

A. Not at the present time unless there was a lot of fill dirt put in.

19. Have you made an appraisal of lot 28, as shown on the plat in question?

A. Yes sir.

20, What, in your opinion, is the current fair market value of this particular lot?

A. Well, frankly around $2,000 seems to be the average going market value in here.

21. You have based the appraisal on your familiarity with the current sales of property in that locality?

A. That's right.

22. Could this particular lot be divided in kind between Mr. and Mrs. Martines, in your opinion?

A. Not very well, no sir.

23. Why is that?

A. Due to its size and the restrictions on building.

24. Is the lot producing any income to the owners, as far as you know, at the present time?

A. Not to my knowledge.

25. What, in your opinion, is the best thing for the owners of this lot to do with the lot at this particular time?

A. Well, I mean unless he would want to utilize the entire thing for himself, the only thing I see to do, would be to sell it.

26. Are you familiar with the contractof sale which Mr. Martines has entered into with Donald LeBeau and Pearl Estelle LeBeau, his wife, dated July 13,1962, which has been filed as an exhibit with this testimony?

A. I became familiar with this the other day based on the first time I saw it. Prior to that, I didn't know.

27. Do you feel that the price stated in the contract is fair and

TR

reasonable for both of the owners?

A. I certainly think it is a very good price. Based on the average market value as I indicated a few minutes ago, I think it is an exceptionally good price for the condition of the lot.

28. Do you feel that the contract is fair and reasonable and to the advantage of Mrs. Martines, who is incompetent, and to her estate?

A. I do.

29. Why do you feel that way?

A. Well, I think that it is more than a fair price, I think, for the bt and certainly I would think that by receiving a very fair price for the lot, it would be a great deal more help probably to her than the lot laying there.

(Mr. Anderson)

I believe that is all the questions I have.

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature. Vinton P. Bull . . .

Eldridge Shepherd Wilkerson, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Anderson)

1. Would you please state your full name and current address and occupation?

A. Eldridge Shepherd Wilkerson, Tracy's Landing, Maryland, Assistant Supervisor of Assessments.

2. For how many years have you been employed in this capacity?

A. Since '55 -- 1955.

3. And, in the course of your employment, I suppose, that you have had many occasions to appraise real estate in Anne Anundel County in connection with your duties as assessor?

A. That's correct.

4. And, in addition, to those appraisals,have you made appraisals on other occasions of real estate in Anne Arundel County?

A. Yes, I have.

5. On numerous occasions?

A. I would say numerous occasions.

6. Specifically, are you familiar with the values of real estate in that part of the First Election District of Anne Arundel County, known as Turkey Point and in the vicinity of the property of Mr. and Mrs. Martines, described in the testimony inthis case?

A. Yes, I am very familiar with that area.

7. Specifically, have you made an appraisal of lot 28 as shown onthe plat received as an exhibit with the testimony in this case?

A. Yes, I have.

8. Will you describe the lot?

A. The lot is facing on Turkey Point Road with the frontage of 75 feet on the hard surface road with an average depth of approximately

275 feet and 100 feet on Ramsey Bay.

9. Is there anything that you can tell us about the characteristics of this lot, as far as the terrain and its uses and general suitability?

A. The lot is marsh ground. It is not the worse type of marsh ground but it is marshy land. It is low. In its present conditinn, I don't see how you could very well build a building on it.

10. And there are no improvements on it?

A. No improvements.

11. Is it producing any income for the owners, as far as you know?

A. To my knowledge, it would not be.

12. Can this particular lot be divided in kind between the two owners, Mr. and Mrs. Martines? At an advantage?

A. Due to the aize of the lot it couldn't be divided at all to be of an advantage of either. Equally divided it could not be due to its size.

13. What, in your opinion, is the best thing for the owners to do with this lot at the present time?

A. Well, to be to the best interest to the both parties would be to sell the lot in its entirety.

14. Are you familiar with the contract which Mr. Martines has entered into with Donald Entler LeBeau and wife to sell this particular lot?

A. Just recently I have seen the contract.

15. First of all, let me ask you this, what, in your opinion, is the current fair market value of the lot in question?

A. Well, judging from the sales of other lots in that area, approximately $2,000 would be a fair value.

16. Now referring specifically to the contract in question, have you

examined that?

A. Lot 28?

17. Yes, the contract for the sale of lot 28?

A. As I said, just recently I have.

18. What is your opinion of the sale price as indicated on that contract?

A. $2200. I think the price of $2200 is above average for the lot.

19. Do you feel that this contract, which Mr. Martines has signed, is fair and reasonable and to the advantage of his incompetent wife and to her estate?

A. I would say yes.

20. Why do you say that?

A. The lot as it is there, it is no profit or income derived from it and in view of the sale price it is quite a nice sale.

(Mr. Anderson)

I think that is all the questions I have.

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

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

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

Witness my hand and seal this 9th day of August, ~~July~~, 1962

Emanuel Klawans (SEAL)
Examiner

Emanuel Klawans

E.K. $~~25.00~~ 10.00

C. T. $13.00 Pd. ct

PETITIONER'S EXHIBIT 'A'

CONTRACT OF SALE—Form 19.

LIBER 162 PAGE 356

THIS AGREEMENT, Made this 13th day of July

nineteen hundred and sixty-two, between IRA M. MARTINES, individually, and IRA MELVIN MARTINES, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13,087, Equity, to take charge of and manage the property and income of Mary C. Martines, his incompetent wife, acting for and on behalf of the said incompetent, parties

of the first part DONALD ENTLER LE BEAU and PEARL ESTELLE LE BEAU, his wife, parties

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in First Election District of Anne Arundel County, which is shown and designated as Lot #28, on a certain unrecorded plat entitled "Layout of Lots on South Side of Road Leading to Turkey Point, A.A. Co., Md. for Chas. F. Lee", dated August 1946, made by J. R. McCrone, Jr., Surveyor, a copy of which said plat is attached hereto and made a part of this contract.

At and for the price of Two thousand two hundred ($2,200.00) ---------- Dollars.

of which Ten ($10.00) ---------- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon ratification of this contract of sale by the Circuit Court for Anne Arundel County, and the said Ira Melvin Martines, Committee as aforesaid, does hereby agree to immediately institute the required suit in equity in an effort to have the said contract of sale ratified, but the Sellers shall not be liable for any costs or expenses or damages incurred by the parties of the second part in *

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and all other public charges, if any, to be adjusted to date of transfer; documentary stamp taxes to be paid one-half by the Sellers and one-half by the ~~to be paid or allowed for by the Vendor to~~ , ~~nineteen hundred and~~ purchasers.

~~Time is the essence of this contract~~

*the event said ratification is not obtained or in the event title is not good and marketable.

Witness our hands and seals.

TEST:

Rosemond S. Coffin
(as to all)

Ira M Martines [SEAL]
Ira M. Martines

Ira Melvin Martines [SEAL]
Ira Melvin Martines, Committee as above set forth

Donald Entler Le Beau [SEAL]
Donald Entler LeBeau

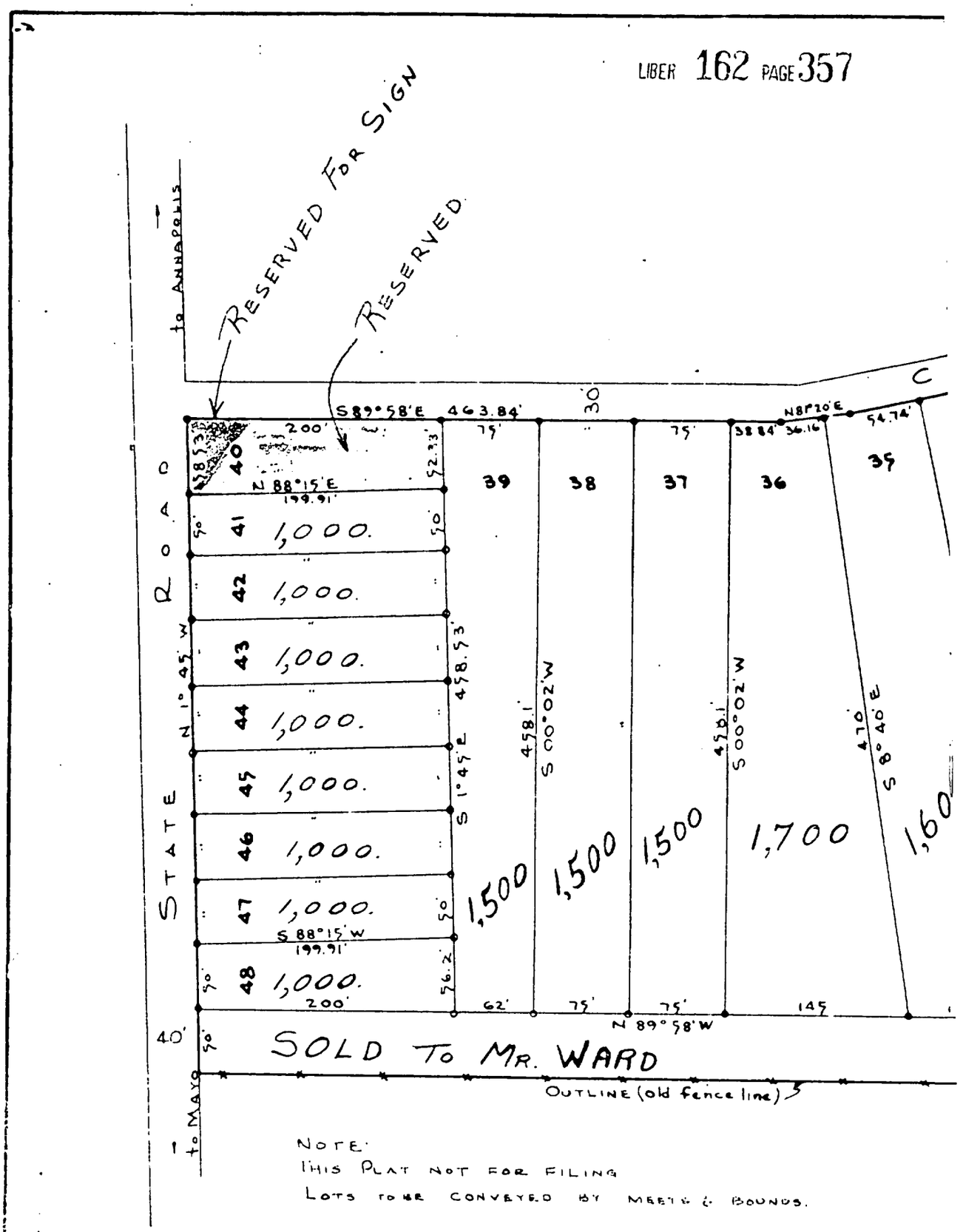
Pearl Estelle LeBeau [SEAL]
Pearl Estelle LeBeau

13,087 Eq
Re Mary C Martines
86

PETITIONER'S EXHIBIT 'A'

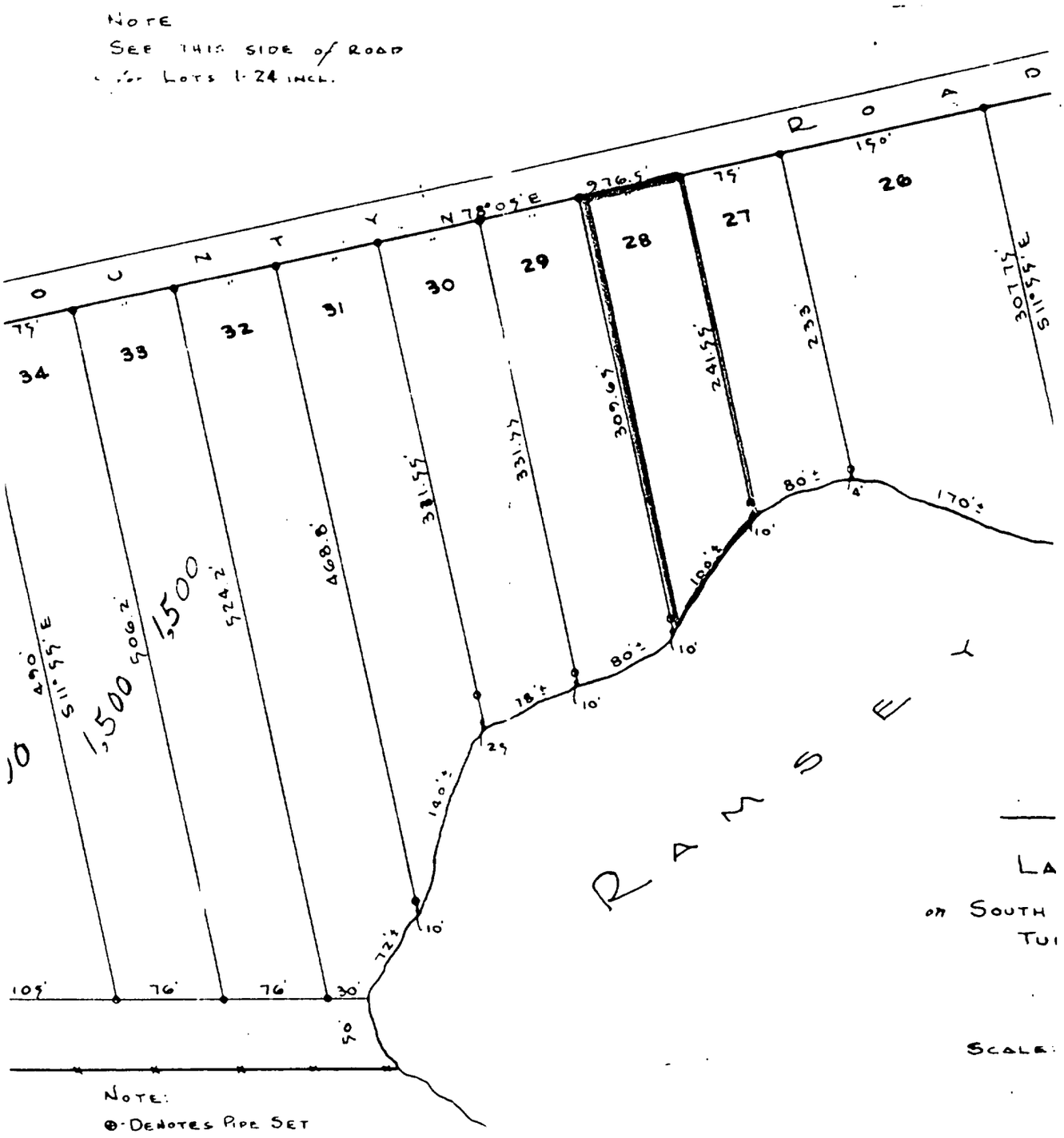
E. Clemens Ed
E. Clemens, Exhibit

LIBER 162 PAGE 357

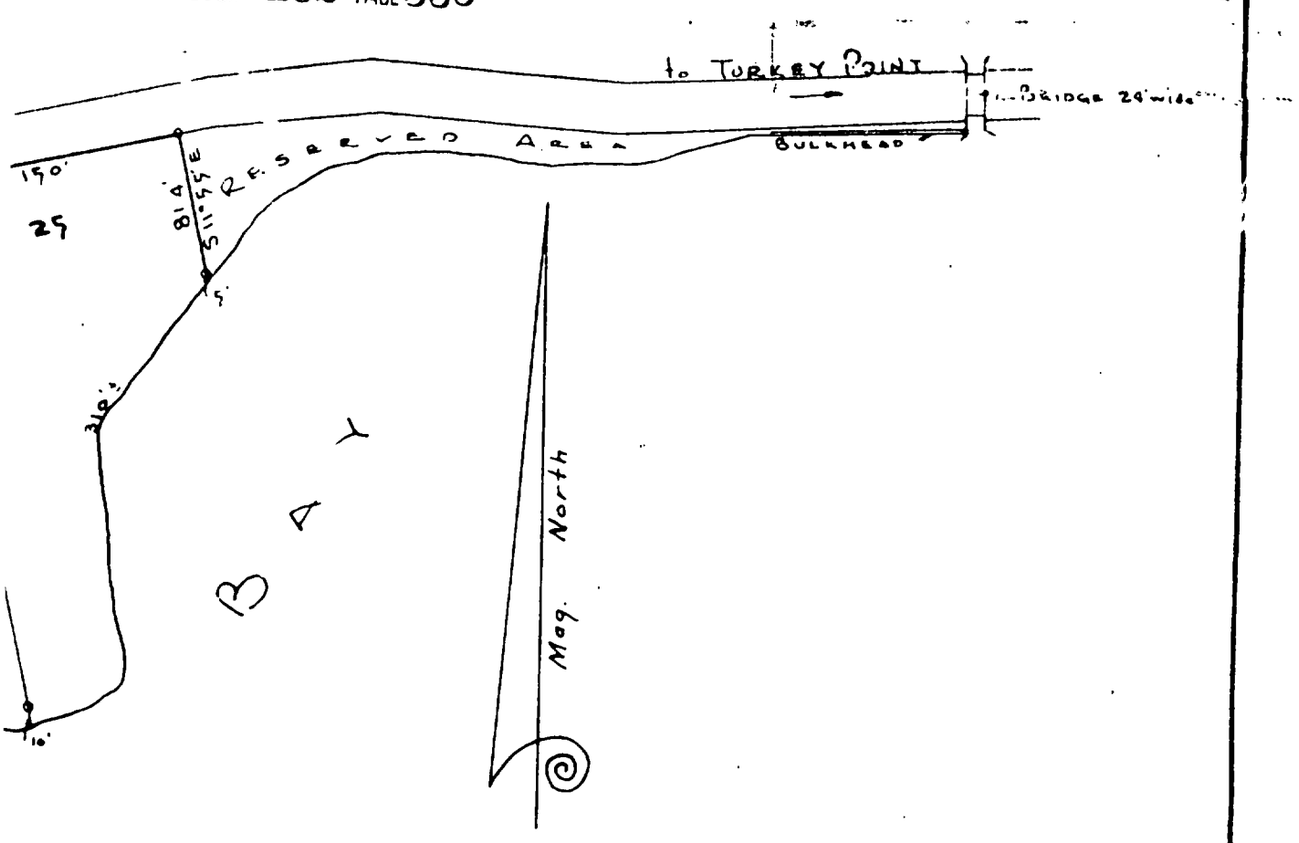


NOTE:
THIS PLAT NOT FOR FILING
LOTS TO BE CONVEYED BY METES & BOUNDS.

LIBER 162 PAGE 358



LIBER 162 PAGE 359



- PLAT —

LAYOUT of LOTS

SIDE of ROAD leading to TURKEY POINT, A.A Co., MD.

for

CHAS. F. LEE

1" = 100' AUG. 1946

J.R McCRONE, Jr.

ANNAPOLIS, MD.

FILED

1962 - JUL 16 PM 4.02

IN THE MATTER OF : No. 13,087 Equity

MARY CATHERINE MARTINES, In The Circuit Court For

INCOMPETENT. Anne Arundel County.

:

REPORT OF EXAMINER AND MASTER

7/16/62 Ira Melvin Martines, Committee for Mary Catherine Martines, filed ex parte petition for a decree that specified realty in Anne Arundel County owned by him and her as tenants by entireties be sold, that a contract made by him for private sale of same be ratified, that he be authorized to convey her rights in the property to the purchasers upon receipt by him as her Committee of such portion of the sales price as the Court may fix as the value of her interest in the property, that the proceeds of sale be distributed under supervision of the Court, and for general relief.

It was formerly necessary that the incompetent be summoned before a decree could be passed for sale of her property. Code, Art. 16 sec. 137 amended this rule so as to allow a decree of sale for purpose of investment to be passed without service of process upon her. The Court of Appeals of Maryland has held that this section of the statute allows a decree for sale to be passed without service of process if it be for the best interest and advantage of the incompetent. (In The Matter Of Easton, Incompetent, 214 Md 176, 189). Examination of the record of that case shows it was not for purpose of reinvestment, and the reasons given in the Court's opinion would apply as well to other instances than sales for reinvestment. An ex parte petition of the Committee is therefore legally sufficient, if the proposed sale is for the incompetent's best interest and advantage, as is alleged in the petition.

The record of the above titled case shows that Mary Catherine Martines was adjudicated mentally incompetent by decree of this Court dated March 2, 1959, and that Ira Melvin Martines was appointed as Committee to take charge of and manage her property and income by that decree, under jurisdiction of this Court, provided that he post one thousand dollar bond as Committee, and such bond was duly posted and approved by the Clerk of Court. The testimony before the Examiner shows

88

that she still is in Spring Grove State Hospital.

Allegations and testimony in the record of this case show that realty in Anne Arundel County was conveyed to Ira Melvin Martines and Mary Catherine Martines, his wife, as tenants by entireties in fee simple, by deed from Waterfront Estates, Incorporated, dated March 24, 1955, recorded J.H.H. 985 folio 172. Examination of that land record verifies this. The land conveyed to them is described by surveyor's description, and also as being lots 25, 26, 27, 28, and 29 on an unrecorded plat entitled "Layout Of Lots On South Side Of Road Leading To Turkey Point, A.A. Co., Md.", for Chas. F. Lee, made August 1946, by J. R. McCrone, Jr.

This Court has heretofore decreed a private sale of lot 29 to Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, by decree of this Court dated March 3, 1961, in the record of this case. The decree required the Committee to post additional one thousand dollar bond, and this was posted and approved by the Clerk of Court. In this instance the Court valued her interest in lot 29 at one-half of the proceeds of sale.

The present petition seeks a decree for sale of lot 28 of the above designated property held as tenants by entireties in fee simple, to Donald Entler Le Beau and Pearl Estelle LeBeau, his wife, at the price of $2,200 cash upon ratification of sale, taxes adjusted to date of transfer, vendor to pay half the documentary stamps. The contract, and a copy of the plat, is filed in evidence as Examiner's Exhibit 1.

Expert testimony of two real estate appraisers is that the current market value of lot 28 is $2,000.00, and the contracted price is a fair price for the property.

Evidence shows the lot has 100 feet on Ramsay Bay, and its general dimensions are 75 feet by 275 feet. It is all marsh, and much filling is necessary before it can be built upon. It is unimproved. It produces no income. It is too small to be susceptible in itself of division in kind, and county ordinances prohibit building upon it if it were to be subdivided into smaller separated pieces.

Evidence is that the lot is useless to its present owners, produces no income, incurs expense for taxes, cannot be built upon without expensive filling and therefore is not readily saleable, and the present sale produces more than its fair market value, so that it is for the best interest and advantage of the incompetent, as well as that of her husband, that this Court decree that it be sold, and ratify the contract of sale here offered; and that the proceeds of sale be divided between husband and wife as authorized by Art. 16 sec. 138. When Lot 29 was sold, this Court valued the incompetent's interest at one-half of the sales price, and the same division seems equitable in reference to lot 28. His age is 63, and hers is 57.

The evidence before the Examiner proves the value, quantity and condition of the property, and that the proposed sale is for the interest and advantage of the incompetent, as is required by Art. 16 sec. 140 before a decree is passed. It is recommended that a decree for sale of lot 28 be passed, and that the offered contract of pfivate sale be ratified. The petitioner's solicitor has submitted the attached proposed decree, which appears proper. It is recommended that $1,100.00 be filled into the space left for value of her interest in lot 28 (one-half its sales price), and that this decree be passed.

E. Clowes

Examiner And Master

EX PARTE IN THE MATTER OF	*	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN
INCOMPETENT	*	THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * *

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree for the sale of the one unimproved lot described in the written contract of sale dated July 13, 1962, between Ira M. Martines, individually, and Ira Melvin Martines, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13,087, Equity, to take charge of and manage the property and income of Mary C. Martines, his incompetent wife, acting for and on behalf of the said incompetent, as sellers and Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, purchasers.

Ira M. Martines

Ira Melvin Martines, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13,087 Equity to take charge of and manage the property and income of Mary C. Martines, his incompetent wife.

Donald Entler LeBeau

Pearl Estelle LeBeau

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91

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

D E C R E E

This cause standing ready for hearing and having been submitted on petition, affidavit, exhibits and testimony, all of the proceedings having been read and considered, it appears to the Court that the petition filed herein is that of Ira Melvin Martines, aged 63 years, who is the husband of Mary Catherine Martines, aged 57 years, both residents of Anne Arundel County, in the State of Maryland; that the said Mary Catherine Martines has been a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, since April 29, 1953, and that on March 2, 1959, she was adjudicated incompetent by reason of mental disability by this Court, which adjudication and committment is still in full force and effect; that the said petitioner, Ira Melvin Martines, was appointed Committee to take charge of and manage the property and income of the said Mary Catherine Martines, by this Court pursuant to the decree of this Court passed March 2, 1959; that thereafter the Petitioner, Ira Melvin Martines, qualified before this Court as Committee as aforesaid by entering into an undertaking in the penalty of $1,000.00 conditioned for the faithful performance of his trust; and that he is still acting in the said capacity.

It further appears to the Court that the Petitioner and his said incompetent wife are the owners as tenants by the entireties, of certain land and property in Anne Arundel County described in

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92

these proceedings as Lot #28 as shown on an unrecorded plat of the lots on the South side of the road leading to Turkey Point, dated August 1946 in the First Election District, being part of the tract of ground secondly described in the Petition for Committee heretofore filed in this case; that the said incompetent Mary Catherine Martines, cannot now or in the forseeable future convey her right, title, interest and estate in and to the said real estate; that by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who stated in their depositions the value and quantity of said property and the facts and circumstances, it appears to the Court that the said lot of ground has yielded no income for the Petitioner or for his incompetent wife since they purchased the same, that they could not develop or use the said lot for any purpose other than a building lot because of its location and characteristics, that the Petitioner has been forced to expend certain sums of money to pay taxes on this lot without receiving any income therefrom, that the lot cannot be used or developed for any purpose without the expenditure of a substantial sum of money in order to fill in and grade the same, and that on or about July 13, 1962, the said Ira M. Martines, individually and as Committee appointed by this Court to take charge of and manage the property and income of the said Mary Catherine Martines, his incompetent wife, acting for and on behalf of his said incompetent wife, entered into the written contract for the sale of said property to Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, described in the testimony in these proceedings whereby the former has sold unto the latter said lot of ground at and for the price of Two thousand two hundred ($2,200.00) dollars, subject to the ratification of said contract of sale by this Court.

93

It further appears to the Court by testimony from discreet and responsible witnesses taken before the Examiner of this Court that it is to the best interest and advantage of the said incompetent, Mary Catherine Martines, as well as to the best interest and advantage of the Petitioner that a Decree for the sale of the aforesaid lot of ground should be passed and that the said contract of sale dated July 13, 1962, should be ratified and confirmed by this Court, it appearing to the Court for the benefit and advantage of the said incompetent that the aforesaid lot be sold for the price and for the terms and conditions set forth in the aforesaid contract of sale dated July 13, 1962, and that the said lot would not be susceptible of division in kind now or hereafter between the said petitioner and his said incompetent wife.

It is thereupon this 13th day of August in the year Nineteen hundred sixty-two, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED, that the aforesaid contract of sale dated July 13, 1952, made as aforesaid for the sale of the lot of ground hereinbefore described; be and the same is hereby ratified, confirmed and approved; that the said Ira Melvin Martines, Committee as aforesaid, be, and he is hereby authorized, empowered and directed to join in a conveyance of the aforesaid lot of ground, with its appurtenances, for the purpose of conveying the aforesaid lot with its appurtenances, in fee-simple, to the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, as tenants by the entireties, upon payment to him as Committee, but not before, the sum of $1100.00, which amount of money the Court hereby affixes and determines as the value of all of the right, title, interest and estate of the said incompetent, Mary Catherine Martines, in and to the aforesaid lot of ground with its appurtenances; and after receiving the aforesaid sum of money,

94

he, the said Committee, shall by good and sufficient deed to be executed and acknowledged by himself individually and as Committee appointed to take charge of and manage the property and income of the said Mary Catherine Martines, incompetent, convey to the said Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, as tenants by the entireties, their heirs and assigns, in fee-simple, the aforesaid lot of ground with its appurtenances, free, clear and discharged from all claims of the said incompetent and those claiming by, through, from or under her or them or any of them; and the said Committee shall bring into this Court the aforesaid sums of money to be distributed under the direction of this Court after deducting therefrom the Court costs of this proceedings and such attorneys fees as may be allowed the attorney for the said Petitioner by this Court.

JUDGE

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
	*	IN
OF MARY CATHERINE MARTINES,	*	THE CIRCUIT COURT
INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY

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

COMMITTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, duly appointed by the Decree of this Court dated March 2, 1959, and appointed to convey the property described in the Decree of this Court dated August 13, 1962, to Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, the purchasers, respectfully shows unto Your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the third day of March, 1961, appointing and directing him to convey the property therein described to the purchasers mentioned in these proceedings, the said Ira Melvin Martines, Committee as aforesaid, duly filed his additional bond in the penalty of one thousand ($1,000.00) dollars conditioned for the faithful performance of the trust reposed in him by the Decree of this Court dated March 2, 1959, and by the Decree of this Court dated March 3, 1961, with the National Surety Corporation as Surety thereon, in these proceedings.

2. That on the twenty-first day of August, 1962, the said Ira Melvin Martines, Committee as aforesaid, joined in a conveyance and duly executed, acknowledged, and delivered to Donald Entler LeBeau and Pearl Estelle LeBeau, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this

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96

Court dated August 13, 1962, and described in the written contract of sale dated July 13, 1962, mentioned in these proceedings, as tenants by the entireties, and to their heirs and assigns, with its appurtenances, free, clear, and discharged from all claims of the said incompetent and those claiming by, through, from, or under her or them or any of them, in accordance with the terms of said written contract of sale, as directed by this Court's Decree; the said Ira Melvin Martines, Committee as aforesaid, first having received the remaining purchase money and interest due therefor, to wit, Two thousand one hundred ninety ($2,190.00) dollars on account of principal, and Fourteen dollars and four cents ($14.04) on account of interest on the unpaid purchase money in the amount of Two thousand one hundred ninety ($2,190.00) dollars from July 13, 1962, to August 21, 1962, at the rate of thirty-six ($.36) cents per day for thirty-nine (39) days, said whole amount of the purchase price having been paid, and further having first paid to himself as Committee as aforesaid the total sum of One thousand one hundred seven dollars and two cents ($1,107.02), being the amount of money which the Court has fixed and determined as the value of all of the right, title, interest, and estate of the said incompetent, in and to said property with its appurtenances, leaving a balance in his hands as Committee as aforesaid of One thousand one hundred seven dollars and two cents ($1,107.02), subject to costs, attorney's fee, and other expenses and commissions for distribution to the estate of his said incompetent wife, Mary Catherine Martines.

3. That the said Ira Melvin Martines, Committee as aforesaid, in compliance with the Decree of this Court as aforesaid, now brings into this Court the balance of the money which the Court has

97

fixed and determined as aforesaid as the value of all of the right, title, interest and estate of the said incompetent, in and to the said property with its appurtenances, to wit, the balance of One thousand one hundred seven dollars and two cents ($1,107.02) to be distributed to the estate of the said incompetent, Mary Catherine Martines, after deducting therefrom the costs of these proceedings to the date hereof, expenses, attorney's fee, and such commissions as may be allowed the said Committee by this Court in consideration of the performance of his duties as such Committee.

WHEREFORE, the said Ira Melvin Martines, Committee as aforesaid, prays the Court to refer the papers in these proceedings to the auditor of this Court to state an account herein, accordingly, so that the said Committee may pay out and distribute the said balance of the money which the said Committee retains in his hands under the direction of this court.

And, as in duty bound, etc.

Ira Melvin Martines, Committee

ANDERSON & ANDERSON

by Marvin H. Anderson

Marvin H. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035
Solicitors for Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ira Melvin Martines, Committee appointed to take charge of and manage the income and property of Mary Catherine Martines, incompetent, and made oath in due form of law that the matters and things stated in the above report are true as therein stated.

98

As witness my hand and seal Notarial.

Rosemond S. Coffin Notary Public

My Commission Expires
May 6, 1963

ORDER OF COURT

On the above Report and Affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 29th day of August, 1962, that the papers in these proceedings be and they are hereby referred to the Auditor of this Court to State an Account herein distributing the balance of One thousand one hundred seven dollars and two cents ($1,107.02) remaining in the hands of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, incompetent, after deducting therefrom the costs of these proceedings in this Court, expenses and the usual commissions, and fee which are hereby allowed the Committee appointed by this Court in consideration of the performance of his duties as such Committee.

O. Bruce Duckett
JUDGE

1962 AUG 29 PM 1:12

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

LIBER 162 PAGE 372

Date of Settlement: gust 21, 1962
Description of Real Estate: Unimproved Lot No. 28 on unrecorded plat "Layout of Lots on S. side of Road leading to Turkey Point"

in the First Election District of Anne Arundel County, Maryland

BUYERS: Donald Entler LeBeau and Pearl Estelle LeBeau, his wife

SELLERS: Ira M. Martines, Individually and as Committee of Mary Catherine Martines, who is incompetent

MEMORANDUM OF SETTLEMENT BETWEEN BUYER(S) AND SELLER(S)

I. Credits To Seller(s):

A. Purchase price of (fee-simple) (leasehold) estate (as per written contract of sale dated July 13, 1962) — $ 2,200.00

B. Prepaid obligations already levied or charged, viz:

1. 19___ State and County real estate taxes totalling $___; ___ days @ $___ per day — $___
2. 19___ Anne Arundel County Sanitary Commission sewer benefit assessment totalling $___; ___ days @ $___ per day — $___
3. 19___ Anne Arundel County Sanitary Commission water benefit assessment totalling $___; ___ days @ $___ per day — $___
4. 19___ City of Annapolis real estate taxes totalling $___; ___ days @ $___ per day — $___
5. Ground Rent from ___, 19___, to ___, 19___, totalling $___; ___ days @ $___ per day — $___
6. Water Rent from ___, 19___, to ___, 19___, totalling $___; ___ days @ $___ per day — $___
7. House Rent from ___, 19___, to ___, 19___, totalling $___; ___ days @ $___ per day — $___
8. ___ — $___
9. ___ — $___

C. Notary fee(s) — $___

D. Interest on unpaid purchase money in amount of $ 2,190.00 from July 13, 1962, to August 21, 1962 @ .36 per day for 39 days — $ 14.04

E. ___ — $___

F. Preparation of deed ordered by Buyers — $ 15.00

TOTAL CREDITS TO SELLER(S) . . . . . $ 2,229.04

II. Credits To Buyer(s) (Deductions From Credits To Seller(s)):

A. Amounts previously paid by Buyer(s) on account, viz:

1. Deposit paid on July 13, 1962, now retained by Seller, and the undersigned do hereby authorize and direct the payment of the same as follows: To be retained by Seller — $ 10.00
2. Deposit paid on ___, 19___, now retained by ___, and the undersigned do hereby authorize and direct the payment of the same as follows: ___ — $___
3. ___ — $___

B. Unpaid obligations already levied or charged, viz:

1. 19___ State and County real estate taxes totalling $___; ___ days @ $___ per day — $___
2. 19___ Anne Arundel County Sanitary Commission sewer benefit assessment totalling $___; ___ days @ $___ per day — $___
3. 19___ Anne Arundel County Sanitary Commission water benefit assessment totalling $___; ___ days @ $___ per day — $___
4. 19___ City of Annapolis real estate taxes totalling $___; ___ days @ $___ per day — $___
5. Ground Rent from ___, 19___, to ___, 19___, totalling $___; ___ days @ $___ per day — $___
6. Water Rent from ___, 19___, to ___, 19___, totalling $___; ___ days @ $___ per day — $___
7. House Rent from ___, 19___, to ___, 19___, totalling $___; ___ days @ $___ per day — $___
8. ___ — $___
9. ___ — $___

C. Unsatisfied liens and encumbrances, viz:

1. (Mortgage) (Deed of Trust) dated ....., 19....., recorded in Liber ..... No....., folio ....., payable to ..... as per statement rendered by lienholder $_____

2. (Mortgage) (Deed of Trust) dated ....., 19....., recorded in Liber ..... No....., folio ....., payable to ..... as per statement rendered by lienholder $_____

3. Judgment payable to ..... dated ....., 19....., as per statement rendered by lienholder $_____

4. Judgment payable to ..... dated ....., 19....., as per statement rendered by lienholder $_____

5. ..... $_____

6. ..... $_____

7. ..... $_____

D. Perfection of sellers' title, viz:

1. Cost of recording release(s) of (mortgage(s)) (deed(s)) of trust $_____

2. Court costs ..... $_____

3. Court costs ..... $_____

4. Cost of recording confirmatory deed(s) $_____

5. Cost of recording waiver of ..... $_____

6. Cost of ..... $_____

7. Cost of ..... $_____

8. Cost of ..... $_____

E. Revenue stamps on deed to Buyer(s), viz:

1. United States ($ 2.75); one-half equals $ 1.38
2. Maryland ($ 5.50); one-half equals $ 2.75

F. Surveyor ..... $_____

G. Notary fee(s) $_____

H. Amount of (Purchase Money) (Mortgage) (Deed of Trust) (from Buyer(s) to Seller(s) (assumed by Buyer(s)) ..... $_____

TOTAL CREDITS TO BUYER(S) (or TOTAL DEDUCTIONS FROM SELLER(S)' CREDITS) . . $ 14.13

NET AMOUNT DUE SELLER(S) BY PURCHASER(S) $ 2,214.91

By Net proceeds of Buyer(s)' Mortgage . . . . . $_____

By (cash) (check) given at settlement . . . . . $ 2,214.91

Total . . . . . $ 2,214.91 $ 2,214.91

LESS: (Balance) due on real estate commissions to None for sale of said property, and the undersigned do hereby authorize and direct the payment of the same . . . . . $ n/a

CASH ACTUALLY RECEIVED BY SELLER(S) AT SETTLEMENT $ 2,214.91

The undersigned Buyer(s) and Seller(s) ha(s) (ve) examined the above statement and find it correct, and it is agreed that any errors or omissions thereon will be adjusted between us and paid by us as required by the attorney completing this settlement.

The Seller(s) hereby acknowledge(s) receipt of $ 2,214.91 in full settlement of the net amount due said Seller(s) from the Buyer(s) for said property and hereby authorize the deductions as shown above.

by None, the real estate agent, hereby acknowledges receipt of $ n/a in full settlement, satisfaction, and payment of all commissions and amounts due said agent on account of the within mentioned transaction.

Ira M. Martines

Ira Melvin Martines, Committee as aforesaid — Seller(s)

Donald Entler LeBeau

Pearl Estelle LeBeau — Buyer(s)

by .....
Real Estate Agent

Persons present at settlement in addition to Seller(s) and Buyer(s)

.....

.....

.....

.....

Settlements are made subject to further adjustment between the parties in the event of errors or omissions; and Anderson & Anderson assumes no responsibility for the accuracy of information supplied as to taxes, assessments, or balances on existing encumbrances.

Buyers to pay enclosed Survey Bill of [illegible]

191

LIBER 162 PAGE 374

In the Case of

IN THE MATTER OF

MARY CATHERINE MARTINES, INCOMPETENT

VS.

In the

Circuit Court

For

Anne Arundel County

No. 13,087 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.

September 13, 1962

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1 day of October, 1962, 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 W. Phipps

Clerk

Per: [illegible], deputy

FILED

1962 OCT -1 PM 2:03

Dr. IN THE MATTER OF MARY CATHERINE MARTINES, Incompetent

In Acct. with Ira Melvin, Committee

					Cr.	
1962						
Aug.	21	Proceeds of Sale of Lot No. 28 as shown				
		on unrecorded Plat, being the amount				
		determined to be the value of the interest				
		therein of Mary Catherine Martines by				
		Order dated August 29, 1962	1,107	02	1,107	02
					1,107	02
		To Committee for Commissions, viz:	62	28	62	28
		To Committee for Court Costs, viz:				
		Clerk of Court - Additional court costs	10	75		
		Emanuel Klawans - Examiner's fee	10	00		
		Connie Tuers - Stenographer's fee	13	00		
		Auditor - stating this account	22	50	56	25
		To Committee for expenses, viz:				
		National Surety Corp. - Bond premiums				
		Vinton A. Bull and Eldridge D. Wilkerson	20	00		
		Appraisal and testimony	20	00		
		One fourth cost documentary stamps	2	07		
		Marvin H. Anderson - fee for legal services				
		to Committee (Order 8/29/62)	150	00		
		Rosemond S. Coffin - Notary Fees	1	50		
		Myrtle Sturm - Notary fee		50	194	07
		To Committee for claims allowed by				
		Order of 9/10/62 viz;				

	To Ira Melvin Martines - reimbursement				
	for one-half of amount paid for State and				
	County taxes on real estate (370.60)	185	30		
	To Ira Melvin Martines - reimbursement				
	for one-half fire insurance premiums on				
	improvements (70.40)	35	20	220	50
	Balance in Hands of Committee	573	92	573	92
				1,107	02

LIBER 162 PAGE 377

EX PARTE IN THE MATTER OF	:	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

PETITION OF COMMITTEE FOR DECREE RATIFYING CONTRACT OF SALE OF ONE UNIMPROVED LOT -AND AUTHORIZING CONVEYANCE OF SAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ira Melvin Martines, Committee of the property and estate of Mary Catherine Martines, by Marvin H. Anderson and Anderson and Anderson, his solicitors, respectfully shows:

1. That he is now sixty-four (64) years of age and that the said Mary Catherine Martines, his wife, is now fifty-eight (58) years of age.

2. That the said Mary Catherine Martines continues to be and is now a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, where she has resided continuously since April 29, 1953.

3. That the said Mary Catherine Martines has no income nor does she have any real or personal property or estate except the remaining part of the real estate and improvements thereon described in the Petition for Committee heretofore filed in this cause which she and the petitioner own as tenants by the entireties, in fee simple.

4. That included in said remaining real estate is an unimproved lot of ground in the First Election District of Anne Arundel County which is shown and designated as lot numbered twenty-seven (27) on a certain unrecorded plat entitled Layout of lots on South side of Road leading to Turkey Point, A.A.Co., Md.

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105

for Chas. F. Lee", dated August, 1946, made by J.R.McCrone, Jr., surveyor, said lot fronting seventy-five feet on the south side of said road and also fronting seventy-six and forty-one hundredths feeton Ramsey Bay, with an uneven depth, as shown on said plat, and being part of the same property which was conveyed unto your said petitioner and his said incompetent wife, by the deed secondly described in the Petition for Committee heretofore filed in this cause.

5. That the said lot has never produced any income for your petitioner or for the estate of his said incompetent wife, and your petitioner is and has been unable to rent or otherwise derive any income from the said lot of ground.

6. That your petitioner has been credibly informed, believes, and therefore avers that it is to the best interest of his said incompetent wife and of her estate that the said unimproved lot of ground be sold and that such part of the proceeds of sale thereof as this Honorable Court shall fix as the value of the interest in said lot of the said Mary Catherine Martines be expended for and on account of the said incompetent or invested for and on behalf of her estate under the direction of this Honorable Court.

7. That recently your petitioner received an offer from Richard Linwood Tang and Hazel Irene Tang, his wife, to purchase the said unimproved lot in fee simple, and that on January 21, 1963, he entered into a written contract of sale with them for the sale of the said unimproved lot for the total sale price of Two thousand two hundred ($2,200.00) ddlars, subject to the ratification of this Honorable, Court, all of which will be seen by reference to the contract attached hereto and marked Petitioner's Exhibit 'A'", which is prayed to be taken as a part hereof.

8. That your petitioner prays and avers that it is to the best interest and advantage of the said incompetent and of her estate that the aforesaid sale of said lot be ratified and confimred and that your petitioner as committee be directed to join

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106

in a conveyance of the said lot to said purchasers upon payment by them in full of the balance due on said purchase price.

WHEREFORE, your petitioner prays:

(a) That a decree may be passed for the sale of the aforesaid lot of ground.

(b) That the said contract of sale may be ratified and confirmed by this Honorable Court.

(c) That upon payment to the Committee of that portion of the said purchase price which this Honorable Court shall fix as the value of the interest in said lot of Mary Catherine Martines your petitioner as committee may be authorized, empowered, and directed to join in a conveyance of the aforesaid lot of ground to the said purchasers, and to convey to them all of the right, title, and interest therein of the said Mary Catherine Martines after payment by the said purchasers of the balance due on said purchase price.

(d) That the proceeds of sale be administered under the jurisdiction of this Honorable Court.

(e) That your petitioner may have such other and further relief as his case may require.

And, as in duty bound, etc.

Ira Melvin Martines

Ira Melvin Martines, Committee of the property and estate Mary Catherine Martines, his incompetent wife

Marvin H. Anderson

Anderson & Anderson

Anderson & Anderson
92 Franklin Street, Annapolis, Md.
Telephone : Colonila 8-5035
Solicitors for Committee

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

107

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of January in the year Nineteen hundred and sixty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ida Melvin Martines, Committee appointed to ta ke charge of and manage the property and income of Mary Catherine Martines, his incompetent wife, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth.

Witness my hand and seal Notarial,

My Commission expires May 6, 1963. Myrtle F Turner
Notary Public

ORDER OF COURT

Upon the foregoing petition, affidavit and exhibit, it is this 23rd day of January, in the year nineteen hundred and sixty-three, by the Circuit Court for Anne Arundel County, in EQUITY, ORDERED that leave be and the same is hereby granted to the petitioner, Ira Melvin Martines, to take testimony before one of the standing examiners in equity of the Circuit Court for Anne Arundel County for the purchase of substantiating the allegations contained in the foregoing petition.

D. Brun Duckett
Judge

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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LIBER 162 PAGE 381

CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 21 day of January nineteen hundred and sixty-three, between IRA M. MARTINES individually, and IRA MELVIN MARTINES, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13087 Equity, to take charge of and manage the property and income of Mary C. Martines, his incompetent wife, acting for and on behalf of the said incompetent, parties of the first part and RICHARD LINWOOD TANG and HAZEL IRENE TANG, his wife, 10615 Ordway Drive, Silver Spring, Maryland, parties of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the First Election District of Anne Arundel County, Maryland, being designated as lot Number 27 on an unrecorded plat made by J.R.McCrone, Jr., Inc. July 26, 1962, said lot having a frontage on Turkey Point County Road of 75 feet as shown on said plat. Being a part of the same property which was conveyed to the said Ira M. Martines and Mary C. Martines, his wife, by the Waterfront Estate, Inc., a body corporate by deed dated March 24, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 985 folio 172.

At and for the price of Twenty-two hundred - - - - - - - - - - - - - Dollars,

of which Five hundred - Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon ratification of this contract of sale by the Circuit Court for Anne Arundel County, and the said Ira M. Martines, Committee as aforesaid, does hereby agree to immediately institute the required suit in equity in an effort to have the said contract of sale ratified, but the Sellers shall not be liable for any costs or expenses or damages incurred by the parties of the second partin the event said ratification is not obtained or in the event title is not good* And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and all other public charges, if any, to be adjusted to date of transfer; documentary stamps taxes to be paid one-half by the Sellers and one-half by ~~to be paid or allowed for by the Vendor~~ the Purchasers.

* marketable.

~~xxxxxxxxxxxxxxxxxxxxxxxxxxx~~

Witness our hands and seals.

TEST: as to I.M.M.
Myrtle [illegible]

Ira M. Martines [SEAL]
Ira M. Martines

Ira Melvin Martines [SEAL]
Ira Melvin Martines, Committee as above set forth

Richard Linwood Tang [SEAL]
Richard Linwood Tang

Hazel Irene Tang [SEAL]
Hazel Irene Tang

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Petitioner's Exhibit 'A' with Petition

109

Examiner's Ex. 1

E. Clawers Examiner

LIBER 162 PAGE 382

	*	IN THE
EX PARTE IN THE MATTER OF	*	CIRCUIT COURT
MARY CATHERINE MARTINES,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	EQUITY #13,087

* *

TESTIMONY ON BEHALF OF THE PETITIONER

JANUARY 30, 1963

Present:

Marvin H. Anderson, Solicitor for Petitioner

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Ira Melvin Martines, pages 2 - 6

Vinton T. Bull, pages 7 - 10

Eldridge S. Wilkerson, pages 11 - 13

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110

Ira Melvin Martines, a witness of lawful age, having been sworn, deposes and says:

(Mr. Anderson)

1 Mr. Martines, please state your full name and address?

A Ira Melvin Martines, Edgewater, Maryland, Box 640, Rt. #1.

2 How old are you, Mr. Martines?

A 64.

3 Are you the Petitioner in this case?

A Yes sir.

4 And have you also been appointed and have you qualified as the Committee in charge -- to take charge of and manage the property and income of Mary Catherine Martines?

A Yes sir.

5 What relation is she to you?

A Wife.

6 How old is she at the present time?

A 58, I think.

7 What is the present status of her mental condition since the last testimony was taken?

A Well, she is still in Spring Grove. I don't think she has improved any.

8 In other words, her mental condition has not changed since you last testified inthis case?

A No sir.

9 Mr. Martines, directing your attention now to the Plat which was filed as Examiner's Exhibit #1 with the testimony which you first gave in this case --

(Mr. Klawans)

On what date?

(Mr. Anderson)

On January 5, 1961, will you tell us what lots, shown on that Plat, you and your wife still own as tenants by the entireties?

A This lot today is 27. The other two were 28 and 29.

10 Now my question is, "Which of these lots do you still own as tenants by the entireties?

A This one and 26.

11 All of the other lots have been previously conveyed by you, is that correct?

A Yes sir.

12 Now directing your attention specifically to lot 27, as shown on that plat, above referred to, will you describe the lot for us briefly?

A 76 feet on the back, 75 on the front and 233 on the side and 241 on the other side.

(Mr. Klawans)

13 It fronts on what?

A The road, Turkey Point Road. It runs back to Ramsey Bay on water.

(Mr. Anderson)

14 Is the lot improved? Unimproved?

A Unimproved.

15 Has it produced any income for either you or your wife since you have owned it?

A No sir.

16 And, I believe, previous testimony shows that you and your wife acquired/to title all of these lots finally by deed dated May 24, 1955?

A Yes.

17 Is that correct?

A Yes sir.

18 Recorded in Liber GTC #985 Folio 172, is that correct?

112

A Yes sir.

19 Actually, you and your wife had been purchasing these lots on an unrecorded contract of sale previous to that time?

A Yes sir.

20 Do you recall of that contract of sale?

A No, I don't.

21 It was previous to 1953, was it not?

A That is right.

22 What is the terrain of this particular lot?

A Well, it is all marsh. It all has to be filled before it can be used for anything. It is just marsh land.

23 Do you have any idea how much it would cost to fill this particular lot Number 27 in order to make it suitable for a building site?

A No. I know the man, LeBeau, I sold one to, had part of his filled and it cost him $1,000. You have to raise them up to do it because the tide comes so bad it takes a lot of dirt.

24 Can this particular lot be divided in kind between your wife without loss or injury?

A No sir.

25 Why is that?

A It is not enough land.

26 What, in your opinion, is the best thing to do with this particular lot at the present time?

A To sell it. It isn't any use and never will be any use to me or to her either. It is just something to pay taxes on every year.

27 Do either one of you have any income at the present time? Either you or your wife?

A You mean from the land?

28 Well, from any source?

A I have some. Not too much.

29 Are you working regularly?

A I don't work at all. I am 100% disabled.

30 Because of your heart condition?

A Heart condition. I haven't worked for nearly two years.

31 What expenses do you have on this land at the present time?

A The taxes are $31.00.

32 Is that just on this one lot or both lots?

A Both lots.

33 Do you feel that it is for the best interest and advantage of your wife that this particular lot be sold at this time?

A I think it isn't any good to either one of us and it gives her some money and me some to work with.

34 And your wife has certain expenses, too, isn't that correct?

A Yes sir. She has to have clothes and I have to pay so much a month for her in the hospital. Any medicine or anything I have to pay extra for it.

35 Now have you received any inquiries or offers from persons interested in buying lot 27?

A Yes sir.

36 From whom?

A Mr. Tang.

37 Is that Richard Linwood Tang and Hazel Irene Tang, his wife?

A Yes sir.

38 How much have they offered to pay for the lot?

A $2200.00.

39 All cash?

A Cash.

40 Do you feel that this is a fair and reasonable price for the lot?

A Yes sir.

41 Now, in fact, have you signed a contract of sale with Mr. and Mrs. Tang for the sale of this particular lot, 27, for the price that you have just mentioned on behalf of yourself and your wife subject to ratification by this Court?

A Yes sir, I have.

42 Now, I show you that contract of sale dated January 27,1963, which has been marked Petitioner's Exhibit "A" with this petition, is this the contract of sale which you have entered into with Mr. and Mrs. Tang?

A Yes sir.

(CONTRACT OF SALE DATED JANUARY 27,1963 FILED AS EXAMINER'S EXHIBIT #1)

43 Do you wish to have this contract of sale ratified by the Court?

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 Ina M. Martin

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

(Mr. Anderson)

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

A Vinton T. Bull, Edgewater, Maryland.

2 Are you the Supervisor of Assessments for Anne Arundel County?

A That is correct, sir.

3 How long have you served as Supervisor?

A Since 1957.

4 Inthe course of your employment as Supervisor and as Assessor, have you had an occasion to appraise real estate in Anne Arundel County?

A On many occasions.

5 For the purposes of Tax Assessment, is that correct?

A Yes sir.

6 And in addition to that, have you, also, made appraisals of real estate in Anne Arundel Countyfor other purposes?

A Yes sir.

7 On quite a few occasions, would yousay?

A Yes sir.

8 And would that be in connection with Estates in Orphan's Court?

A That is correct.

9 Are you familiar with the values of real estate in the Turkey Point section of the 1st Election District of Anne Arundel County in the vicinity of the property described by Mr. Martines in his testimony?

A Yes sir.

10 Do you live anywhere in the vicinity of that property?

A Yes sir.

11 Are you familiar with the location and the characteristics of the Martines property as shown on the Plat which has been previously filed in this case?

A Yes sir. In fact, I previously owned several lots down there myself.

12 Does the Plat correctly show the land now owned by Mr. and Mrs. Martines?

A That's right.

13 What type of land is the residue of the Martines property as shown on that plat?

A It is all marsh land.

14 And youare referring to lots 26 and 27 as shown on the plat in question?

A That is right.

15 Specifically, have you made an inspection and examination of lot 27 as shown on that particular plat?

A I have sir.

16 Will you describe this particular lot 27?

A Well, actually it has a 75 ft. frontage on the county road, with a 76.4 ft. frontage on Ramsey Lake. Being 241.55 feet on one side and 233 ft. on the other side. Or containing .42 acres this runs from the county road directly through to Ramsey Bay and it is all marsh from the road right on through to Ramsey Bay.

17 Are there any improvements on the property?

A None whatever.

18 Is this particular Lot 27 suitable for a building site at the present time?

A Not very well unless you put it on stilts or put dirt in -- fill

dirt, you would have to put fill dirt in.

19 Have you made an appraisal of lot 27 as shown on the plat in question?

A Yes sir.

20 What, in your opinion, is the current fair market value of this particular lot?

A Frankly, I felt around a couple of thousand dollars would be a fair market value.

21 Two thousand dollars?

A (Witness nods affirmatively)

22 You have based the appraisal with your familiarity with the current sales of property in that locality?

A That's right.

23 Could this particular lot be divided in kind between Mr. and Mrs. Martines, in your opinion, at this time or in the future?

A Not where it would be of any benefit because of its size.

24 Is the lot producing any income to the owners, as far as you know, at the present time?

A Not as far as I know, sir.

25 What, in your opinion, is the best thing for the owners of this lot at this particular time?

A Sell it is the only thing I see.

26 Are you familiar with the contract of sale, which Mr. Martines has entered into with Richard Linwood Tang and Hazel Irene Tang, his wife, dated January 21,1963, which has been filed as an Exhibit with the testimony?

A I am not familiar with it. I understood that he wanted to sell it but I am not -- this is the first time I have seen the agreement or the contract on it.

27 Well, assuming that the sale price is $2,200 for lot 27 to Mr. and Mrs. Tang, do you feel that that price is fair and reasonable for both of the present owners of the lot in question?

A I do under the present conditions of the lot. It would be an excellent lot once it is filled in but I don't know, I guess it would cost $3,000 to fill it in to make a nice lot and I mean that is what you normally would base your value on in relation to comparison with the lot to a good lot would be the cost of fill against its present condition which would put you up around $5,000 value for the lot.

28 Do you think the price, which Mr. Martines has been offered, is a good price for the lot?

A I do.

29 Do you feel that the contract is fair and reasonable and to the advantage of Mrs. Martines, who is incompetent, and to her estate?

A I do.

30 Why do you feel that way?

A Well, under the circumstances, that prevail, knowing Mr. Martines, I know of nothing else that they can really do with the lot and certainly selling it this way would be of benefit to both of them.

20

QUESTION BY THE EXAMINER:

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

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

Answer. No

Signature Vinton F. Bull

Eldridge Shepherd Wilkerson, awitness of lawful age, having been duly sworn, deposes and says:

(Mr. Anderson)

1 Mr. Wilkerson, would you please state your full name and current address and occupation?

A Eldridge Shepherd Wilkerson, Tracy's Landing, Assistant Supervisor of Assessments Anne Arundel County.

2 For how many years have you been employed in this capacity?

A Since 1958.

3 In the course of your employment, have you had many occasions to appraise real estate in Anne Arundel County?

A Yes, I have.

4 Have you also made appraisals on other occasions of real estate in Anne Arundel County?

A Quite a number of times.

5 Specifically, are you familiar with the values of real estate in the Turkey Point section of the First Election District of Anne Arundel County and inthe vicinity of the property of Mr. and Mrs. Martines as described in the testimony in this case?

A Yes, I am.

6 Specifically, have you made an appraisal of lot number 27, as shown on the plat received as an exhibit with other testimony taken inthis case?

A Yes sir.

7 Will you describe the lot?

A The lot is a marshy piece of ground, 75 ft. facing on the county road with approximately 76 ft. on Ramsey Bay. It is 241 ft. on one side and 233 on the other.

8 Is there anything that you can tell us about the characteristics

122

of the lot as far as the terrain and its uses and general suitability?

A Well, this lot as it lies running from the county road to the Bay, it would all be marshy ground and in its present condition it would not carry near the true value of a good lot.

9 Are there any improvements on it?

A It is vacant ground.

10 Is it producing any income for the owners, as far as you know?

A As far as I know, I don't know of any it could bring.

11 Can this particular lot be divided in kind between the twon owners, Mr. and Mrs. Martines, to advantage now or in the future?

A I don't see how it could be divided to any advantage due to the 75 ft. width of the lot.

12 What, in your opinion, is the best thing for the owners to do with this lot at the present time?

A At the present time, with a fair sale, would be about the only thing I could see would be sell it. It would be fair to all concerned.

13 Are you familiar with the contract which Mr. and Mrs. Martines (strike that) or which Mr. Martines has entered into with Richard Linwood Tang and Hazel Irene Tang, his wife, dated January 21, 1963 for the sale of this lot number27?

A I understand just by the agreement that he has had an offer for the piece of property.

14 Well, first of all let me ask you this, what, in your opinion, is the current fair market value of the lot in question?

A I place approximately $2,000 value on it.

15 Now referring specifically to the contract in question, have you examined that?

A I see here by the contract that he has a $2200 offer.

16 What is your opinion of that sale price as indicated on that contract?

A I think it is a very fair price.

17 Do you feel that this contract, which Mr. Martines has signed, is fair and reasonable and to the advantage of his incompetent wife, Mary Catherine Martines, and her estate?

A I certainly think so.

18 Why do you say that?

A Well, the lot in its present condition, there is no income from it. As it stands right now, there is due onit. There is no income arriving from it whatever and in this case it seems that the price offered for it is a very fair price.

QUESTION BY THE EXAMINER:

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

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

Answer. No. . . . . .

Signature Eldridge S. Wilkerson . . . . . .

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 11th day of February, 1963

Emanuel Klawans (SEAL)
Examiner
Emanuel Klawans

E. K. ~~$25.00~~ 10-00
C. T. ~~$13.00~~ Pd. ct
$19.50

EX PARTE, IN THE MATTER OF : No. 13,087 Equity
MARY CATHERINE MARTINES, In The Circuit Court For
INCOMPETENT. : Anne Arundel County.

REPORT OF EXAMINER AND MASTER

1/23/63 The Committee of Mary Catherine Martines petitions for ratification of a contract of private sale he has made of an unimproved lot owned by himself and the incompetent as tenants by entireties.

This Court passed a decree in the above titled case, 3/2/59, finding Mary Catherine Martines to be mentally incompetent, and appointing Ira Melvin Martines as Committee to take charge of and manage her property and income under jurisdiction of thisCourt, upon filing one thousand dollar bond for faithful performance of the trust reposed in him by that decree and any future orders or decrees. Such bond was posted 3/30/60. By decree dated 3/3/61, a private sale of realty was ratified, and additional $1,000 bond was ordered, and filed. By decree dated 8/13/62, another private sale of realty was ratified. The Committee now petitions for ratification of another private sale of an unimproved lot.

The situation with regard to this lot is exactly the same as in the prior sales ratified by this Court, or very nearly so. Everything stated in the "Report of Examiner And Master" filed 8/10/62 regarding the prior sale, applies here. The Committee and the Incompetent are husband and wife, and own this lot as tenants by entireties in fee simple. He is age 64 and she is age 58. She still is in Spring Grove State Hospital, and her mental condition is as before. She has no income, and he is incapacitated by heart condition and can't work and has little income. He has contracted to sell lot 27 shown on a plat filed as an exhibit with testimony, fronting 75 feet on Turkey Point Road and extending back 233' and 241' feet to a rear of 76' on Ramsay Bay. The lot is unimproved, and produces no income. It is marshy and much fill is needed before it can be used. It cannot be divided in kind. It is of no use to him or her, and is an expense for taxes, and it is for their best interest an advantage to sell it, to meet her expenses, and his. He has contracted to sell the lot to Richard Linwood Tang and Hazel Irene Tang, his wife, for $2,200 cash upon ratification of sale by this Court, taxes etc. adjusted to date of transfer, vendors to pay half of documentary stamps.

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127

Two real estate experts, Vinton T. Bull, Supervisor of Assessments, and Eldridge S. Wilkerson, Assistant Supervisor of Assessments, value the lot at $2,000 and believe the sales price is a fair price. It is recommended that the Court find the proposed sale to be for the incompetent's best interest and advantage, that the Court decree sale of lot 27, and ratify the contract of private sale to Mr. and Mrs. Tang, and value the Incompetent's interest at $1,100, one-half of the sales price . The decree filed herewith, prepared by the solicitor for the Committee, is recommended. The Court might wish to discuss with the solicitor whether or not additional bond of the Committee ought now be required.

2/11/63 The testimony was filed.

2/22/63 The case will be ready for decree.

Examiner And Master In Chancery

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

D E C R E E

This cause standing ready for hearing and having been submitted on petition, affidavit, exhibits and testimony, all of the proceedings having been read and considered, it appears to the Court that the petition filed herein is that of Ira Melvin Martines, aged 64 years, who is the husband of Mary Catherine Martines, aged 58 years, both residents of Anne Arundel County, in the State of Maryland; that the said Mary Catherine Martines has been a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, since April 29, 1953, and that on March 2, 1959, she was adjudicated incompetent by reason of mental disability by this Court, which adjudication and committment is still in full force and effect; that the said petitioner, Ira Melvin Martines, was appointed Committee to take charge of and manage the property and income of the said Mary Catherine Martines, by this Court pursuant to the decree of this Court passed March 2, 1959; that thereafter the Petitioner, Ira Melvin Martines, qualified before this Court as Committee as aforesaid by entering into an undertaking in the penalty of $1,000.00 conditioned for the faithful performance of his trust; and that he is still acting in the said capacity.

It further appears to the Court that the Petitioner and his said incompetent wife are the owners as tenants by the entireties, of certain land and property in Anne Arundel County described in

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ANDERSON & ANDERSON
Annapolis, Md.

these proceedings as Lot #27 as shown on an unrecorded plat of the lots on the South side of the road leading to Turkey Point, dated August 1946 in the First Election District, being part of the tract of ground secondly described in the Petition for Committee heretofore filed in this case; that the said incompetent Mary Catherine Martines, cannot now or in the forseeable future convey her right, title, interest and estate in and to the said real estate; that by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who stated in their dispositions the value and quantity of said property and the facts and circumstances, it appears to the Court that the said lot of ground has yielded no income for the Petitioner or for his incompetent wife since they purchased the same, that they could not develop or use the said lot for any purpose other than a building lot because of its location and characteristics, that the Petitioner has been forced to expend certain sums of money to pay taxes on this lot without receiving any income therefrom, that the lot cannot be used or developed for any purpose without the expenditure of a substantial sum of money in order to fill in and grade the same, and that on or about January 21, 1963, the said Ira M. Martines, individually and as Committee appointed by this Court to take charge of and manage the property and income of the said Mary Catherine Martines, his incompetent wife, acting for and on behalf of his said incompetent wife, entered into the written contract for the sale of said property to Richard Linwood Tang and Hazel Irene Tang, his wife, described in the testimony in these proceedings whereby the former has sold unto the latter said lot of ground at and for the price of Two thousand two hundred ($2,200.00) dollars, subject to the ratification of said contract of sale by this Court.

It further appears to the Court by testimony from discreet and responsible witnesses taken before the Examiner of this Court that it is to the best interest and advantage of the said incompetent, Mary Catherine Martines, as well as to the best interest and advantage of the Petitioner that a Decree for the sale of the aforesaid lot of ground should be passed and that the said contract of sale dated January 21, 1963, should be ratified and confirmed by this Court, it appearing to the Court for the benefit and advantage of the said incompetent that the aforesaid lot be sold for the price and for the terms and conditions set forth in the aforesaid contract of sale dated January 21, 1963, and that the said lot would not be susceptible of division in kind now or hereafter between the said petitioner and his said incompetent wife.

It is thereupon this 25th day of February in the year Nineteen hundred sixty-three, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED, that the aforesaid contract of sale dated January 21, 1963, made as aforesaid for the sale of the lot of ground hereinbefore described, be and the same is hereby ratified, confirmed and approved; that the said Ira Melvin Martines, Committee as aforesaid, be and he is hereby authorized, empowered and directed to join in a conveyance of the aforesaid lot of ground, with its appurtenances, for the purpose of conveying the aforesaid lot with its appurtenances, in fee-simple, to the said Richard Linwood Tang and Hazel Irene Tang, his wife, as tenants by the entireties, upon payment to him as Committee, but not before, the sum of $ 1100.00, which amount of money the Court hereby affixes and determines as the value of all of the right, title, interest and estate of the said incompetent, Mary Catherine Martines, in and to the aforesaid lot of ground with its appurtenances; and after receiving the aforesaid

sum of money, he, the said Committee, shall by good and sufficient deed to be executed and acknowledged by himself individually and as Committee appointed to take charge of and manage the property and income of the said Mary Catherine Martines, incompetent, convey to the said Richard Linwood Tang and Hazel Irene Tang, his wife, as tenants by the entireties, their heirs and assigns, in fee-simple, the aforesaid lot of ground with its appurtenances, free, clear and discharged from all claims of the said incompetent and those claiming by, through, from or under her or them or any of them; and the said Committee shall bring into this Court the aforesaid sums of money to be distributed under the direction of this Court after deducting therefrom the Court costs of this proceedings and such attorneys fees as may be allowed the attorney for the said Petitioner by this Court.

JUDGE

132

EX PARTE IN THE MATTER	:	NO. 13, 087 EQUITY
OF MARY CATHERINE MARTINES	:	IN THE
INCOMPETENT	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

COMMITTE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, duly appointed by the Decree of this Court dated March 2, 1959, and appointed to convey the property described in the Decree of this Court dated February 25, 1963, to RIchard Linwood Tang and Hazel Irene Tang, his wife, the purchasers respectfully shows unto Your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the third day of March, 1961, appointing and directing him to convey the property therein described to the purchasers mentioned in these proceedings, the said Ira Melvin Martines, Committee as aforesaid, duly filed his additional bond in the penalty of one thousand ($1,000.00) dollars conditioned for the faithful performance of the trust reposed in him by the Decree of this Court dated March 2, 1959, and by the Decree of this Court dated March 3, 1961, with the National Surety Corporation as Surety thereon, in these proceedings.

2. That on the twelfth day of March, 1963, the said Ira Melvin Martines, Committee as aforesaid, joined in a conveyance and duly executed, acknowledged, and delivered to Richard Linwood Tang and Hazel Irene Tang, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this Court dated February 25, 1963, and described

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in the written contract of sale dated January 21, 1963, mentioned in these proceedings, as tenants by the entireties, and to their heirs and assigns, with its appurtenances, free, clear, and discharged from all claims of the said incompetent and those claiming by, through, from or under her or them, or any of them, in accordance with the terms of said written contract of sale, as directed by this Court's Decree; the said Ira Melvin Martines, Committee as aforesaid, first having received the remaining purchase money due therefor, to wit: Seventeen hundred dollars, said whole amount of the purchase price having been paid, and further having first paid to himself as Committee as aforesaid the total sum of Eleven hundred dollars, being the amount of which the Court has fixed and determined as the value of all of the right, title, interest and estate of the said incompetent, in and to said property with its appurtenances, leaving a balance in his hands as Committee as aforesaid of Eleven hundred dollars, subject to costs, attorneys' fee, and other expenses and commissions for distribution to the estate of his said incompetent wife, Mary Catherine Martines.

3. That the said Ira Melvin Martines, Committee as aforesaid, in compliance with the Decree of this Court as aforesaid, now brings into this Court the balance of the money which the Court fixed and determined as aforesaid as the value of all of the right, title, interest and estate of the said incompetent, in and to the said property with its appurtenances, to wit, the balance of Eleven hundred dollars to be distributed to the estate of the said incompetent, Mary Catherine Martines, after deducting therefrom the costs of these preceedings to the date hereof, expenses, attorney's fee, and such commissions as may be allowed the said Committee by this Court in consideration of the performance of

154

his duties as such Committee.

WHEREFORE, the said Ira Melvin Martines, Committee as aforesaid, prays the Court to refer the papers in these proceedings to the auditor of this Court to state an account herein, accordingly, so that the said Committee may pay out and distribute the said balance of the money which the said Committee retains in his hands under the direction of this court.

And, as in duty bound, etc.

Ira Melvin Martines
Ira Melvin Martines, Committee

Anderson & Anderson
By: Marvin H. Anderson
Marvin H. Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: Colonial 8-5035
Solicitors for Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of May, in the year 1963, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ira Melvin Martines, Committee appointed to take charge of and manage the income and property of Mary Catherine Martines, incompetent, and made oath in due form of law that the matters and things stated in the above report are true as therein stated.

Witness my hand and seal Notarial,

Notary Public

135

ORDER OF COURT

On the above Report of Sale and Affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 9th day of May, 1963, that the papers in these proceeding be, and they are hereby referred to the Auditor of this Court to state an Account herein distributing the balance of Eleven hundred dollars remaining in the hands of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, incompetent, after deducting therefrom the costs of these proceedings in this Court, expenses and the usual commissions, and fee which are hereby allowed the Committee appointed by this Court in consideration of the performance of his duties as such Committee.

George Sachse
Judge

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136

In the Case of

IN THE MATTER OF MARY CATHERINE MARTINES, Incompetent

VS.

In the

Circuit Court

For

Anne Arundel County

No. 13,087 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.
May 23, 1963

John H. Hopkins, IV, Auditor.

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FINAL ORDER

ORDERED BY THE COURT, this 10th day of June, 1963, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: C. Tolchin, deputy

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13

Dr. IN THE MATTER OF MARY CATHERINE MARTINES, Incompetent LIBER 162 PAGE 410

In Acct. with IRA MELVIN MARTINES, Committee

Cr.

1963						
March	12	Proceeds of sale of Lot No. 27 as shown				
		on unrecorded Plat, being the amount				
		determined to be the value of the interest				
		therein of Mary Catherine Martines by				
		Decree dated February 25, 1963	1,100	00	1,100	00
		Refund of 1963 County & State taxes		99		99
					1,100	99
		To Committee for Commissions, viz:	62	00	62	00
		To Committee for Court Costs, viz:				
		Clerk of Court - additional Court costs	44	00		
		Emanuel Klawans - examiner's fee	10	00		
		Conchita Tuers - Stenographer's fee	19	50		
		Auditor - stating this account	22	50	96	00
		To Committee for expenses, viz:				
		National Surety Corp. - bond premium	20	00		
		Vinton A. Bull and Eldridge D. Wilkerson				
		appraisal and testimony	20	00		
		One-fourth cost documentary stamps	2	07		
		Marvin H. Anderson, fee for legal services				
		to Committee - (Court Order 5/9/63)	150	00		
		Myrtle Sturm - notary fees	2	00		
		J.R. McCrone, Jr., Inc. - 1/2 survey fee	12	50	206	57
		To Committee for claim allowed by Court				
		Order dated April 1963	119	06	119	06
		Balance in hands of Committee	617	36	617	36
					1,100	99

EX PARTE IN THE MATTER OF	*	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

PETITION OF COMMITTEE FOR DECREE RATIFYING CONTRACT OF SALE OF TWO UNIMPROVED LOTS AND AUTHORIZING CONVEYANCE OF SAME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ira Melvin Martines, Committee of the property and estate of Mary Catherine Martines, by Marvin H. Anderson and Anderson & Anderson, his solicitors, respectfully shows:

1. That he is now sixty-six (66) years of age and that the said Mary Catherine Martines, his wife, is now sixty-six (66) years of age.

2. That the said Mary Catherine Martines continues to be and is now a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, where she has resided continuously since April 29, 1953.

3. That the said Mary Catherine Martines has no income nor does she have any real or personal property or estate except the remaining part of the real estate and improvements thereon described in the Petition for Committee heretofore filed in this cause which she and the Petitioner own as tenants by the entireties, in fee simple.

4. That included in said remaining real are two unimproved lots of ground in the First Election District of Anne Arundel County which are shown and designated as Lots Numbered twenty-five (25) and twenty-six (26) on a certain unrecorded plat entitled Layout of

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Law Offices
ANDERSON & ANDERSON
Annopolis, Md.

lots on South side of Road leading to Turkey Point, A.A.Co., Md. for Charles F. Lee", dated August, 1946, made by J. R. McCrone, Jr., Surveyor, said lots fronting in the aggregate 300 (three hundred) feet on the south side of said road and also fronting approximately 480 feet, more or less, in the aggregate on Ramsey Bay, with an uneven depth as shown on said plat, and being part of the same property which was conveyed unto your said Petitioner and his said incompetent wife, by the deed secondly described in the Petition for Committee heretofore filed in this cause.

5. That although the said two lots do not have any buildings or dwellings on them, the same are now improved to the extent that their exists a wharf out into Ramsey Bay from the said two lots, and in recent years, your Petitioner, while his health was good was able to rent slips on said wharf for boats and thereby derived some income from the said two lots, but that because your Petitioner is now in poor health and in fact is now hospitalized, your Petitioner is not now and will not be able in the foreseeable future to rent or otherwise derive any income from the said two lots of ground.

6. That your Petitioner has been credibly informed, believes, and therefore avers that it is to the best interest of his said incompetent wife and of her estate that the said unimproved lots of ground be sold and that such part of the proceeds of sale thereof as this Honorable Court shall fix as the value of the interest in said lot of the said Mary Catherine Martines be expended for and on account of the said incompetent or invested for and on behalf of her estate under the direction of this Honorable Court.

140

7. That recently your Petitioner received an offer from Oliver H. Gambrill to purchase the said two lots in fee simple, and that on this date he has entered into a written contract of sale with Oliver H. Gambrill for the sale of the said two lots for the total sale price of $20,000.00 (twenty thousand dollars), subject to the ratification of this Honorable Court, all of which will be seen by reference to the contract attached hereto marked "Petitioner's Exhibit 'A'" which is prayed to be taken as part hereof.

8. That your Petitioner prays and avers that it is to the best interest and advantage of the said incompetent and of her estate that the aforesaid sale of said lot be ratified and confirmed and that your Petitioner as Committee be directed to join in a conveyance of the said lot to said purchaser upon payment by him in full of the balance due on said purchase price.

WHEREFORE, your Petitioner prays:

(a) That a decre e may be passed for the sale of the aforesaid lots of ground.

(b) That the said contract of sale may be ratified and confirmed by this Honorable Court.

(c) That upon payment to the Committee of that portion of the said purchase price which this Honorable Court shall fix as the value of the interest in said Lot of Mary Catherine Martines your Petitioner as Committee may be authorized, empowered, and directed to join in a conveyance of the aforesaid lots of ground to the said purchaser, and to convey to him all of the right, title, and interest therein of the said Mary Catherine Martines after payment by the said purchaser of the balance due on said purchase price.

141

(d) Thatthe proceeds of sale be administered under the jurisdiction of this Honorable Court.

(e) That your Petitioner may have such other and further relief as his case may require.

And, as in duty bound, etc.

Ira Melvin Martines, Committee of the property and estate of Mary Catherine Martines, his incompetent wife

Marvin H. Anderson

Anderson & Anderson
92 Franklin Street, Annapolis,

Maryland
Telephone: COlonial 8-5035
Solicitors for Committee

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 5th day of January, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, his incompetent wife, and ha made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and seal Notarial.

My Commission Expires:
May 3, 1965

Gertrude A. Reck
Notary Public

GERTRUDE A. RECK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

143

ORDER OF COURT

Upon the foregoing Petition, affidavit, and exhibit, it is this 25th day of January, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be and the same is hereby granted to the Petitioner, Ira Melvin Martines, to take testimony before one of the standing examiners in equity of the Circuit Court for Anne Arundel County for thepurpose of substantiating the allegations contained in the foregoing Petition.

[signature]
Judge

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143

CONTRACT OF SALE — Form 10.

THIS AGREEMENT, Made this 22nd day of January

nineteen hundred and sixty-five, between IRA M. MARTINES, individually, and IRA MELVIN MARTINES, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13,087 Equity, to take charge of and manage the property and income of Mary C. Martines, his incompetent wife, acting for and on behalf of the said incompetent, parties

of the first part and OLIVER H. GAMBRILL, party

of the second part.

LIBER 162 PAGE 416

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the First Election District of Anne Arundel County, Maryland, being designated as Lots Numbers 25 and 26 on an unrecorded plat made by J. R. McCrone, Jr., Surveyor, dated August, 1946, (said plat entitled "Plat--Layout of Lots on South Side of Road leading to Turkey Point, A.A.Co., Md. for Charles F. Lee") said lots having an aggregate frontage of 300 feet on the south side of the county road leading to Turkey Point and running from the said county road to Ramsey Bay, as shown on said plat. Being a part of the same property which was conveyed to the said Ira M. Martines and Mary C. Martines, his wife, by the Waterfront Estates, Inc., a body corporate, by deed dated March 24, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 985, folio 172.

At and for the price of Twenty-thousand ($20,000.00) ---------- Dollars,

of which Five hundred ($500.00) ---------- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon ratification of this contract by the Circuit Court for Anne Arundel County, and the said Ira M. Martines, Committee as aforesaid, does hereby agree to immediately institute the required petition in the aforegoing equity cause now pending in the Circuit Court for Anne Arundel County in an effort to have the said contract of sale ratified, but the seller shall not be liable for any costs or *

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and all other public charges, if any, to be adjusted to date of transfer; documentary stamps to be paid one-half by the Sellers and one-half by the Purchaser.

~~to be paid or allowed for by the Vendor to xxxxxxxxxxxx, nineteen hundred and xx~~

* expenses or damages incurred by the party of the second part in the event said ~~Time is the essence of this contract~~ ratification is not obtained or in the event title is not good and marketable.

Upon the execution of this contract of sale by all of the parties hereto it is covenanted that all prior negotiations are thereby merged in these premises and that a certain written unrecorded contract dated January 11, 1965, between the same parties is thereby extinguished and cancelled by mutual agreement of all parties.

Witness our hands and seals.

TEST:

Kennett L. W. Peck

Ira M. Martines [SEAL]
Ira M. Martines

Ira Melvin Martines [SEAL]
Ira Melvin Martines, Committee as above set forth

Oliver H. Gambrill [SEAL]
Oliver H. Gambrill

[SEAL]

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"Petitioner's Exhibit 'A'"

141

LIBER 162 PAGE 417

EX PARTE IN THE MATTER OF	*	IN
MARY CATHERINE MARTINES,	*	THE CIRCUIT COURT
INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO.13,087 EQUITY

* * * * *

TESTIMONY ON BEHALF OF PETITIONER

February 2, 1965

Present:

Mr. Marvin H. Anderson, Solicitor for Petitioner

Mr. Malcolm B. Smith, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Ira M. Martines, pages 2 - 9.

Vinton Bull, pages 10 - 14.

Eldridge Wilkerson, pages 15 - 17.

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145

IRA M. MARTINES, a witness of lawful age being first duly sworn, deposes and says:

MR. ANDERSON:

1 Mr. Martines, please state your full name and address.

A Ira M. Martines, Edgewater, Maryland.

2 And how old are you now, Mr. Martines?

A 67.

3 Are you the petitioner in this case?

A Yes, sir.

4 And have you also been appointed, and have you qualified as the Committee to take charge of and manage the property and income of Mary Catherine Martines?

A Yes, sir.

5 What relation is she to you?

A Wife.

6 How old is she at the present time?

A She's probably 62 now, I guess. Her birthday was in May.

7 But she's either 61 or 62 years of age, is that right?

A Yes.

8 What is the present status of her mental condition since the last testimony was taken?

A Well, it's incompetent, and she couldn't take care of things.

9 Is she still at Spring Grove?

A Yes, sir.

10 Do you think there has been any improvement in her condition, as far as you know?

A I haven't heard of any.

11 In other words, her mental condition, as far as you know, has

416

not changed since you last testified in this case?

A No, sir.

(LEAVE RESERVED TO FILE LETTER FROM SPRING GROVE STATE HOSPITAL MARKED EXAMINER'S EXHIBIT NO.1)

12 Now, Mr. Martines, directing your attention to the plat which was originally filed as Examiner's Exhibit No.1 with the testimony which you first gave in this case on January 5, 1961, will you tell us what lots, shown on that plat, you and your wife still own as tenants by the entireties? Would they be lots 25 and 26?

A Yes, sir, 25 and 26.

13 All of the other lots shown on that plat, which you and your wife formerly owned, have been sold. Is that correct?

A Yes, sir.

14 Now, directing your attention, specifically, to Lots 25 and 26. Will you, in your own words, just describe to us, briefly, these lots? What is on them, approximately how big they are?

A Well, they're 150 foot front on the road, each one of them; and they're not as deep as the others.

15 Do they front on anybody's water?

A The back of them run back to the water.

16 Ramsey Bay?

A Ramsey Bay.

17 Do you have any idea approximately how much frontage these lots have on Ramsey Bay in the aggregate?

A No.

18 It would be at least four or five hundred feet, wouldn't it?

A At least that, yes, I'd say. And it goes down and turns and goes up to the creek.

19 And what road do these lots front on?

A Turkey Point Road.

20 Are these two lots improved or unimproved?

A Well, they're about half filled.

21 Who filled them?

A I did.

22 You half filled them?

A Yes.

23 And are there any buildings on the lots?

A No buildings, a pier on the lots.

24 But no buildings other than the pier?

A No kind of buildings.

25 Who built the pier on it?

A I had it built, a fellow by the name of Gross built it.

26 About how long ago?

A I guess it's been four or five years ago since the new part was built.

27 Now, I assume that during some period you have done something with the wharf, is that correct?

A Yes, I've added on to it and rebuilt it.

28 Well, what I meant. Were you making any use of the pier?

A Oh, yes, I was getting some rent out of it, not much.

29 What is the greatest amount of rent that you have ever received from that pier?

A I think it was Eighteen Hundred Dollars a year.

30 Eighteen Hundred Dollars during one year?

A I didn't have any parking and I just rented it to my nephew.

31 You rented it to your nephew?

A Yes, sir.

32 For Eighteen Hundred Dollars?

A Yes, sir.

33 He paid you a flat Eighteen Hundred Dollars, is that right?

A Yes, sir, and I didn't have any parking for any cars, and I didn't have the money to fix it with.

34 You say this was your nephew?

A Yes.

35 What did he do with the pier?

A He rented them.

36 Rented slips?

A Rented slips.

37 Are you in a position now to watch over the property and take care of it?

A No, sir, I'm not in a position to do anything now.

38 I believe the previous testimony shows that you and your wife acquired title to these two lots, and the other lots which you formerly owned, finally by deed dated May 24, 1955, is that correct?

A Yes.

39 Recorded in Liber G.T.C. No.985, Folio 172, is that correct?

A Yes, sir.

40 Actually, you and your wife had been purchasing these lots on an unrecorded contract of sale previous to that time, is that right?

A Yes, sir.

41 What is the terrain of these two lots? Are they hilly, raviney?

A Well, they're level because they're just flat marsh where it hasn't been filled, and ordinary tide almost come over them. Well, it do cover them over, because it's just marsh and way below the road where I have filled.

42 How much would it cost, if you have any idea, to fill the remaining balance of the property to bring it to grade?

A Well, I couldn't get close to what it would cost, a good many dollars.

43 Do you have any rough idea?

A I'd say it would cost close to Five Thousand Dollars.

44 Now, in your opinion, Mr. Martines, can these two lots be divided in kind between you and your wife without loss or injury to the overall value of the two lots together? Do you feel that it would be possible to divide the two lots, you take one and your wife take the other, without injuring the value of the whole thing?

A Well, I don't think it would be. I'd say if you'd divide them you'd be lucky if you'd get Two Thousand Dollars apiece for each one of them, because there wouldn't be enough for any commercial use, wouldn't be no use you could make of them to build on them.

45 In other words, you definitely feel that the two lots together have more value than them broken up?

A Yes, sir. And that's just like the people, they didn't want my place unless they would get my nephew's.

46 What, in your opinion, is the best thing to do with these particular lots at this time?

A Well, I'm not able to look after anything now, I know I might get better and move around, but I'm never going to be able to do much, and I think the best thing is to straighten them out.

47 Do you mean by that, sell them?

A Sell them, yes.

48 And divide the money between you and your wife?

A Yes, sir.

49 You're also having the expense at the present time of paying taxes on the two lots, isn't that correct?

A Yes, sir, and paying taxes on the home.

50 Do you or your wife have any other income at the present time, other than what you had been deriving from rental of the wharf on this particular property?

A The only income I have is the Hundred and Thirty Five Dollars a month, which is from Veterans and Social Security.

51 Are you working regularly?

A No, sir, I haven't worked regular since '61.

52 Are you at the present time one hundred per cent physically disabled?

A Yes, sir, I've been since '61.

53 Do you have any idea what the taxes were on this property last y ear?

A On the home and shore?

54 Just on the shore property, these two lots.

A I think Thirty Four Dollars.

55 On both lots?

A Yes.

56 Do you feel that it is for the best interest and advantage of your wife that these two lots be sold at this time?

A Yes, sir.

57 Now, why do you say that?

A Well, I'm not able to take care of them, and what little we'll get out of it I'll spend back because it didn't pay anything, I've never gotten anything out of it.

58 Well, in addition to that, you have to give your wife some money?

A Yes, sir, give my wife some money and give me a little money too.

59 You wife has certain expenses too, isn't that correct?

A Yes, sir. And what little bit I've been getting I've been putting back in dirt, and I've never gotten anything out of it.

60 Now, have you received any inquiry or offers from anyone to buy these two lots?

A Yes, sir.

61 From whom, sir?

A Mr. Oliver H. Gambrill.

62 How much has he offered to pay for these two lots?

A Twenty Thousand.

63 He's offered to pay Twenty Thousand, is that correct?

A Yes, sir.

64 All cash?

A All cash.

65 Do you feel that this is a fair and reasonable price for the two lots?

A Yes, sir, I do.

66 Now, in fact, have you signed a contract of sale with Mr. Gambrill for the sale of these two lots, Nos. 25 and 26 as shown on the plat which is in front of you, for the price that you have just mentioned on behalf of yourself and your wife, subject to ratification by the Circuit Court for Anne Arundel County?

A Yes.

67 Now, I show you a Contract of Sale, dated January 20, 1965, which has been marked Petitioner's Exhibit A with the Petition. Is this the contract of sale which you have entered into with Mr. Oliver H. Gambrill?

A Yes, sir.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

68 Do you wish to have this Contract of Sale ratified by the Circuit Court?

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 Ira M Martine

VINTON BULL, a witness of lawful age being first duly sworn, deposes and says:

MR. ANDERSON:

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

A Vinton Bull, Edgewater, Maryland.

2 And are you the Supervisor of Assessments for Anne Arundel County?

A That's correct.

3 How long have you served as Supervisor?

A Since 1957.

4 In the course of your employment as Supervisor, and as Assessor, have you had occasion to appraise real estate in Anne Arundel County?

A I have.

5 On many occasions?

A Yes.

6 In connection with your duties as Assessor?

A Right.

7 In addition to these appraisals, have you also made appraisals of real estate in Anne Arundel County for other purposes?

A Yes.

8 Would you say on a few or many occasions?

A Well, quite a few.

9 And these would be in connection with the State's and Orphan's Courts, and testimony in connection with partition cases in the Circuit Court?

A That's correct.

10 Are you familiar with the values of real estate in the Turkey Point Road section in the First Election District of Anne Arundel County in the vicinity of the property described by Mr. Martines in his testimony?

A I am.

11 Do you live anywhere in the vicinity of that property?

A About a quarter of a mile.

12 Are you familiar with the location and the characteristics of the Martines' property as shown on the plat which has been previously filed in this case?

A Very familiar.

13 Does the plat correctly show the land now owned by Mr. and Mrs. Martines?

A That is right.

14 What type of land is the residue of the Martines' property, as shown on that plat?

A Marshy, partly filled.

15 And I believe you're referring now to Lots 25 and 26 as shown on the plat?

A That's right, the last two lots on the plat.

16 Have you made an inspection and examination of these two lots, 25 and 26, as shown on this plat?

A I have.

17 Will you describe these two lots for the record?

A These two lots have a front on the road leading to Turkey Point, just to the southwest side of the bridge, they are flat, partly filled, they are irregular in size, they have -- one lot is not

quite as deep as the other lot, it has quite a curveture to it along the water line, and that is it basically.

18 How much frontage do they have on the south side of the county road?

A One Hundred and Fifty feet per lot.

19 And approximately how much frontage would you say these two lots have on Ramsey Bay?

A Well, one lot I think has about 170 feet, and the other lot has quite a bit of footage, offhand, I'd say around 400 feet.

20 And the depth from the road varies?

A That varies because of the depth of the lots. I think the longest point is probably three hundred and forty eight feet.

21 Two hundred and thirty three.

A Three Hundred and seven feet.

22 Now, are there any improvements on the property?

A No improvements other than a pier.

23 Are these two lots suitable for building sites at the present time?

A Not at the present time, until you put more fill in there unless you pile them. And you'd probably have to pile it even if you put fill in there to put any substantial building or heavy building on it.

24 Have you made an appraisal of these two lots which are in question here today?

A Yes.

25 What, in your opinion, is the current fair market value of these

two lots?

A Well, the Contract of Sale which is now pending, in my opinion, is an excellent value on it.

26 Well, do you have, yourself, any opinion as to the current fair market value?

A Well, I, personally, didn't feel that they were worth that much. I think it is an exceptionally good price, myself.

27 Now, Mr. Bull, you have based your appraisal on your familiarity with current sales of property in that locality, including several sales which Mr. and Mrs. Martines have previously made, is that correct?

A That's right.

28 Could these two lots, in your opinion, be divided in kind between Mr. and Mrs. Martines at this time or in the future?

A No, I would say not.

29 Why would you say that?

A Because if you divided it they would immediately lose their respective values.

30 From your inspection of the property, are the lots producing any income to the owners, as far as you know, at the present time?

A Well, I mean, they have this pier there, and I would assume that there is a small rental coming in.

31 What, in your opinion, is the best thing for the owner of these lots to do with them at this particular time?

A Well, based on this contract, I think it would be wise to sell them.

32 Are you familiar with this contract of sale that Mr. Martines has entered into with Oliver H. Gambrill, dated January 20, 1965, which has been filed as an exhibit with the testimony?

A Well, I'm not really familiar with it except of what I understand.

33 Well, assuming that the sale price is Twenty Thousand Dollars in cash for the two lots to Mr. Gambrill, do you feel that that price is fair and reasonable for both of the present owners of these lots in question?

A I do.

34 Do you think the price which Mr. Martines has been offered is a good price for the lots?

A I do.

35 Do you feel that the contract is fair and reasonable, and to the advantage of Mrs. Martines, who is incompetent, and to her estate?

A I do.

36 Why do you feel that way?

A Well, I feel that the lots, that this is an exceptionally good price for the lots, and under the conditions of Mr. Martines, and also of his wife, that by this exceptionally good price that it would be to their advantage at this time to participate in this contract.

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 _____

ELDRIDGE WILKERSON, a witness of lawful age being first duly sworn, deposes and says:

MR. ANDERSON:

1 Mr. Wilkerson, would you please state your full name and current address, and occupation?

A Eldridge Wilkerson, Tracy's Landing, Assistant Supervisor of Assessments for Anne Arundel County.

2 For how many years have you been employed in this capacity?

A Since 1958.

3 In the course of your employment, have you on many occasions appraised real estate in Anne Arundel County?

A I have.

4 Have you also made appraisals on other occasions of real estate in Anne Arundel County?

A Yes, I have.

5 Are you familiar with the values of real estate in the Turkey Point section of the First Election District of Anne Arundel County, and in the vicinity of the property of Mr. and Mrs. Martines, as described in the testimony in this case?

A Yes, I have.

6 Have you made an appraisal of Lots Nos. 25 and 26?

A Yes, sir.

7 As shown on the plat received as an exhibit with other testimony taken in this case?

A Yes, sir.

8 Will you describe these two lots, briefly?

A Lots 25 and 26 on the south side of Turkey Point Road, they're

300 feet facing the county road, and about 480 feet of waterfront. Now, that is an irregular line, that waterfront line is very irregular. The deepest point in the two lots is 307 feet.

9 Is there anything else you can tell us about the physical characteristics of the two lots, as far as the terrain and its uses and general suitability?

A Well, the lots just prior to a couple years ago was all marsh, and now they have been partly filled and that part is okay, but the rest is still very marshy.

10 Are the two lots suitable for improvements at the present time, in your opinion?

A I don't think even where it has been filled it could carry any substantial buildings at this time, and the other part that is marshy couldn't anything be put to an advantage.

11 Other than the rental income, which has already been mentioned, is the property producing any income for the owners, as far as you know?

A Not to my knowledge.

12 Can these two lots be divided in kind between the two owners, Mr. and Mrs. Martines, to advantage now or in the future?

A I really don't see how they could be divided to any advantage, and I think it would be a disadvantage knowing one lot is a very shallow lot, where the other lot is much deeper. The two together are certainly a much better package than single lots.

13 What, in your opinion, is the best thing for the owners to do with these two lots at the present time?

161

A Well, at the present time I think the sale would be to the advantage of both he and his wife.

14 Are you familiar with the contract which Mr. Martines has entered into with Oliver H. Gambrill, dated January 20, 1965, for the sale of these two lots, 25 and 26?

A I understand that is a bona fide offer of Twenty Thousand Dollars for the two lots.

15 What is your opinion of that sale price as indicated on the contract?

A Honestly, I think that is a premium price.

16 Do you feel that this contract which Mr. Martines has signed for himself on behal of his wife, subject to ratification by the Court, is fair and reasonable and to the advantage of his incompetent wife, Mary Catherine Martines, and her estate?

A I certainly think so.

17 Why do you say that?

A Because I think that the Twenty Thousand Dollars is a premium price, it would be above my actual appraisal of it, otherwise, I don't think it would bring such a price as this if there wasn't other properties connected with it. And as to Mr. Martines and his wife, I think that if they're in need of funds this is certainly a very fair price.

QUESTION BY THE EXAMINER:

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

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

Answer _____

Signature _____

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

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

Witness my hand and seal this 7th day of March, 1965.

Malcolm B. Smith, Examiner (SEAL.)

M.S. $25.00

I.H. $17.00

LIBER 162 PAGE 438

SPRING GROVE STATE HOSPITAL

BALTIMORE 28, MARYLAND

ARISTIDES SIMOPOULOS, M.D.
CLINICAL DIRECTOR

BRUNO RADAUSKAS, M.D.
SUPERINTENDENT

JOSEPH R. NOLL
ASS'T SUPERINTENDENT

February 16, 1965

Mr. Marvin H. Anderson
92 Franklin Street
Annapolis, Maryland

Re: Mary Catherine Martines

Dear Mr. Anderson:

We have your letter of recent date regarding the above-named, who is currently resident with us.

In our opinion Mrs. Martines is still incompetent and will remain so for an indefinite period of time. We do not feel that she has the mental capacity to enter into a contract to sell real estate and to execute and acknowledge a deed.

Sincerely,

Bruno Radauskas

Bruno Radauskas, M. D.
Superintendent

dwt

165

LIBER 162 PAGE 439

EX PARTE IN THE MATTER OF	+	IN THE
MARY CATHERINE MARTINES,	+	CIRCUIT COURT
INCOMPETENT	+	FOR
	+	ANNE ARUNDEL COUNTY
	+	
	+	No. 13,087 EQUITY

++++++++++++++

REPORT OF EXAMINER AND MASTER

This case is before the Court on a petition filed by the committee of the Incompetent for ratification of a contract of sale of certain real estate owned by the petitioner and the Incompetent, who are husband and wife, as tenants by the entirety. Prior sales of other property similarly owned have previously been ratified and confirmed in these proceedings.

The testimony discloses that the wife is still incompetent and will continue to remain so; that the property cannot be partitioned in kind without loss; that the property is not income-producing, and is a financial burden to the petitioner and the Incompetent, and that it would be advantageous to both Parties to effect a sale of the same. The purchase price, according to the testimony of two experienced appraisers, appears to be quite adequate and the contract fair and reasonable.

It is therefore recommended that the contract of sale be ratified and that one-half of the proceeds thereof be held by the committee for disposition as this Court may direct. The case is ready for decree as of the date of the filing of this Report, and the attached form of decree prepared by the Solicitor for the petitioner, is recommended.

Malcolm B. Smith
Examiner and Master

FILED

1965 MAR -5 AM 10:12

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

EX PARTE IN THE MATTER OF * NO. 13,087 EQUITY

MARY CATHERINE MARTINES, * IN THE

INCOMPETENT * CIRCUIT COURT

* FOR

ANNE ARUNDEL COUNTY

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

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree for the sale of the one unimproved lot described as two lots in the written contract of sale dated January 20, 1965, between Ira M. Martines, individually, and Ira Melvin Martines, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13,087, Equity, to take charge of and manage the property and income of Mary C. Martines, his incompetent wife, acting for and on behalf of the said incompetent, as sellers, and Oliver H. Gambrill, purchaser.

Ira M. Martines

Ira Melvin Martines, Committee appointed by the Circuit Court for Anne Arundel County, Maryland, in No. 13,087 Equity to take charge of and manage the property and income of Mary C. Martines, his incompetent wife

Oliver H. Gambrill

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Annapolis, Md.

FILED

1965 MAR -5 AM 10:12

167

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

D E C R E E

This cause standing ready for hearing and having been submitted on petition, affidavit, exhibits and testimony, all of the proceedings having been read and considered, it appears to the Court that the petition filed herein is that of Ira Melvin Martines, aged 60 years, who is the husband of Mary Catherine Martines, aged 61 years, both residents of Anne Arundel County, in the State of Maryland; that the said Mary Catherine Martines has been a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, since April 29, 1953, and that on March 2, 1959, she was adjudicated incompetent by reason of mental disability by this Court, which adjudication and committment is still in full force and effect; that the said petitioner, Ira Melvin Martines, was appointed Committee to take charge of and manage the property and income of the said Mary Catherine Martines, by this Court pursuant to the decree of this Court passed March 2, 1959; that thereafter the Petitioner, Ira Melvin Martines, qualified before this Court as Committee as aforesaid by entering into an undertaking in the penalty of $1,000.00 conditioned for the faithful performance of his trust; and that he is still acting in the said capacity.

It further appears to the Court that the Petitioner and his said incompetent wife are the owners as tenants by the entireties, of certain land and property in Anne Arundel County described in

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these proceedings as Lots numbered 25 and 26 as shown on an unrecorded plat of the lots on the South side of the road leading to Turkey Point, dated August 1946 in the First Election District, being part of the tract of ground secondly described in the Petition for Committee heretofore filed in this case; that the said incompetent, Mary Catherine Martines, cannot now or in the forseeable future convey her right, title, interest and estate in and to the said real estate; that by the testimony from discreet and responsible witnesses taken before the Examiner of this Court, who stated in their dispositions the value and quantity of said property and the facts and circumstances, it appears to the Court that the said lots of ground at the present time yield no income for the Petitioner or for his incompetent wife, that they could not develop or use the said lots for any purposes other than building lots because of their location and characteristics, that the Petitioner has been forced to expend certain sums of money to pay taxes on these lots without receiving any income therefrom, that the lots cannot be used or developed for any purposes without the expenditure of a substantial sum of money in order to fill in and grade the same, that that on or about January 20, 1965, the said Ira M. Martines, individually and as Committee appointed by this Court to take charge of and manage the property and income of the said Mary Catherine Martines, his incompetent wife, acting for and on behalf of his said incompetent wife, entered into the written contract for the sale of said property described in the testimon y in these proceedings to Oliver H. Gambrill whereby the former has sold unto the latter the said two lots of ground at and for the price of Twenty thousand ($20,000.00) dollars, subject to the ratification of said contract of sale by this Court.

169

It further appears to the Court by testimony from discreet and responsible witnesses taken before the Examiner of this Court that it is to the best interest and advantage of the said incompetent, Mary Catherine Martines, as well as to the best interest and advantage of the Petitioner that a Decree for the sale of the aforesaid lots of ground should be passed and that the said contract of sale dated January 20, 1965, should be ratified and confirmed by this Court, it appearing to the Court for the benefit and advantage of the said incompetent that the aforesaid lots be sold by the price and for the terms and conditions set forth in the aforesaid contract of sale dated January 20, 1965, and that the said two lots would not be susceptible of division in kind now or hereafter between the said Petitioner and his said incompetent wife.

It is thereupon this 25 day of March in the year Nineteen hundred sixty-five, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED, and DECREED, that the aforesaid contract of sale dated January 20, 1965, made as aforesaid for the sale of two lots of ground hereinbefore described, be and the same is hereby ratified, confirmed and approved; that the said Ira Melvin Martines, Committee as aforesaid, be and he is hereby authorized, empowered and directed to join in a conveyance of the aforesaid lots of ground, with their appurtenances, for the purpose of conveying the aforesaid lots with their appurtenances, in fee simple, to the said Oliver H. Gambrill, upon payment to him as Committee, but not before, the sum of $10,000.00, which amount of money the Court hereby affixes and determines as the value of all of the right, title, interest and estate of the said incompetent, Mary Catherine Martines, in and to the aforesaid lots of ground with their appurtenances; and after receiving the aforesaid

170

sum of money, he, the said Committee, shall by good and sufficient deed to be executed and acknowledged by himself individually and as Committee appointed to take charge of and manage the property and income of the said Mary Catherine Martines, incompetent, convey to the said Oliver H.Gambrill, the aforesaid two lots of ground with their appurtenances, free, clear and discharged from all claims of the said incompetent and those claiming by, through, from or under her or them or any of them; and the said Committee shall bring into this Court the aforesaid sums of money to be distributed under the direction of this Court after deducting therefrom the Court costs of this proceedings and such attorney's fees as may be allowed the attorney for the said Petitioner by this Court.

Judge

FILED

1965 MAR -8 PM 3:32

171

LIBER 162 PAGE 445

EX PARTE IN THE MATTER	*	NO. 13,087 EQUITY
OF MARY CATHERINE MARTINES,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY

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

COMMITTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, duly appointed by the Decree of this Court dated March 2, 1959, and appointed to convey the property described in the Decree of this Court dated March 8, 1965, to Oliver H. Gambrill, the purchaser, respectfully shows unto your Honors:

1. That on the 19th day of April, 1965, the said Ira Melvin Martines, Committee as aforesaid, joined in a conveyance and duly executed, acknowledged, and delivered to Oliver H. Gambrill and Erma Gambrill, his wife, a deed conveying to them, the purchasers, the property described in the Decree of this Court dated March 8, 1965, and described in the written contract of sale dated January 20, 1965, mentioned in these proceedings, as tenants by the entireties, and to their heirs and assigns, with its appurtenances, free, clear, and discharged from all claims of the said incompetent and those claiming by, through, from or under her or them, or any of them, in accordance with the terms of the said written contract of sale as directed by this Court's Decree; the said Ira Melvin Martines, Committee as aforesaid, first having received the remaining purchasemoney due therefor, to wit: Nineteen thousand five hundred dollars ($19,500.00), said whole amount of the purchase

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1965 MAY 13 AM 9:09

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172

price having been paid, and further having first paid to himself as Committee as aforesaid the total sum of Ten thousand dollars ($10,000.00) being the amount which the Court has fixed and determined as the value of all of the right, title, interest and estate of the said incompetent in and to said property with its appurtenances, leaving a balance in his hands as Committee as aforesaid of Ten thousand dollars, subject to costs, attorney's fee, and other expenses and commissions, for distribution to the estate of his said incompetent wife, Mary Catherine Martines.

2. That the said Ira Melvin Martines, Committee as aforesaid, in compliance with the Decree of this Honorable Court as aforesaid, now brings into this Court the balance of the money which the Court has fixed and determined as aforesaid as the value of all the right, title, interest, and estate of the said incompetent in and to the said property with its appurtenances, to wit, the balance of Ten thousand dollars to be distributed to the estate of the said incompetent, Mary Catherine Martines, after deducting therefrom the costs of these proceedings to the date hereof, expenses, attorney's fee, bond premiums, other expenses, and such commissions as may be allowed the said Committee by this Court in consideration of the performance of his duties as such Committee.

WHEREFORE, the said Ira Melvin Martines, Committee as aforesaid, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an account herein, accordingly, so that the said Committee may pay out and distribute the said balance of the money which the said Committee retains in his hands and under the direction of this Court.

AND, as in duty bound, etc.

Ira Melvin Martines

Ira Melvin Martines,
Committee

173

Marvin H. Anderson

Anderson & Anderson
92 Franklin Street
Annapolis, Maryland
Telephone: 268-5035
Solicitors for Committee

STATE OF MARYLAND, COUNTY OF Anne Arundel, TO WIT:

I HEREBY CERTIFY that on this 6th day of ~~April~~ May, 1965, before me, the subscriber, a Notary Public of the Stateof Maryland in and for the County aforesaid, personally appeared Ira Melvin Martines, Committee appointed to take charge of and manage the income and property of Mary Catherine Martines, incompetent, and he made oath in due form of law that the matters and facts stated in the above Report are true as therein stated.

AS WITNESS my hand and seal Notarial.

My Commission Expires:
July 1, 1965

Notary Public

ORDER OF COURT

Upon the above Report of Sale and affidavit, it is hereby ORDERED by the Circuit Court for Anne Arundel County, in equity, this 17th day of ~~April~~ May, 1965, that the papers in these proceedings be, and they are hereby referred to the Auditor of this Court to state an account herein distributing the balance of Ten Thousand dollars remaining in the hands of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, incompetent, after deducting therefrom the costs of these proceedings in this Court to date, expenses, attorney's fee, bond premiums, and the usual commissions which are hereby allowed the Committee appointed by this Court in consideration of the performance of his duties as such Committee

And it is further ORDERED that the said Ira Melvin Martines, Committee as aforesaid, is hereby required to immediately file in this Court an additional bond with surety in the total penal sum of Eleven thousand five hundred dollars ($11,500.00) to be approved by the Court or Clerk thereof, conditioned for the faithful performance of the trust reposed in him by the Decree of this Court dated March 2, 1959, and by the aforesaid Decree of this Court dated March 8, 1965, and by any other Orders and Decrees heretofore reposed in him and which may be reposed in him by any future Order or Decree in the premises.

George Soelner
Judge

FILED
1965 MAY 13 AM 9:09

175

LIBER 162 PAGE 449

LIBER 13 PAGE 159

EX PARTE IN THE MATTER OF	*	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN
INCOMPETENT	*	THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Ira Melvin Martines, of Edgewater, Anne Arundel County, Maryland, 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 Nine thousand five hundred ($9,500.00) dollars, to be paid to the 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 12th day of April, in the year of our Lord One Thousand Nine hundred and Sixty-five.

WHERAS, the above bounden Ira Melvin Martines has been appointed Committee in the proceedings in the case of "Ex Parte in the Matter of Mary Catherine Martines, Incompetent", No. 13,087 Equity, now pending in the Circuit Court of Anne Arundel County by virtue of a decree of the Honorable the Judge of said Court and has been authorized and directed as such Committee to join in a conveyance of and to make sale of part of the property mentioned in said proceedings by virtue of a Decree of the Honorable the Judge of said Court.

FILED

1965 MAY 17 PM 4:12

176

LIBER 13 PAGE 160

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ira Melvin Martines does 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

Maryann G. Anderson

Ira Melvin Martines (SEAL)

As to Surety:

Darlene Ann Richards

National Surety Corporation

BY: Maryann G. Anderson

Attorney-in-fact

17th May, 1965

Louis N. Phipps, Clerk

177

LIBER 162 PAGE 451

In the Case of

IN THE MATTER OF MARY CATHERINE MARTINES, INCOMPETENT

VS.

In the

Circuit Court

For

Anne Arundel County

No. 13,087 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 17 PM 4:13

All of which is respectfully submitted.

May 17, 1965

John B. Hopkins, IV
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 2nd day of June, 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 H. Phipps
Clerk
Per: L. E. Wayson, deputy

FILED
1965 JUN -2 AM 9:06

178

Dr. IN THE MATTER OF MARY CATHERINE MARTINES, INCOMPETENT

LIBER 162 PAGE 452

In Acct. with IRA MELVIN MARTINES, COMMITTEE

Cr.

1965, April 19,							
Proceeds of sale	10,000	00			10,000	00	
							10,000	00
To Committee for commissions, viz:	330	00					
To Committee for Court Costs, viz:							
Clerk of Courts - court costs	54	75					
Malcolm Smith - Examiners fee	25	00					
Irene Hazel - Stenographers fee	17	00					
Auditor - stating this account	35	00			131	75	
To Committee for expenses, viz:							
(original bond & 1st Addl. bond) National Surety Corp. - Bond premiums 3/30/64-65	20	00					
(4/12/65-66) National Surety Corp. - Premium Addl. bond $9,500	47	50					
Share documentary stamps on deed	16	50					
Share 1965 taxes - 1/1/65 to 4/19/65 (12.23)	2	75					
Marvin H. Anderson - Attorneys fee - Ct. Order 5/12/65	500	00					
Ira Melvin Martines - Expenses - Ct. Order 5/12/65	1,796	41					
Geneva H. Anderson - Notary fees	1	50					
Gertrude A. Beck - Notary fees			50		2,385	16	
Balance in hands of Committee	7,153	09			7,153	09	
							10,000	00

LIBER 162 PAGE 453

EX PARTE IN THE MATTER OF	*	NO. 13,087 EQUITY
MARY CATHERINE MARTINES,	*	IN THE
Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

PETITION TO BE RELIEVED AS COMMITTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, his incompetent wife, respectfully shows:

1. That he was appointed Committee as aforesaid in 1959, but is now a patient at the Veterans Hospital at Fort Howard in Baltimore County, Maryland, where is expects to remain for an indefinite period of time and therefore desires to be relieved and to resign as said Committee.

2. That he herewith files a full and final account of said guardianship, showing the receipts and disbursements which he has made since his last account.

3. That your said petitioner respectfully suggests and recommends that Marvin H. Anderson, his attorney, who is familiar with and who has conducted the legal affairs on his behalf as said Committee as substituted committee in place of your said petitioner.

4. That neither your petitioner nor his said incompetent wife has any natural children or parents living.

WHEREFORE, your petitioner prays this Honorable Court to pass an Order in the premises dismissing him as said Committee and appointing Marvin H. Anderson as Substituted Committee in the place of your said petitioner and fixing the amount of the bond of the

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FILED
1965 MAY 21 AM 10: 46

said Substituted Committee.

And, as in duty bound, etc.

Ira Melvin Martines
Petitioner

181

LIBER 162 PAGE 455

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, NO. 13,087 EQUITY
EX PARTE IN THE MATTER OF MARY CATHERINE MARTINES, INCOMPETENT

ORDER OF COURT

ORDERED, this 21st day of May, 1965, by the Circuit Court for Anne Arundel County that Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, his incompetent wife, cause notice to be given by publication of a copy of this Order to be published in some newspaper published in Anne Arundel County once a week for four (4) successive weeks of the filing of his petition to be relieved as said Committee requiring all persons to show cause on or before the 12th day of July, 1965, why he and his sureties should not be discharged as said Committee and from further continuance and obligation as said Committee.

Judge

FILED
1965 JUN -1 AM 11:43

182

LIBER 162 PAGE 456

In the Case of

EX PARTE, IN THE MATTER OF MARY CATHERINE MARTINES,

Incompetent

VS.

In the

Circuit Court

For

Anne Arundel County

No. 13,087 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.

The same being a Final Account.

FILED
1965 JUN 10 PM 3:08

All of which is respectfully submitted.

June 10, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 28th day of June, 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: R E Watson, deputy

FILED
1965 JUN 28 PM 4:10

183

184

Dr. EX PARTE, IN THE MATTER OF MARY CATHERINE MARTINES, Incompetent

LIBER 162 PAGE 457

In Acct. with IRA MELVIN MARTINES, Committee

Cr.

Corpus Receipts, viz:							
Cash - shown by Auditors Account of 4/21/61	231	57					
" " " " " " 9/13/62	573	92					
" " " " " " 5/23/63	617	36					
" " " " " " 5/17/65	7,153	09	8,575	94			
Income Receipts, viz:							
Interest - Savings Account, Maryland Nat'l. Bank	108	87					
Refund - bond premium	13	50	122	37			
					8,698	31	
To Commitee for Commsisions on income of							
$122.37 @ 6%	7	34	7	34			
To Commitee for expenses, viz:							
Capital Gazette Press - Order nisi	42	00					
Vinton T. Bull - appraiser's fee	15	00					
Eldridge S. Wilkerson - appraiser's fee	15	00	72	00			
To Committee for Court Costs, viz:							
Clerk of Courts, Court costs	5	50					
Auditor - stating this account	35	00	40	50			
To Substitute Committee, this balance	8,578	47	8,578	47			
					8,698	31	

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, NO. 13,087 EQUITY

Ex Parte in the Matter of Mary Catherine Martines, Incompetent

Order Of Court

ORDERED, this 21st day of May, 1965, by the Circuit Court for Anne Arundel County that Ira Melvin Martines, Committee appointed to take charge of and manage the property and income of Mary Catherine Martines, his incompetent wife, cause notice to be given by publication of a copy of this Order to be published in some newspaper published in Anne Arundel County once a week for four (4) successive weeks of the filing of his petition to be relieved as said Committee requiring all persons to show cause on or before the 12th day of July, 1965, why he and his sureties should not be discharged as said Committee and from further continuance and obligation as said Committee.

MATTHEW S. EVANS
Judge

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-1

FILED
1965 JUL 12 PM 1:

No. M. G. 9324

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 458

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed

Order of Court
No. 13,087 Eq.
Ira Melvin Martines

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 July, 1965. The first insertion being made the 10th day of June, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 162 PAGE 459

SIEGFRIED MICHAELIS Route 3, Box 218 Edgewater, Maryland, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17075

MATTHEW J. PERO
4106 - 54th Street
Bladensburg, Md.

TEDDY J. SPARTA
4106 - 54th Street
Bladensburg, Md.

BRYAN GEORGE
4106 - 54th Street
Bladensburg, Md.

AND the Spouses, if any, of each of the foregoing.

WARREN SMADBECK and
MADELINE SMADBECK, his wife
17 W. 56th St.
New York, New York

AND any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lots 6215 to 6220, as shown on the Fourth Map of Woodland Beach

ARTHUR L. SCHWALLENBERG and
EVELYN M. SCHWALLENBERG, his wife
Woodland Beach
Edgewater, Maryland

AND any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County, to wit:

Lots 1733-1734 as shown on Plat of Woodland Beach

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff shows as follows:

1. That he brings this action to foreclose the rights of redemption in and to the properties hereinafter set forth under

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1965 MAR 16 AM 10: 50

and by virtue of Sections 70-116, inclusive, and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 14, 1963, your Plaintiff, at a regular tax sale, purchased from Edward N. C. Bradley, Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received certificate of tax sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County:

> Certificate No. 4101B - Lots 6215 to 6220 as shown on the plat Woodland Beach, District 1, and assessed to Matthew J. Pero, et al.
>
> Certificate No. 4102B - Lots 1733-1734 as shown on the plat of Woodland Beach, District 1, and assessed to A. L. and E. M. Schwallenberg.

3. That said Tax Sale Certificates No. 4101B and 4102B, dated October 14, 1963, setting forth the aforesaid sale to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 and 2", respectively, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records, and the Records of the Register of Wills of Anne Arundel County reveals:

(a) That Matthew J. Pero, Teddy J. Sparta and Bryan George are the owners of record as joint tenants and not as tenants in common in and to the fee simple title of Lots 6215, 6216, 6217, 6218, 6219 and 6220 as shown on the "Fourth Map of Woodland Beach, District Number One", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8 at folio 15, by virtue of a deed from Wilbur S. Barton and Irene F. Barton,

his wife, dated November 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 666, folio 77; and that prior to title vesting as aforesaid in Defendants Matthew J. Pero, Teddy J. Sparta and Bryan George, title to the aforesaid lots of ground was vested in one Warren Smadbeck by virtue of a deed from Frank I. Williams and wife to Warren Smadbeck dated April 10, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B.No. 123, folio 450; and that said lots were sold by the Treasurer of Anne Arundel County for default of payment of taxes for the year 1941, all as shown in Tax Sale Proceeding No. 5894, and that Warren Smadbeck and Madeline Smadbeck, his wife, are joined as defendants herein to foreclose any possible interest they might have in said lots.

(b) That Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, are the owners of record as tenants in common of Lots Nos. 1733 and 1734 as shown on plat of Woodland Beach, Sheet No. 2, situate on Shore Drive, by virtue of a deed dated October 8, 1948, and recorded among the Land Records of Anne Arundel County in J.H.H.No. 494, folio 300 from Joseph Melton and Lulu M. Melton, his wife, to Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, as tenants by the entireties, and thereafter Evelyn M. Schwallenberg was divorced from Arthur Louis Schwallenberg, in the Circuit Court for Anne Arundel County in Equity No. 7913.

5. That the aforementioned and described real estate has not been redeemed by the defendants herein, nor by anyone claiming through them, although more than one year and a day has elapsed from the date of the aforesaid tax sale.

6. That Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1963, as required

by statute in such cases made and provided under the laws of the State of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

Certificate No. 4101B - Bid $150.00, amount paid $56.88

Certificate No. 4102B - Bid $275.00, amount paid $42.92

7. That the amount necessary for redemption of the aforesaid tax sale certificates is as follows:

Certificate No. 4101B - Amount due $56.88

Certificate No. 4102B - Amount due $42.92

plus taxes to date, penalties, interest and the total disbursement of the holder of the certificate of tax sale and costs on the above certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpeona be issued and served upon the defendants herein commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the defendants and to all parties in interest, commanding them to appear in this Court on some day certain to be stated therein and answer the exigencies of this Bill of Complaint.

(3) That this Court enter a Final Decree foreclosing all rights of redemption of the defendants and all persons having or claiming to have any interest in the hereinabove described property.

(4) That the final decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a deed to the properties herein involved, vesting in Plaintiff a good and

marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances, to the date of said decree.

(5) And for such other and further relief as the nature of this case may require and may seem just and proper to this Court.

AND as in duty bound, etc.

Siegfried Michaelis

Siegfried Michaelis

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
Colonial 8-5049
Attorney for Plaintiff

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

SIEGFRIED MICHAELIS, being first duly sworn and on oath deposes and says that he is Plaintiff herein, that he has read the aforegoing Bill of Complaint to Foreclose Equities of Redemption by him signed, knows the contents thereof, and verily believes the same to be true to the best of his knowledge and belief.

Siegfried Michaelis

Siegfried Michaelis

SUBSCRIBED and SWORN to before me this 15th day of March, 1965.

Mary Harrison

Mary Harrison - Notary Public

LIBER 162 PAGE 464

Nº 4102 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY
County Treasurer

I, ..., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to L. McCharles Rt 3 Box 218. Edgewater at public auction for the sum of 275 Dollars and 00 Cents, of which 42.92 Dollars has been paid as a deposit on the property in Dist 1 described as Lots 1733-1734 as shown on the plat of Woodland Beh

and assessed to A. L. + E. M. Schwallenberg

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1964, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires May 3, 1965

Plaintiff's Exhibit No. 2

FILED
1965 MAR 16 AM 11:03

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LIBER 162 PAGE 465

Nº 4101 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Michaelis Rt 3 Box 218. Edgewater at public auction for the sum of $150 Dollars and 00 Cents, of which $56.88 Dollars has been paid as a deposit on the property in Dist 1 described as Lot 6215 to 6220 as shown on the plat Woodland Bch.

and assessed to Matthew J Pero Et al.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1964, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw N C Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. [illegible]
Notary Public.

My Commission Expires May 3, 1965

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1965 MAR 16 AM 11:03

Plaintiff's Exhibit No. 1

1

C. Maurice Weidemeyer
236 Main Street
Annapolis, Md.
Attorney

SIEGFRIED MICHAELIS : IN THE CIRCUIT COURT FOR
Route 3, Box 218 : ANNE ARUNDEL COUNTY
Edgewater, Md., :
Plaintiff : Equity No. 17,075

vs.

MATTHEW J. PERO
4106 - 54th St.
Bladensburg, Md.

TEDDY J. SPARTA
4106 - 54th St.
Bladensburg, Md.

BRYAN GEORGE
4106 - 54th St.
Bladensburg, Md.

AND the Spouses, if any, of each of the foregoing.

WARREN SMADBECK and
MADELINE SMADBECK, his wife
17 W. 56th St.
New York, New York

ARTHUR L. SCHWALLENBERG and
EVELYN M. SCHWALLENBERG, his wife
Woodland Beach
Edgewater, Maryland

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

First Dist., Cert. No. 4101B - Lots 6216 to 6220 as shown on the plat Woodland Beach, [redacted] (J.H.H.#666,folio 77).

First Dist., Cert. No. 4102B - Lots 1733-1734 as shown on the plat of Woodland Beach, (JHH #494, folio 300).

Defendants

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1965 MAR 16 AM 10: 50

4

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1963, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SIEGFRIED MICHAELIS, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Certificate No. 4101B - Lots 6215 to 6220 as shown on the plat of Woodland Beach, First Election District, and assessed to Matthew J. Pero, et al., and sold to the Plaintiff for $150, of which sum $56.88 has been paid.

Certificate No. 4102B - Lots 1733-1734 as shown on the plat of Woodland Beach, First Election District, and assessed to A. L. & E. M. Schwallenberg, and sold to the Plaintiff for $275, of which sum $42.92 has been paid.

The bill of complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1963.

It is thereupon this 16th day of March, 1965, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 21st day of May, 1965, next, warning the said Matthew J. Pero, Teddy J. Sparta, Bryan George, and the spouses, if any, of each of the foregoing, Warren Smadbeck and Madeline Smadbeck, his wife, Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, and any

and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 21st day of May, 1965, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Siegfried Michaelis, a title free and clear of all encumbrances.

Louis N. Phipps

Louis N. Phipps, Clerk

C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Md.
Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EQUITY NO. 17,075

SIEGFRIED MICHAELIS
Route 3, Box 218
Edgewater, Md.

Plaintiff

vs.

MATTHEW J. PERO
4106 - 54th St.
Bladensburg, Md.
TEDDY J. SPARTA
4106 - 54th St.
Bladensburg, Md.
BRYAN GEORGE
4106 - 54th St.
Bladensburg, Md.
AND the Spouses, if any, of each of the foregoing.
WARREN SMADBECK and MADELINE SMADBECK, his wife
17 W. 56th St.
New York, New York
ARTHUR L. SCHWALLENBERG and
EVELYN M. SCHWALLENBERG, his wife
Woodland Beach
Edgewater, Maryland

AND the unknown heirs, alienees, devisees and assignees of the foregoing and any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit:

First Dist., Cert. No. 4101B—Lots 6216 to 6220 as shown on the plat Woodland Beach, (JHH No. 666, folio 77).

No.

First Dist., Cert. No. 4102B—Lots 1733-1734 as shown on the plat of Woodland Beach, (JHH No. 494, folio 300).

Defendants

Order of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1963, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to SIEGFRIED MICHAELIS, Plaintiff in these proceedings, for taxes due and in arrears, by the following Tax Sale Certificates and assessed described on the Books of Assessment and Taxation as follows:

Certificate No. 4101B — Lots 6215 to 6220 as shown on the plat of Woodland Beach, First Election District, and assessed to Matthew J. Pero, et al., and sold to the Plaintiff for $150, of which sum $56.88 has been paid.

Certificate No. 4102B — Lots 1733-1734 as shown on the plat of Woodland Beach, First Election District, and assessed to A. L. & E. M. Schwallenberg, and sold to the Plaintiff for $275, of which sum $42.92 has been paid.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 469

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Order of Publication

Eq. No. 17,075

Matthew J. Pero, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1965. The first insertion being made the 18th day of March, 1965.

FILED
1965 APR 15 AM 9:59

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

The bill of complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 14, 1963.

It is thereupon this 16th day of March, 1965, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 21st day of May, 1965, next, warning the said Matthew J. Pero, Teddy J. Sparta, Bryan George, and the spouses, if any, of each of the foregoing, Warren Smadbeck and Madeline Smadbeck, his wife, Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, and any and all persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court in proper person or by Solicitor on or before the 21st day of May, 1965, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, Siegfried Michaelis, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-8

SIEGFRIED MICHAELIS, Plaintiff vs. MATTHEW J. PERO, et al., Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,075

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

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

C. MAURICE WEIDEMEYER, attorney for Siegfried Michaelis, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Order of Publication and Bill of Complaint herein, by certified mail, return receipt requested, to non-resident defendant Warren Smadbeck, as evidenced by the "Return Receipt" filed herewith and made a part hereof.

2. That a copy of the Order of Publication and Bill of Complaint herein, was sent certified mail to Mrs. Madeline Smadbeck, non-resident defendant herein, and said letter was returned marked "Addressee Unknown - Not in Directory, New York, New York", and is filed herewith and made a part hereof.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 22nd day of May, 1965.

Mary Harrison
Mary Harrison - Notary Public

FILED

1965 MAY 10 AM 10: 43

FILED
MAY 24 AM 10:43

13

No. 152772

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mr. Warren Smadbeck

STREET AND NO.
17 W. 56th Street

CITY AND STATE
New York, New York

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

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

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
3/25/65

POD Form 3800
June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

No. 152771

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Madeline Smadbeck

STREET AND NO.
17 W. 56th Street

CITY AND STATE
New York, New York

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

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

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE
3/25/65

POD Form 3800
June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

LIBER 162 PAGE 472

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee
☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

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

Mrs. Warren Smadbeck

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

NEW YORK, N.Y. MAR 1965 PLANETARIUM

SHOW WHERE DELIVERED (only if requested)

CS5—16—71548-5—F GPO

LAW OFFICES
C. MAURICE WEIDEMEYER
236 MAIN STREET
ANNAPOLIS, MARYLAND 21401

ANNAPOLIS MAR 25 1965 MD

ANNA. MA 199 M

10 10¢ MONTICELLO 20¢ U.S. POSTAGE

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RETURNED TO WRITER

Not in Directory
New York, New York

Mrs. Madeline Smadbeck
17 W. 56th Street
New York, New York

CERTIFIED
No. 152771
MAIL

LIBER 162 PAGE 473

SIEGFRIED MICHAELIS, Plaintiff vs. MATTHEW J. PERO, et al., Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,075

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 Siegfried Michaelis, Plaintiff herein, and made oath in due form of law that:

That Matthew J. Pero and Teddy J. Sparta are not in the military service, and that as to defendants Warren Smadbeck and Madeline Smadbeck, Arthur L. Schwallenberg and Evelyn M. Schwallenberg, he has made inquiry concerning said defendants and believes said defendants are not in the military service, and that defendant Bryan George is not in the military service.

Siegfried Michaelis
Siegfried Michaelis

SUBSCRIBED and SWORN to before me this 22nd day of May, 1965.

Mary Harrison
Mary Harrison - Notary Public

FILED

1965 MAY 24 AM 10:42

SIEGFRIED MICHAELIS,	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17,075
MATTHEW J. PERO, et al.,	:	
Defendants	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in The Maryland-Gazette-Glen Burnie News, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to Plaintiff on the 14th day of October, 1963, for non-payment of taxes due and in arrears.

And it further appearing that the defendants Warren Smadbeck and Madeline Smadbeck, his wife, have been served by publication.

And it further appearing that subpoenas issued out of this Court directed to the defendants Matthew J. Pero and Teddy J. Sparta, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the subpoena issued out of this Court directed to the defendant Bryan George has been returned twice "non est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, have been returned twice "non sunt", as will more fully appear from the Sheriff's returns filed herein.

15

And it further appearing that all of the aforesaid defendants have failed to enter their appearance herein in person or by solicitor, have failed to file an answer to the bill of complaint, and the time within which said defendants could so appear and file an answer having now expired, it is, thereupon, this 25th day of May, 1965, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said defendants, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 14th day of October, 1963.

George Sachse
Judge

FILED
1965 MAY 25 AM 11:06

14

SIEGFRIED MICHAELIS, Plaintiff	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	Equity No. 17,075
MATTHEW J. PERO, et al., Defendant	

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the defendants Warren Smadbeck and Madeline Smadbeck, his wife, have been served by publication.

And it further appearing that subpoenas issued out of this court directed to the defendants Matthew J. Pero and Teddy J. Sparta, have been returned "Summoned", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the subpoena issued out of this court directed to the defendant Bryan George has been returned twice "non est" as will more fully appear from the Sheriff's returned filed herein.

And it further appearing that subpoenas issued out of this court directed to the defendants Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, have been returned twice "non sunt", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that a decree pro confesso was entered herein on the 25th day of May, 1965, against all of the aforesaid defendants hereinabove mentioned, and that none of the aforesaid parties against whom the decree pro confesso was entered, have entered their appearance herein or filed an answer in these proceedings, or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, sitting in equity, this 29th day of June, 1965,

ADJUDGED, ORDERED and DECREED, that all the rights of

17

redemption to the properties mentioned herein of the defendants Warren Smadbeck and Madeline Smadbeck, his wife, Matthew J. Pero, Teddy J. Sparta, Bryan George, and Arthur L. Schwallenberg and Evelyn M. Schwallenberg, his wife, and all the unknown heirs at law, alienees, assignees and devisees of any of the aforementioned parties, and any and all persons having or claiming to have any right, title or interest in the hereinafter described properties, be and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described properties sold to the Plaintiff on the 14th day of October, 1963, for non-payment of taxes for the years 1961 and 1962, to wit:

Certificate No. 4101B - Lots 6215 to 6220 as shown on the plat of Woodland Beach, First Election District, and assessed to Matthew J. Pero, et al.

Certificate No. 4102B - Lots 1733-1734 as shown on the plat of Woodland Beach, First Election District, and assessed to A. L. & E. M. Schwallenberg.

free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause, and public easements and public proceedings to which said property is subject; and

AND it is further ORDERED that the Controller for Anne Arundel County, as the Collector of State and County Taxes, execute and deliver to Siegfried Michaelis, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots, upon payment by the Plaintiff to the said Controller such taxes as may be due thereon, and the balance of the purchase price of the aforesaid Certificates, if any; and

It is further ORDERED that Plaintiff pay the costs of these proceedings.

George Sachse
Judge

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LIBER 162 PAGE 478

In the Matter of the	: No. 17,085	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Gordon A. Crandall, Jr. and	: for	
Benny B. Crandall, his wife	: 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 162 PAGE 479

BOOK 1619 PAGE 495

No. 17,085 Equity

Purchase Money

This Mortgage, Made this 11th day of December, in the year one thousand, nine hundred and sixty-two, between GORDON A. CRANDALL, JR. and BENNY B. CRANDALL, 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.

G.36/12

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THIRTY-TWO THOUSAND----($32,000.00) Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of TWO HUNDRED THIRTY DOLLARS----------($230.00) 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 First Election District of Anne Arundel County, in said State, and described as follows:

ALL that parcel of ground containing 16.04 acres, more or less, and more particularly described by metes and bounds in a Deed to the within-named Mortgagors by Clapham Murray, Jr. and Thelma F. Murray, his wife, dated December 11th, 1962 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

William W. Townshend, Jr.

Gordon A. Crandall, Jr. [SEAL]

Benny B. Crandall [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of December, 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Gordon A. Crandall, Jr. and Benny B. Crandall, his wife the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

William W. Townshend, Jr., NOTARY PUBLIC

My commission expires May 6th, 1963.

9.00

Rec'd for record Jan. 12, 1962 at 2:32 P.M.
Mailed to Townshend & Kirk

4

LIBER 162 PAGE 482

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 Gordon A. Crandall, Jr. and Benny B. Crandall, his wife, dated December 11th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1619, Folio 495, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises on

TUESDAY, APRIL 13th, 1965

at 10:30 o'clock A.M.

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

BEGINNING for the same at a pipe set on the south side of Maryland Route 255 leading from Owensville to Galesville, said pipe marks the northwest corner of the first parcel of land described in the conveyance from Fannie Ellzey Murray, widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated January 16, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 554, Folio 139, said pipe being located, North 79° 13' 30" West, 1138.50 ft. along the south side of said State Road from the intersection formed by the said south side thereof with the North 24° West, 163 perch line of the whole tract conveyed by Chapham Murray, Jr. and Thelma F. Murray, his wife, to William H. Murray, by deed dated April 17, 1945 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. 330, Folio 185, said 163 perch line having a bearing of North 17° 35' 50" West, as corrected to the magnetic meridian of 1960, said 163 perch line being marked by a fence line and an iron fence post set in concrete, South 17° 35' 50" East, 15.12 ft. from the south side of said State Road; thence from the place of beginning so fixed, leaving said State Road and running with the west line of the above mentioned, Part One of the conveyance to Shepherd, as now surveyed, South 06° 01' 30" West, 853.19 ft. to a fence post found at the southwest corner of said Part One, said post also marks the beginning of the South 05° 24' East, 91 foot line of the conveyance from Fannie Ellzey Murray, Widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated February 21, 1946 and recorded among said Land Records in Liber J.H.H. 400, Folio 256; thence leaving said Part One and running with said 91 foot line as corrected to magnetic meridian of 1960, and with a fence line, South 03° 39' 10" West, 91.35 ft. to a fence post; thence running with part of the South 69° 58'

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West, 1151.5 foot line of J.H.H. 400, Folio 256, South 76° 15' 30" West, 724.50 ft. to a pipe set in a fence line, said pipe marks the southeast corner of Part 2 of J.H.H. 554, Folio 139, aforesaid; thence leaving said 1151.5 foot line and running with the east outlines of said Part 2, as now surveyed, North 02° 42' 10" West, 215.00 ft. to a pipe set; thence North 78° 38' 40" East, 64.70 ft. to an old wood fence post by the gate in a fence line; thence continuing with the east outline of said Part 2, as now surveyed, North 12° 00' West, 584.18 ft. to a pipe set on the south side of Maryland Route 255, aforesaid, said pipe being located, South 12° 00' East, 3.95 ft. from an iron fence post at the end of a fence line; thence running with the south side of said State Road, North 61° 50' East 536.82 ft.; thence North 67° 39' East, 71.72 ft.; thence North 74° 58' East, 84.74 ft.; thence North 83° 07' 30" East, 115.69 ft.; thence North 83° 57' 30" East, 43.33 ft. to an iron fence post; thence South 84° 36' 10" East, 88.24 ft. to the place of beginning. Containing 16.04 acres, more or less.

For Title Reference, see J.H.H. 330, Folio 185 and Last Will and Testament of William H. Murray filed in the Orphans Court for Anne Arundel County in Liber R.G.P. 2, Folio 267.

Above described property improved by two story frame dwelling with modern conveniencesand outside swimming pool.

TERMS OF SALE: A cash deposit will be required of $1,500.00 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: March 18th and 25th, and
April 1st and 8th, 1965

Please send twenty-five handbills

LIBER 162 PAGE 484

AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged Real Estate of Gordon A. Crandall, Jr. and Benny B. Crandall, his wife

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

I hereby certify that, on this 16th 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, 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 defendant s

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

Gordon A. Crandall, Jr. and Benny B. Crandall, 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 16th day of March, 19 65.

Notarial Seal

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

May 3rd, 1965

Filed,

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LIBER 162 PAGE 485

In the Matter of the Mortgaged	: No. 17085	Equity
Real Estate of Gordon A.	:	In the Circuit Court
Crandall, Jr. and Benny B.	:	for
Crandall, his wife	:	Anne Arundel County
	:	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Gordon A. Crandall, Jr. and Benny B. Crandall, his wife, to Loyola Federal Savings and Loan Association dated December 11th, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1619, Folio 495.		$32,000.00
Less total amount paid on account of principal	$1,622.83	
Credit Expense Account	610.54	2,233.37
		$29,766.63
Plus interest to March 31, 1965.		759.43
Amount of Mortgage Indebtedness.		$30,526.06

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 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 MAR 17 PM 3:15

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#17,085

The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 162 PAGE 486

BOOK 13 PAGE 127

No. 17,085 Equity

BOND NO. 53 32 83

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 THIRTY-EIGHT THOUSAND AND NO/100 ($38,000.00) - 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 2nd day of April, 1965.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Gordon A. Crandall, Jr. and Benny B. Crandall, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 11th day of December, 1962, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1619, Folio 495, 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 7th day of April 1965

Louis N. Phipps, Clerk

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Form 24 S831

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17009
17085

WILLIAM W. TOWNSHE
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 Gordon A. Crandall, Jr. and Benny B. Crandall, his wife, dated December 11th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1619, Folio 495, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises on

TUESDAY, APRIL 13th, 1965 AT 10:30 O'CLOCK A.M.

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

BEGINNING for the same at a pipe set on the south side of Maryland Route 255 leading from Owensville to Galesville, said pipe marks the northwest corner of the first parcel of land described in the conveyance from Fannie Ellzey Murray, widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated January 16, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 554, Folio 139, said pipe being located, North 79 degrees 13' 30" West, 1138.50 ft. along the south side of said State Road from the intersection formed by the said south side thereof with the North 24 degrees West, 163 perch line of the whole tract conveyed by Chapham Murray, Jr. and Thelma F. Murray, his wife, to William H. Murray, by deed dated April 17, 1945 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. 330, Folio 185, said 163 perch line having a bearing of North 17 degrees 35' 50" West, as corrected to the magnetic meridian of 1960, said 163 perch line being marked by a fence line and an iron fence line and an iron fence post set in concrete, South 17 degrees 35' 50" East, 15.12 ft. from the south side of said State Road, thence from the place of beginning so fixed, leaving said State Road and running with the west line of the above mentioned, Part One of the conveyance to Shepherd, as now surveyed, South 06 degrees 01' 30" West, 853.19 ft. to a fence post found at the southwest corner of said Part One, said post also marks the beginning of the South 05 degrees 24' East, 91 foot line of the conveyance from Fannie Ellzey Murray, Widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated February 21, 1946 and recorded among said Land Records in Liber J.H.H. 400, Folio 256; thence leaving said Part One and running with said 91 foot line as

10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 487

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Attorney's Sale
Gordon A. Crandall, Jr.
(Owensville
Galesville)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of April, 1965. The first insertion being made the 18th day of March, 1965.

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

corrected to nagnetic meridian of 1960, and with a fence line, South 03 degrees 39' 10" West, 91.35 ft. to a fence post; thence running with part of the South 69 degrees 58' West, 1151.5 foot line of J.H.H. 400, Folio 256 South 76 degrees 15' 30" West, 724.50 ft. to a pipe set in a f(line, said pipe marks the sou east corner of Part 2 of J.H.H. 554, Folio 139, aforesaid; thence leaving said 1151.5 foot line running with the east outline said Part 2, as now surveyed, North 02 degrees 42' 10" West, 215.00 ft. to a pipe set; thence North 78 degrees 38' 40" East, 64.70 ft. to an old wood fence post by the gate in a fence line; thence continuing with the east outline of said Part 2, as now surveyed, North 12 degrees 00' West, 584.18 ft. to a pipe set on the south side of Maryland Route 255, aforesaid, said pipe being located, South 12 degrees 00' East, 3.95 ft. from an iron fence post at the end of a fence line; thence running with the south side of said State Road, North 61 degrees 50' East 536.82 ft.; thence North 67 degrees 39' East, 71.72 ft.; thence North 74 degrees 58' East, 84.74 ft.; thence North 83 degrees 07' 30" East, 115.69 ft.; thence North 83 degrees 57' 30" East, 43.33 ft. to an iron fence post; thence South 84 degrees 36' 10" East, 88.24 ft. to the place of beginning. Containing 16.04 acres, more or less.

For Title Reference, see J.H.H. 330, Folio 185 and Last Will and Testament of William H. Murray filed in the Orphans Court for Anne Arundel County in Liber R.G.P. 2, Folio 267.

Above described property improved by two story frame dwelling with modern conveniences and outside swimming pool.

TERMS OF SALE: A cash deposit will be required of $1,500.00 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
East South Street
Annapolis, Maryland
ROBERT H. CAMPBELL
Auctioneer

A-8

ROBERT H. CAMPBELL . . . . . Auctioneer

WILLIAM W. TOWNSHEND, JR. ATTORNEY
TOWNS-WORTH BUILDING, SOUTH ST.
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Gordon A. Crandall, Jr., and Benny B. Crandall, his wife, dated December 11th, 1962 and recorded among the Land Records of Anne Arundel County in Liber L. N. P No. 1619, Folio 495, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises on

TUESDAY, APRIL 13th, 1965

AT 10:30 O'CLOCK A. M.

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

BEGINNING for the same at a pipe set on the south side of Maryland Route 255 leading from Owensville to Galesville, said pipe marks the northwest corner of the first parcel of land described in the conveyance from Fannie Ellzey Murray, widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated January 16, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 554, Folio 139, said pipe being located, North 79°13'30" West, 1138.50 ft. along the south side of said State Road from the intersection formed by the said south side thereof with the North 24° West, 163 perch line of the whole tract conveyed by Chapham Murray, Jr. and Thelma F. Murray, his wife, to William H. Murray, by deed dated April 17, 1945 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. 330, Folio 185, said 163 perch line having a bearing of North 17°35'50" West, as corrected to the magnetic meridian of 1960, said 163 perch line being marked by a fence line and an iron fence post set in concrete, South 17°35'50" East, 15.12 ft. from the south side of said State Road; thence from the place of beginning so fixed, leaving said State Road and running with the west line of the above mentioned, Part One of the conveyance to Shepherd, as now surveyed, South 06°01'30" West, 853.19 ft. to a fence post found at the southwest corner of said Part One, said post also marks the beginning of the South 05°24' East, 91 foot line of the conveyance from Fannie Ellzey Murray, widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated February 21, 1946 and recorded among said Land Records in Liber J.H.H. 400, Folio 256; thence leaving said Part One and running with said 91 foot line as corrected to magnetic meridian of 1960, and with a fence line, South 03°39'10" West, 91.35 ft. to a fence post; thence running with part of the South 69°58' West, 1151.5 foot line of J.H.H. 400, Folio 256, South 76°15'30" West,

724.50 ft. to a pipe set in a fence line, said pipe marks the southeast corner of Part 2 of J.H.H. 554, Folio 139, aforesaid; thence leaving said 1151.5 foot line and running with the east outlines of said Part 2, as now surveyed, North 02°42'10" West, 215.00 ft. to a pipe set; thence North 78°38'40" East, 64.70 ft. to an old wood fence post by the gate in a fence line; thence continuing with the east outline of said Part 2, as now surveyed, North 12°00' West, 584.18 ft. to a pipe set on the south side of Maryland Route 255, aforesaid, said pipe being located, South 12°00' East, 3.95 ft. from an iron fence post at the end of a fence line; thence running with the south side of said State Road, North 61°50' East 536.82 ft.; thence North 67°39' East, 71.72 ft.; thence North 74°58' East, 84.74 ft.; thence North 83°07'30" East, 115.69 ft.; thence North 83°57'30" East, 43.33 ft. to an iron fence post; thence South 84°36'10" East, 88.24 ft. to the place of beginning. Containing 16.04 acres, more or less.

For Title Reference, see J.H.H. 330, Folio 185 and Last Will and Testament of William H. Murray filed in the Orphans Court for Anne Arundel County in Liber R.G.P. 2, Folio 267.

Above described property improved by two story frame dwelling with modern conveniences and outside swimming pool.

TERMS OF SALE: A cash deposit will be required of $1,500.00 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

FILED
1965 APR 19 PM 2:01

Annapolis, Maryland
April 13th, 1965

I HEREBY CERTIFY that I have this 13th day of April 1965, sold the property described on the reverse hereof unto THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate at and for the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($37,300.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 13th day of April 1965, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($37,300.00) and I/we hereby agree to comply with the terms of sale.

THE ANNAPOLIS BANKING AND TRUST COMPANY

By: Pierre Bernard
Pierre Bernard, President

Mary G. Mitchell, Asst Secretary

FILED
1965 APR 19 PM 2:01

12

LIBER 162 PAGE 492

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
Gordon A. Crandall, Jr. and	:	for
Benny B. Crandall, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 13th day of April 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Pierre Bernard, President of The Annapolis Banking and Trust Company 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.

THE ANNAPOLIS BANKING AND TRUST COMPANY

By: Pierre Bernard (SEAL)
Pierre Bernard, President

Mary A. Harold (SEAL)
Asst Secretary

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED
1965 APR 19 PM 2:01

13

LIBER 162 PAGE 493

In the Matter of the	: No.	17085 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Gordon A. Crandall, Jr. and	:	for
Benny B. Crandall, 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 Gordon A. Crandall, Jr. and Benny B. Crandall, his wife, dated December 11th, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1619, folio 495, 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, April 13th, 1965, at 10:30 o'clock A.M. and then and there sold the said property to The Annapolis Banking and Trust Company at and for the sum of THIRTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($37,300.00), 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 First Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

FILED
1965 APR 19 PM 2:01

14

BEGINNING for the same at a pipe set on the south side of Maryland Route 255 leading from Owensville to Galesville, said pipe marks the northwest corner of the first parcel of land described in the conveyance from Fannie Ellzey Murray, widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated January 16, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 554, folio 139, said pipe being located, North 79° 13' 30"West, 1138.50 ft. along the south side of said State Road from the intersection formed by the said south side thereof with the North 24° West, 163 perch line of the whole tract conveyed by Chapham Murray, Jr. and Thelma F. Murray, his wife, to William H. Murray, by deed dated April 17, 1945 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. 330, folio 185, said 163 perch line having a bearing of North 17° 35' 50" West, as corrected to the magnetic meridian of 1960, said 163 perch line being marked by a fence line and an iron fence post set in concrete, South 17° 35' 50" East 15.12 ft. from the south side of said State Road; thence from the place of beginning so fixed, leaving said State Road and running with the west line of the above mentioned, Part One of the conveyance to Shepherd as now surveyed, South 06° 01' 30" West, 853.19 ft. to a fence post found at the southwest corner of said Part One, said post also marks the beginning of the South 05° 24' East, 91 foot line of the conveyance from Fannie Ellzey Murray, widow, et al, to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife, by deed dated February 21, 1946 and recorded among said Land Records in Liber J.H.H. 400, folio 256; thence leaving said Part One and running with said 91 foot line as corrected to magnetic meridian of 1960, and with a fence line, South 03° 39' 10" West, 91.35 ft. to a fence post; thence running with part of the South 69° 58' West, 1151.5 foot line of J.H.H. 400, folio 256, South 76° 15' 30" West, 724.50 ft. to a pipe set in a fence line, said pipe marks the southeast corner of Part 2 of J.H.H. 554, folio 139, aforesaid; thence leaving said 1151.5 foot line and running with the east outlines of said Part 2, as now surveyed, North 02° 42' 10" West, 215.00 ft. to a pipe set; thence North 78° 38' 40" East, 64.70 ft. to an old wood fence post by the gate in a fence line; thence continuing with the east outline of said Part 2, as now surveyed, North 12° 00' West, 584.18 ft. to a pipe set on the south side of Maryland Route 255, aforesaid, said pipe being located, South 12° 00' East, 3.95 ft. from an iron fence post at the end of a fence line; thence running with the south side of said State Road, North 61° 50' East, 536.82 ft.; thence North 67° 39' East, 71.72 ft.; thence North 74° 58' East, 84.74 ft.; thence North 83° 07' 30" East, 115.69 ft.; thence North 83° 57' 30" East, 43.33 ft. to an iron fence post; thence South 84° 36' 10" East, 88.24 ft. to the place of beginning. Containing 16.04 acres, more or less.

For title reference, see J.H.H. 330, folio 185, and Last Will and Testament of William H. Murray filed in the Orphans Court for Anne Arundel County in Liber R.G.P. 2, folio 267.

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 $1,500.00 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 13th day of April 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.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

LIBER 162 PAGE 496

In the Matter of the Mortgaged Real Estate of Gordon A. Crandall Jr. and Benny B. Crandall, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,085 Equity

Ordered, this 19th day of April, 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 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $37,300.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr. Atty For the Maryland Gazette (Apr. 22nd Edition)

(Final Order)

In the Matter of the Mortgaged Real Estate of Gordon A. Crandall, Jr. and Benny B. Crandall, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of May, 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 MAY 25 PM 3:33

17

LIBER 162 PAGE 497

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,085 Equity

In the Matter of the Mortgaged Real Estate of GORDON A. CRANDALL, JR. and BENNY B. CRANDALL, his wife

Ordered this 19th day of April 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $37,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,085

Gordon A. Crandall, 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 24th day of May, 1965. The first insertion being made the 22nd day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidgshaw

FILED

1965 MAY 19 PM 1:35

18

No. M. G. 4395

LIBER 162 PAGE 498

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
GORDON A. CRANDALL, JR. and wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,085 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 26 PM 4:00

All of which is respectfully submitted.

May 26, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 11th day of June, 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: R. E. Wayson, deputy

FILED
1965 JUN 11 PM 3:44

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GORDON A. CRANDALL, JR., and wife

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

					Cr.	
1965, April 13,						
Proceeds of Sale	37,300	30	37,300	30		
Refund 1965 taxes 4/13/65 to 6/30/65 ($114.97)	49	30	49	30		
					37,349	30
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	1,026	99	1,126	99		
To Attorney for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	29	75				
Auditor - stating this account	40	00	79	75		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	164	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	17	00				
Robert H. Campbell - auctioneer's fee	150	00				
Pennsylvania Insurance Co. - bond premium	152	00				
One-half cost documentary stamps	61	88				
Dorothy P. McNew - notary fees	2	00	562	40		
To Loyola Federal Savings & Loan Ass'n. this First Mortgage claim in full as filed	30,526	06				
Interest on principal balance of $29,766.63 from 4/1/65 to 6/11/65 - 71 days @ 6%	348	27	30,874	33		
To Loyola Federal Savings & Loan Assn. this balance on account of Second Mortgage claim	4,705	83	4,705	83		
					37,349	30

Amount of Second Mortgage claim filed	4,839	97	
Interest on Principal balance of $4,722.09 from			
4/1/65 to 6/11/65 - 71 days @ 6%	55	25	
	4,895	22	
Credit - amount allowed above	4,705	83	
Balance subject to Decree in Personam	189	39	

LIBER 162 PAGE 501

J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association , a body corporate, 132 E. Fort Avenue Baltimore 30, Maryland	:	IN THE CIRCUIT COURT
	:	OF
vs.	:	ANNE ARUNDEL COUNTY
William S. Ryder and Helen F. Ryder, his wife, P. O. Box 182-D Central Avenue Pasadena, Maryland	:	No. 15,369 Equity

Mr. Clerk:

Please docket the above entitled case and file the accompanying mortgage from William S. Ryder and Helen F. Ryder, his wife, to Riverside Federal Savings and Loan Association, a body corporate, the same having been assigned to J. Irvin McCourt, dated July 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1411, folio 277, which mortgage was made to secure the repayment of the sum of $10,000.00 and interest, and which mortgage is marked for identification "Plaintiff's Exhibit No. 1" and is in default.

J. Irvin McCourt
Attorney for Plaintiff

J. Irvin McCourt, Attorney
815 Mercantile Trust Bldg.
Baltimore 2, Md.

FILED

1963 JAN -8 AM 9:49

DO NOT INDEX IN CHATTEL RECORDS

BOOK 1411 PAGE 277

12194

No. 15,369 Equity

LIBER 162 PAGE 502

Mortgage

This Mortgage, made this 29th day of July in the year one thousand nine hundred and sixty, between William S. Ryder and Helen F. Ryder, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and Riverside Federal Savings and Loan Association, a body corporate, duly incorporated under the laws of the United States of America, Mortgagee.

Whereas the said Mortgagor(s) being members of the Riverside Federal Savings and Loan Association, have this day received an advance of

Ten Thousand ($10,000.00) - dollars, being part of the purchase money for the property herein described, which sum the Mortgagor(s) agree(s) 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 Seventy-two ($72.00) - - - - - - - - - - - - - - - - - - dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, 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;

FOURTH: This loan may be prepaid, in whole or in part, but when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said mortgagor(s) do(th) grant, convey and assign unto said Riverside Federal Savings and Loan Association, its successors and assigns, all of the lot(s) of ground situate and lying in Anne Arundel County - - - - - - - - - - - State of Maryland, and described as follows:

BEGINNING - for the same being all those lots or parcels of ground known and designated as Lots No.s 13-14-15 in Block 28, as shown on the Plat of Portworth, formerly known as Green Haven, Armiger Addition, which Plat is recorded in Anne Arundel County in Plat Book W. N. W. No. 3, folio 59, now Plat Book 4, Page 59.

Being the same property described in a deed of even date and recorded prior hereto among the Land Records of Anne Arundel County from Title Inc., a body corporate, to the mortgagors herein.

FILED

1963 JAN -8 AM 9:50

2

Together with the buildings and improvements thereon, and the rights, alleys, ways, waters, privileges, appurtenances, fixtures, accessories, oil burners, heating plant, bath room and lighting fixtures, screens, screen doors, storm doors and windows, gas and electric ranges, laundry equipment and tubs and all other advantages thereto belonging or in anywise appertaining.

To have and to hold the said lot(s) of ground, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns; subject to the payment of an annual ground rent of $120.00.

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(s) with the said **Riverside Federal Savings and Loan Association,** as follows:

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

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

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

IV. To pay all 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 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 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 interest thereon. Delinquent payments shall be subject to the same rate of interest.

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

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

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.

VIII. That this mortgage shall also secure future advances as provided by Chapter 178 of the Laws of the State of Maryland of 1955 or any amendment thereof.

IX. To be bound by the Constitution and By-Laws of the said Mortgagee.

X. To warrant specially said property and to execute such further assurances thereof as may be requisite.

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

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or J. Irvin McCourt, 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. The sale shall be made after giving twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City or County in which the land is situated. 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:

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

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

WITNESS:

Florus Barry
Florus Barry

William S. Ryder (SEAL)
William S. Ryder

(SEAL)

Helen F. Ryder (SEAL)
Helen F. Ryder

(SEAL)

LIBER 162 PAGE 505

BOOK 1411 PAGE 280

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 29th day of July

in the year one thousand nine hundred and sixty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared

William S. Ryder and Helen F. Ryder, his wife, the mortgagor(s)

named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the time also appeared John P. Galvin - ,

President of **Riverside Federal Savings and Loan Association,** a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of said mortgagee, duly authorized to make this affidavit.

As witness my hand and Notarial Seal.

Florus Barry
Florus Barry — Notary Public

Rec'd for record Aug 1, 1960 at 11:02 A.M.
Mailed to Galvin & McCourt

"PLAINTIFF'S EXHIBIT NO. 1"
Filed in Equity 15,369

SHORT ASSIGNMENT
OF MORTGAGE

FROM Riverside Federal Savings and Loan Association

TO J. Irvin McCourt

BLOCK

Received for Record 1963 JAN -8 AM 10:17 *o'clock* M. *Same day*
Recorded in Liber M.H.P. No. 1411 *Folio* 280 *etc., one of the*
Records of Baltimore City, and examined.
Per LOUIS N. PHILLIPS, CLERK
RECORDED IN LIBER EHP NO. 1411 FOLIO 280
AND RECORDS OF
ANNE ARUNDEL COUNTY
RECORD FOR RECORD IN

Clerk.

File No. 27249 E 96147

FOR VALUE RECEIVED, Riverside Federal Savings and Loan Association hereby assigns the within mortgage to J. Irvin McCourt, for purposes of foreclosure.

AS WITNESS, the corporate seal of said Association, a body corporate, and the signature of the President, duly attested, this 7th day of December, 1962.

Attest:
Dorothea B. Marling
Dorothea B. Marling

RIVERSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: John P. Galvin
John P. Galvin - President

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

LIBER 162 PAGE 506

J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association

vs.

William S. Ryder and Helen F. Ryder, his wife,

P. O. Box 182-D
Central Avenue
Pasadena, Maryland

IN THE

CIRCUIT COURT No. 2

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... **Folio** .....

Case No. 15,369

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Galvin, President of Riverside Federal Savings and Loan Association and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

RIVERSIDE FEDERAL SAVINGS AND LOAN Association

BY: John P. Galvin
Affiant.
John P. Galvin - President

Subscribed and sworn to before me this 27th day of December 1962.

Dorothea B. Marling
Notary Public

FILED

1963 JAN -8 AM 9:49

STATEMENT OF MORTGAGE CLAIM

LIBER 162 PAGE 507

J. Irvin McCourt, Assignee of
Riverside Federal Savings and Loan
Association

vs.

William S. Ryder and Helen F.
Ryder, his wife,

P. O. Box 182-D
Central Avenue
Pasadena, Maryland

DOCKET ..... FOLIO .....
CASE NO. 15,369
FILED .....

IN THE

CIRCUIT COURT ~~No. 2~~

—OF—

Anne Arundel County
~~BALTIMORE CITY~~

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association under mortgage from William S. Ryder and Helen F. Ryder, his wife, to Riverside Federal Savings and Loan Association, dated July 29, 1960 and recorded among the LandRecords of Anne Arundel County in Liber G.T.C. No. 1411, folio 277.

Original Amount of Loan	$ 10,000.00
Interest	75.00
	$ 10,075.00

RIVERSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: John P. Galvin
John P. Galvin - President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 27th day of December in the year nineteen hundred and sixty-two, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared John P. Galvin, President of Riverside Federal Savings and Loan Association

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

As witness my hand and Notarial Seal

Dorothea B. Marling
Notary Public.

FILED

1963 JAN -8 AM 9:49

7

CORRECTED

STATEMENT OF MORTGAGE CLAIM

LIBER 162 PAGE 508

J. Irvin McCourt, Assignee of Riverside Federal Savings & Loan Association

vs.

William S. Ryder and Helen F. Ryder, his wife,
P. O. Box 182-D, Central Ave.,
Pasadena, Maryland

IN THE

CIRCUIT COURT

— OF —

Anne Arundel County

EQUITY - 15369

STATEMENT OF MORTGAGE DEBT

(CORRECTED)

Statement of Mortgage Claim of J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association under mortgage from William S. Ryder and Helen F. Ryder, his wife, to Riverside Federal Savings & Loan Association, dated July 29, 1960 and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1411, folio 277.

Original amount of loan	$10,000.00
Cash	15.68
	$ 9,984.32

FILED

1965 MAR 22 AM 9:39

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 19th day of March in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Robert A. Williams, President of Riverside Federal Savings & Loan Association,

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

As witness my hand and Notarial Seal,

Florence Barry
Notary Public.

8

No. S 1502413

LIBER 162 PAGE 509

The Fidelity and Casualty Company of New York

No. 15,369 Equity

KNOW ALL MEN BY THESE PRESENTS: BOOK 13 PAGE 134

THAT WE, J. Irvin McCourt, Mercantile Trust 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 Ten Thousand & 00/100 ($10,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated this 13th day of April in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden J. Irvin McCourt as Assignee of Mortgage has been authorized to sell property known as lots 13, 14 and 15 Section 28 Central Avenue, High Point, Anne Arundel County, Maryland, mentioned in the proceedings in the case of

J. Irvin McCourt, Assignee of
Riverside Federal Savings & Loan Association

vs.

William S. Ryder and Helen F. Ryder, his wife

and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1411, Folio 277, now pending in the Circuit Court of Anne Arundel County:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN J. Irvin McCourt does and shall well and faithfully perform the trust reposed in him by any 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

Dorothea B. Marling

Dorothea B. Marling

J. Irvin McCourt (SEAL)
J. IRVIN McCOURT

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Frances B. Kahl
Frances B. Kahl

Albert R. Cable (SEAL)
Albert R. Cable, Attorney

Bond approved this 15th day of April 1965

Laura N. Phipps Clerk

FILED
1965 APR 15 PM 3:10

9.

J. IRVIN McCOUR[illegible] olicitor
815 Mercantile Trust Building
Baltimore 2, Md.

Assignee's Sale

SITUATE ON EAST SIDE CENTRAL AVENUE, NORTH OF DUVALL HIGHWAY, GREEN HAVEN, ARMIGER ADDITION 3RD ELECTION DISTRICT, ANNE ARUNDEL CO., MD.

Pursuant to a power and authority contained in a mortgage from William S. Ryder and Wife, to the Riverside Federal Savings and Loan Association (default having occurred thereunder) and being duly assigned to J. Irvin McCourt, the undersigned assignee, will sell at public auction, on the premises, on

MON., APRIL 19, 1965 AT 3:15 O'CLOCK P.M.

Being all those lots or parcels of ground known and designated as Lots Nos. 13-14-15 in Block 28, as shown on the Plat of Portworth, formerly known as Green Haven, Armiger Addition, which Plat is recorded in Anne Arundel County in Plat Book W.N.W. No. 3, Folio 59, now Plat Book 4, Page 59. Subject to annual ground rent of $120. Improved by FRAME BUNGALOW.

Terms of Sale: Cash. A cash deposit of $500 will be required of the purchaser at the time 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; ground rent, Metropolitan Sanitary District Liens and all other expenses to be adjusted to day of sale.

J. IRVN McCOURT,
Assignee
E. T. NEWELL & CO., Inc.
Auctioneers,
120-26 W. North Ave.,
Baltimore 1, Md. A-15

No. 10

OFFIC[illegible] OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 510

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 17, 1965

We hereby certify, that the annexed

Assignee's Sale

William S. Ryder

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 19th day of April, 1965. The first insertion being made the 25th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
5 APR 19 PM 2:19

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201 LIBER 162 PAGE 511

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert Williams, 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, Riverside Federal S. & L. Assn.,) 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.

Riverside Federal S/L Assn (SEAL)

per Robt A. Williams (SEAL)
Purchaser

Robert A. Williams

132 E. Fort Ave. - Baltimore, Md. 21230
Address

FILED

1965 APR 23 AM 9:22

Notary Public

John M. Miller, Jr.

//

LIBER 162 PAGE 512

J. Irvin McCourt, Assignee of Riverside Federal Savings & Loan Association	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY
vs.	:	EQUITY - 15369
William S. Ryder and Helen F. Ryder, his wife, P. O. Box 182-D, Central Ave., Pasadena, Maryland	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Irvin McCourt, Assignee in the above entitled cause, to make sale of leasehold mortgaged premises in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by 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 Assignee did pursuant to said notice on Monday, April 19, 1965, at 3:15 P. M. attend the premises and then and there sold at Public Auction for $7,000.00, the following described leasehold property to Riverside Federal Savings & Loan Association:

BEGINNING - for the same being all those lots or parcels of ground known and designated as Lots Nos. 13-14-15 in Block 28, as shown on the Plat of Portworth, formerly known as Green Haven, Armiger Addition, which Plat is recorded in Anne Arundel County in Plat Book W. N. W. No. 3, folio 59, now Plat Book 4, Page 59, subject to a $120.00 annual ground rent.

J. Irvin McCourt - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City of Baltimore aforesaid, personally appeared J. Irvin McCourt, Assignee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Florus Barry - Notary Public.

FILED

1965 APR 23 AM 9:22

12

ORDER NISI

LIBER 162 PAGE 513

J.Irvin McCourt, Assignee of
Riverside Federal Savings & Loan
Association
versus
William S. Ryder and
Helen F. Ryder, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. ~~15,369~~ Equity

Ordered, this 23rd day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by J.Irvin McCourt, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $7,000.00.

Louis N. Phipps Clerk.

True Copy,
J.Irvin McCourt, 815 Mercantile Trust
For the Maryland Gazette (Apr.29th Edition) Clerk.

(Final Order)

J.Irvin McCourt, Assignee of
Riverside Federal Savings & Loan
Association versus
William S. Ryder and
Helen F. Ryder, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of June, 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 JUN -2 PM 3:12

13

LIBER 162 PAGE 514

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,369 Equity

J. Irvin McCourt, Assignee of Riverside Federal Savings & Loan Association

versus

WILLIAM S. RYDER and HELEN F. RYDER, his wife

Ordered, this 23rd day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Irvin McCourt, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $7,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-20

1965 MAY 24 PM 2:01 FILED

No. M.G. 4422

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., May 24, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 15,369

William S. Ryder

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 June, 1965. The first insertion being made the 29th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildyhman

In the Case of

J. IRVIN McCOURT, ASSIGNEE OF
RIVERSIDE FEDERAL SAVINGS & LOAN ASSOC.

VS.

WILLIAM S. RYDER AND
HELEN F. RYDER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 15,369 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 JUN 15 AM 11:40 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of July, 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: A Jankowski, deputy

FILED
1965 JUL -1 PM 3:58

15

Dr. Mortgaged Real Estate of William S. Ryder and Helen F. Ryder, his wife

In Acct. with J. Irvin McCourt, Assignee

Cr.

By	Amount of sale as per Assignee's Report of Sale filed			7,000	00		
By	Interest 6% on deferred payment, $6,500.00 from 4/19/65 to 6/2/65			15	12		
						7,015	12
To	Assignee, for fee, viz	50	00				
To	Assignee, for commission, viz	240	00				
				290	00		
To	Assignee, for court costs, viz						
	Clerk, court costs	28	50				
	Clerk, recording short assignment	1	00				
	Auditor, this account	35	00				
				64	50		
To	Assignee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	91	12				
	Fidelity and Casualty Co. of New York, bond	40	00				
	E. T. Newell & Co., Inc., auctioneer's fee	25	00				
				156	12		
To	Riverside Federal Savings & Loan Assoc., mortgagee on account of mortgage claim filed	6,504	50				
				6,504	50		
						7,015	12
	Balance due on mortgage as per mortgage claim filed	9,984	32				
	Interest 6% on principal balance $10,000.00 from 3/20/65 to 6/30/65	166	33				
		10,150	65				
	Credit amount allowed above	6,504	50				
	This amount subject to decree in personam	3,646	15				

LIBER 162 PAGE 517

J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association, a body corporate, 132 E. Fort Ave., Baltimore 30, Md.	:	IN THE CIRCUIT COURT
	:	OF
vs.	:	ANNE ARUNDEL COUNTY
Charles A. Ryskewich and Iantha F. Ryskewich, his wife, 417 Creswell St., Baltimore 25, Md.	:	No. 16,655 Equity

Mr. Clerk:

Please docket the above entitled case and file the accompanying mortgage from Charles A. Ryskewich and Iantha F. Ryskewich, his wife, to Riverside Federal Savings & Loan Association, a body corporate, the same having been assigned to J. Irvin McCourt, dated December 23, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 721, folio 229, which mortgage was made to secure the repayment of the sum of $7500.00 and interest, and which mortgage is marked for identification "Plaintiff's Exhibit No. 1" and is in default.

J. Irvin McCourt
Attorney for Plaintiff

FILED

1964 SEP 30 AM 11:21

Mortgage - County

LIBER 731 PAGE 229

No. 16235 Equity

INSPECTED J. R. T. H. L. B. B.

LIBER 162 PAGE 518

This Mortgage, made this 23rd. day of December in the year one thousand nine hundred and fifty-two, between Charles A. Ryskewich and Iantha F. Ryskewich, his wife, of City of Baltimore, in the State of Maryland, Mortgagor(s), and **Riverside Federal Savings and Loan Association,** a body corporate, duly incorporated under the laws of the United States of America, Mortgagee.

Whereas the said Mortgagor(s) being members of the **Riverside Federal Savings and Loan Association,** have this day received an advance of

Seventy-five Hundred ($7500.00) - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Sixty-three and 29/100 ($63.29) - - - - - - - - - - -dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, 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;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said **Riverside Federal Savings and Loan Association,** its successors and assigns, all those lot(s) of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING, - for the same being known and designated as Lots 16,17, 88 and 89 in Section Q as shown on Plat of Arundel Gardens, recorded among the Land Records of Anne Arundel County and now filed in Plat 2, Rod D-9, folio 348, said lots having a frontage of 50 feet on Creswell Road and extending southerly of even width 200 feet to the north side of Holy Cross Ave. Improvements being known as No. 417 Creswell Road.

BEING same property described in deed of even date and recorded prior hereto among the Land Records of Anne Arundel County, from Wilson J. Gould and wife, et al, to the Mortgagors herein.

FILED

1964 SEP 30 AM 11:21

2

3

Together with the buildings and improvements thereupon, and the rights and alleys, ways, waters, privileges, appurtenances, fixtures, accessories, oil burner, heating plant and advantages thereto belonging or in anywise appertaining.

To have and to hold the said lot(s) of ground, with the improvements and appurtenances aforesaid, unto the said mortgagee, its successors and assigns; ~~subject to the payment of an annual ground rent of~~ 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(s) with the said **Riverside Federal Savings and Loan Association,** as follows:

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

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

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

IV. To pay all 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 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 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 this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

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

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

VIII. That this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of the State of Maryland of 1945 or any amendment thereof.

IX. To be bound by the Constitution and By-Laws of the said Mortgagee.

X. To warrant specially said property and to execute such further assurances thereof as may be requisite.

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 it shall be lawful for the said Mortgagee, its successors or assigns, or for J. Irvin McCourt, 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 Anne 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 $50 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 Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

WITNESS:

Dorothea B. Marling
Dorothea B. Marling

Charles A. Ryskewich (SEAL)
Charles A. Ryskewich

.....(SEAL)

Iantha F. Ryskewich (SEAL)
Iantha F. Ryskewich

.....(SEAL)

4

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 23rd day of December in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles A. Ryskewich and Iantha F. Ryskewich, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the time also appeared John P. Galvin, President of **Riverside Federal Savings and Loan Association**, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of said mortgagee, duly authorized to make this affidavit.

As witness my hand and Notarial Seal.

Dorothea B. Marling
Dorothea B. Marling Notary Public

Recorded- 30th December, 1952, at 9 A.M.

File in Equity 16,635

PLAINTIFF'S EXHIBIT NO. 1"

SHORT ASSIGNMENT
OF MORTGAGE

FROM

Riverside Federal Savings and Loan Association

TO

J. Irvin McCourt

BLOCK

Received for Record at ____ o'clock Mr. Sufie day

Recorded in Liber ____ No. ____

Folio ____ ex. one of the Records of Baltimore City and examined

Per ____ Clerk.

RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 SEP 30 AM 11:48
RECORDED IN LIBER LNR
731 FOLIO 232
LOUIS N. PHILLIPS, CLERK

531—6-63

FOR VALUE RECEIVED, Riverside Federal Savings and Loan Association hereby assigns the within mortgage to J. Irvin McCourt, for purposes of foreclosure.

AS WITNESS, the corporate seal of said Association, a body corporate, and the signature of the President, duly attested, this 28th day of September, 1964.

Attest: Wm J Seward
Wm. J. Seward - Secty.

RIVERSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: Robert A. Williams
Robert A. Williams - Pres.

I hereby certify that the property named in this deed has been transferred as provided by act 1920. [illegible] 1184-52

176261

STATEMENT OF MORTGAGE CLAIM

LIBER 162 PAGE 522

J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association

vs.

Charles A. Ryskewich and Iantha F. Ryskewich, his wife, 417 Creswell St., Baltimore 25, Md.

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~ Anne Arundel County

No. 16,635 Equity

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association under mortgage from Charles A. Ryskewich and Iantha F. Ryskewich, his wife, to Riverside Federal Savings and Loan Association, dated December 23, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 721, folio 229.

To Mortgage	$ 7500.00
By Cash	1642.18
	$ 5857.82
Interest	29.00
	$ 5886.82

RIVERSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Robert A. Williams
Robert A. Williams - President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 29th day of September in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, ~~in and for said City of Baltimore~~, personally appeared Robert A. Williams, President of Riverside Federal Savings and Loan Association,

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

FILED
1964 SEP 30 AM 11:21

As witness my hand and Notarial Seal,

Dorothea B. Marling
Notary Public.

Dorothea B. Marling

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

LIBER 162 PAGE 523

J. Irvin McCourt, Assignee of
Riverside Federal Savings and
Loan Association, a body corporate,
132 E. Fort Ave.,
Baltimore 30, Md.

vs.

Charles A. Ryskewich and
Iantha F. Ryskewich, his wife,
417 Creswell St.,
Baltimore 25, Md.

IN THE

CIRCUIT COURT [redacted]

OF

~~BALTIMORE CITY~~ [redacted]

Anne Arundel County

Docket ..... **Folio** .....

Case No. 16635 Equity D

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Robert A. Williams, President of Riverside Federal Savings and Loan Association

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

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

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

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

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

RIVERSIDE FEDERAL SAVINGS AND LOAN ASSOCIATION.

By: Robert A. Williams

Robert A. Williams *Affiant.*

Robert A. Williams - President

Subscribed and sworn to before me this 29th day of September 19 64

Dorothea B. Marling

Notary Public

Dorothea B. Marling

FILED

1964 SEP 30 AM 11:21

7

CORRECTED

STATEMENT OF MORTGAGE CLAIM

LIBER 162 PAGE 524

J. Irvin McCourt, Assignee of
Riverside Federal Savings & Loan
Association

vs.

Charles A. Ryskewich and
Iantha F. Ryskewich, his wife,
417 Creswell Street,
Baltimore 25, Md.

IN THE

CIRCUIT COURT [redacted]

— OF —

[redacted]
ANNE ARUNDEL COUNTY

EQUITY - 16635

STATEMENT OF MORTGAGE DEBT

(CORRECTED)

Statement of Mortgage Claim of J. Irvin McCourt, Assignee of Riverside Federal Savings and Loan Association under mortgage from Charles A. Ryskewich and Iantha F. Ryskewich, his wife, to Riverside Federal Savings and Loan Association, dated December 23, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 721, folio 229.

Original amount of mortgage	$7500.00
By Cash	1657.03
	$ 5842.97

FILED
1965 MAR 22 AM 9:39

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 19th day of March in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Robert A. Williams, President of Riverside Federal Savings & Loan Association,

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

As witness my hand and Notarial Seal,

Notary Public.

8

No. S1502414

The Fidelity and Casualty Company of New York

LIBER 162 PAGE 525

No. 16,635 Equity

KNOW ALL MEN BY THESE PRESENTS: BOOK 13 PAGE 135

THAT WE, J. Irvin McCourt, Mercantile Trust 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 Six Thousand & 00/100 ($6,000.00) 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 13th day of April in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden J. Irvin McCourt as Assignee of Mortgage has been authorized to sell property known as 417 Creswell Road, Anne Arundel County, Maryland mentioned in the proceedings in the case of

J. Irvin McCourt, Assignee of
Riverside Federal Savings & Loan Association

vs.

Charles A. Ryskewich and Iantha F. Ryskewich, his wife

and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 721, Folio 229, now pending in the Circuit Court of Anne Arundel County:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN J. Irvin McCourt does and shall well and faithfully perform the trust reposed in him by any 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

Dorothea B. Marling

Dorothea B. Marling

J. Irvin McCourt (SEAL)
J. IRVIN MCCOURT

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Albert R. Cable (SEAL)
Albert R. Cable, Attorney

Frances B. Kahl

Frances B. Kahl

Bond approved this 15th day of April, 1965
Louis N. Phipps, Clerk

FILED

1965 APR 15 PM 3:10

9

J. IRVIN McCOURT
Attorney
815 Mercantile Trust Bldg.

Assignee's Sale

FEE SIMPLE DWELLING PROPERTY

417 CRESWELL ROAD

Under and by virtue of the power of sale contained in a mortgage from Charles A. Ryskewich and wife to Riverside Federal Savings & Loan Association recorded among the land records of Anne Arundel County in Liber JHH 721-229, and being duly assigned to J. Irvin McCourt for purpose of foreclosure, the undersigned assignee will sell at Public Auction on the premises.

MON., APRIL 19, 1965 AT 2:30 O'CLOCK P.M.

Being known as Lots, 16, 17, 88 and 89 in Section Q, Plat of Arundel Gardens — Plat 2. Rod D-9, Folio 348. The lot fronts 50' on Creswell Road with depth of even width of 200' more or less in feel simple. Improvements known as 417 Creswell Road. Improved by a frame bungalow.

Terms of Sale: Cash. Deposit $750 at time of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County. Interest charged on balance of unpaid purchase money from date of sale to date of settlement. Taxes and all other expenses including Metropolitan Sanitary District charges, if any, adjusted to date of sale. Documentary Stamps and Anne Arundel Transfer Tax, if any, to be paid by purchaser.

J. IRVIN McCOURT,
Assignee

16 NE. T. NEWELL & CO., INC.,
JOHN M. MILLER, Jr.,
President
120-26 West North Avenue
PL. 2-3530

A-15

1663

LIBER 162 PAGE 526

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 16, 1965

We hereby certify, that the annexed

Assignee's Sale

Charles A. Ryskewich

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 25th day of March, 1965.

FILED

APR 19 PM 2:19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

LIBER 162 PAGE 527

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Wallace Reid, 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, _____,) 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.

_____(SEAL)

Wallace Reid (SEAL)

Purchaser

Wallace Reid

4705 Ritchie Highway, Baltimore, Md. 21225

Address

John M. Miller, Jr.

Notary ~~Public~~

FILED

1965 APR 21 AM 11:22

LIBER 162 PAGE 528

J. Irvin McCourt, Assignee of Riverside Federal Savings & Loan Association, a body corporate, 132 E. Fort Avenue, Baltimore 30, Md.

vs.

Charles A. Ryskewich and Iantha F. Ryskewich, his wife, 417 Creswell Street, Baltimore 25, Md.

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY

EQUITY - 16635

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE REPORT OF SALE of J. Irvin McCourt, Assignee in the above entitled cause, to make sale of fee-simple mortgaged premises in the proceedings in said cause mentioned respectfully shows that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale by 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 Assignee did pursuant to said notice on Monday, April 19, 1965 at 2:30 P. M. attend the premises and then and there sold at Public Auction for $8240.00, the following described fee-simple property to Wallace Reid:

BEGINNING - for the same being known and designated as Lots 16, 17, 88 and 89 in Section Q as shown on Plat of Arundel Gardens , recorded among the Land Records of Anne Arundel County and now filed in Plat 2, Rod D-9, folio 348, said lots having a frontage of 50 feet on Creswell Road and extending southerly of even width 200 feet to the north side of Holy Cross Ave. Improvements being known as No. 417 Creswell Road.

J. Irvin McCourt - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, 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 City of Baltimore aforesaid, personally appeared J. Irvin McCourt, Assignee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Florus Barry - Notary Public.

FILED

1965 APR 21 AM 11:22

ORDER NISI

LIBER 162 PAGE 529

J. Irvin McCourt, Assignee of Riverside Federal Savings & Loan Association, a body corporate

versus

Charles A. Ryskewich and Iantha F. Ryskewich, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,635 Equity

Ordered, this 21st day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Irvin McCourt, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $ 8240.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

J. Irvin McCourt, Atty.

For the Maryland Gazette (Apr. 29th Edition)

(Final Order)

J. Irvin McCourt, Assignee of Riverside Federal Savings & Loan Association, a body corporate

versus

Charles A. Ryskewich and Iantha F. Ryskewich, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of June, 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 JUN -2 PM 3:10

13

LIBER 162 PAGE 530

No. S1502416
Supplemental to Bond #S1502414

The Fidelity and Casualty Company of New York

LIBER 13 PAGE 141

No. 16,635 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, J. Irvin McCourt, Mercantile Trust 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 Two Thousand Three Hundred & 00/100 ($2,300.00) 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 13th day of April in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden J. Irvin McCourt as Assignee of Mortgage has been authorized to sell property known as 417 Creswell Road, Anne Arundel County, Maryland mentioned in the proceedings in the case of

J. Irvin McCourt, Assignee of
Riverside Federal Savings & Loan Association

vs.

Charles A. Ryskewich and Iantha F. Ryskewich,
his wife

and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 721, Folio 229, now pending in the Circuit Court of Anne Arundel County:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN J. Irvin McCourt does and shall well and faithfully perform the trust reposed in him by any 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

Dorothea B. Marling

Dorothea B. Marling

J. Irvin McCourt (SEAL)
J. Irvin McCourt

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

Frances B. Kahl

Frances B. Kahl

Albert R. Cable

Albert R. Cable, Attorney

additional 26 a
Bond approved this ___ day of April, 1965

Louis N. Phipps, Clerk

FILED

1965 APR 26 AM 9:30

14

LIBER 162 PAGE 531

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,635 Equity

J. Irving McCourt, Assignee of Riverside Federal Saving & Loan Association, a body corporate versus CHARLES A. RYSKEWICH and IANTHA F. RYSKEWICH, his wife

Ordered, this 21st day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Irvin McCourt, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $8240.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-20

1965 MAY 24 PM 1:59 FILED

15

No. M. G. 4412

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 24, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,635

Charles A. Ryskewich

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 Jusse, 1965. The first insertion being made the 29th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 162 PAGE 532

In the Case of

J. IRVIN McCOURT, ASSIGNEE

VS.

CHARLES A. RYSKEWICH AND

IANTHA F. RYSKEWICH, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,635 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 JUN 17 AM 11:17

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of July, 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: R. E. Watson, deputy

FILED
1965 JUL -6 AM 10: 15

16

17

Dr. Mortgaged Real Estate of Charles A. Ryskewich and Iantha F. Ryskewich, his wife

In Acct. with J. Irvin McCourt, Assignee

				Cr.			
By	Amount of sale as per Assignee's Report of Sale filed			8,240	00		
By	Interest 6% on deferred payment $7,490.00 from 4/19/65 to 6/10/65			63	67		
						8,303	67
To	Assignee for fee, viz	50	00				
To	Assignee for commission, viz	277	20				
				327	20		
To	Assignee for court costs, viz						
	Clerk, court costs	43	75				
	Auditor, this account	40	00				
				83	75		
To	Assignee for expenses, viz						
	Capital-Gazette Press, Inc. Advertising & Nisi - sale	74	52				
	Fidelity & Casualty Co. of New York -bond	33	00				
	E. T. Newell & Co., Inc., auctioneer's fee	266	00				
	Adjustment, taxes, from 1/1/65 to 4/19/65	44	84				
	Adjustment, sanitary charges from 1/1/65 to 4/19/65	20	64				
	Water charges	5	72				
				444	72		
To	Riverside Federal Savings & Loan Assoc., Mortgagee, in full on account of mortgage claim	5,842	97				
	Interest 6%, thereon from 3/20/65 to 7/1/65	97	64				
				5,940	61		
To	Charles A. Ryskewich, in full for 2nd Mortgage claim filed	1,284	00				
	Interest 6% on $1,200.00 from 5/7/65 to						

	7/1/65	11	25				
				1,295	25		
To	Lawrence J. Walter and Shirley M. Walter						
	his wife, excess	212	14				
				212	14		
						8,303	67

PETITION FOR FORECLOSURE

LIBER 162 PAGE 535

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

VS.

JAMES S. WALKER and EMMA L. WALKER, his wife

IN THE

CIRCUIT COURT

FOR ~~BALTIMORE COUNTY~~ ANNE ARUNDEL COUNTY

~~(In Law)~~ (In Equity)

No. 17,028 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 4th day of February A. D. 1965 the defendant executed and delivered to First Federal Savings and Loan Association of Brooklyn a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $ 13,250.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occurred in the performance of this Mortgage and in payment of the debt now due the Plaintiff and secured by the aforesaid Mortgage.

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

And as in duty, &c.

Harold M. Vick

Harold M. Vick
2 E. Lexington Street
Baltimore, Maryland 21202
Attorney for Plaintiff

FILED

1965 FEB 24 PM 12: 06

CITY OR COUNTY FEE OR LEASEHOLD FINANCING STATEMENT 57

BOOK 1729 PAGE 254

LIBER 162 PAGE 536

No. 17,028 Equity

This Mortgage, made this 4TH day of February

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

JAMES S. WALKER and EMMA L. WALKER, his wife of

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said Mortgagors

the sum of - -Thirteen Thousand, Two Hundred Fifty- - -($13,250.00)- dollars, which said sum the said Mortgagor agrees to repay to the Mortgagee, its successors and assigns, one (1) year after date with interest thereon from the date hereof at the rate of 6% per annum, payable monthly.

~~and the payments of principal and interest shall be made at the office of said Mortgagee and the said payments may be applied by the Mortgagee in the following order:~~

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said ~~twenty per cent will be charged as a consideration for the acceptance of such prepayment~~.

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

1455 47

BEING shown and designated as Lot No. 26, Block GGG, on a Plat entitled "Plat No. 7, Cape St. Claire" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, page 2.

BEING the same lot of ground and premises which by deed dated January 6, 1964 and recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by The Tidewater Holding Corporation unto the within-named Mortgagors.

2860

Plaintiff's Exh. No. 1

FILED

1965 FEB 24 PM 12:05

2

TOGETHER with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining, (including all plumbing, heating, gas and electrical fixtures), as well as the rents, income, issues and profits thereof, which rents, income, issues and profits, as well as the right to collect the same, are hereby specifically assigned unto the Mortgagee as additional security for the repayment of the loan hereby secured.

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

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee as follows:

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

II. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured; and the failure of the Mortgagor to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be s

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

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

VII. To pay a "late charge" not to exceed Four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half of the percentage allowed as commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, its said Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, interest, costs, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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

Witness the hand and seal of the said Mortgagor.

WITNESS:

James S. Walker (SEAL)
James S. Walker

Emma L. Walker (SEAL)
Emma L. Walker

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th 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 James S. Walker and Emma L. Walker, his wife and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared John B. Rowe, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Attorney of said body corporate and is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Doris E. Monnett
Notary Public

Rec'd for record Feb. 5 1964 at 11:30 A.M.

Mailed to Rowe, Rowe & Vicks

4

LIBER 162 PAGE 539

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

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

vs.

JAMES S. WALKER and EMMA L. WALKER, his wife

IN THE

CIRCUIT COURT ~~No. 2~~

OF

Anne Arundel County

~~BALTIMORE CITY~~

(In Equity)

No. 17,028 Eq.

Docket ..... **Folio** .....

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George G. Freyman, Executive Vice-President of First Federal Savings and Loan Assn. of Brooklyn and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

Affiant.

George G. Freyman, Executive Vice President, First Federal Savings & Loan Association of Brooklyn

Subscribed and sworn to before me this 19th day of February 19 65

Notary Public

Margy L. Humble

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

FILED

1965 FEB 24 PM 12: 06

STATEMENT OF MORTGAGE CLAIM

LIBER 162 PAGE 540

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

JAMES S. WALKER and EMMA L. WALKER, his wife

IN THE

CIRCUIT COURT ~~XXXXXX~~

for

~~XXXXX~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(In Equity)

No. 17,028 Equity

STATEMENT OF MORTGAGE DEBT

Property - Lot 26, Block GGG
Cape St. Clair, Annapolis

Original Loan	$13,250.00
Less Payments to Principal	N O N E
Accrued Interest to 2/28/65	128.25
SUB TOTAL	$13,378.25
Plus Overdrawn Expense Account	17.00
BALANCE DUE	$13,395.25

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 23rd 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 George G. Freyman, Executive Vice-President of First Federal Savings and Loan Association of Brooklyn the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1965 FEB 24 PM 12:05

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

As witness my hand and Notarial Seal,

Margy L Humble

Margy L. Humble -*Notary Public.*

7

LIBER 162 PAGE 541

DECREE FOR SALE OF MORTGAGE PREMISES

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

JAMES S. WALKER and EMMA L. WALKER, his wife

IN THE

CIRCUIT COURT No. 2

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 17,028 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 25th day of February, in the year nineteen hundred and sixty-five, by the Circuit Court for Anne Arundel Co. ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Harold M. Vick be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $14,000.00 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 notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as * of the time, place, manner and terms of sale, which shall be cash, deposit of $1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

* at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i)

FILED

1965 FEB 25 PM 2:47

D Brown Duckett

Judge

7

LIBER 162 PAGE 542

Trustee's Bond

1758

No. 17,028 Equity

KNOW ALL MEN BY THESE PRESENTS:

BOOK 13 PAGE 112

THAT WE HAROLD M. VICK,

2 East Lexington Street, Baltimore, Maryland 21202 as principal,

and INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOURTEEN THOUSAND AND 00/100---------($14,000.00)--- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 22nd day of March in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden HAROLD M. VICK by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee in / Foreclosure to sell Property situate at Lot 26, Block GGG Cape St. Clair, Annapolis, Maryland

mentioned in the proceedings in the case of The First Federal Savings and Loan Association of Brooklyn, Inc.

vs.

James S. Walker and Emma Walker, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN HAROLD M.VICK do 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

Louis J. Bogdanowicz

Harold M. Vick (SEAL)

HAROLD M. VICK (SEAL)

INSURANCE COMPANY OF NORTH AMERICA (SEAL)

BY: James S. Kreeger (SEAL)

James S. Kreeger
Attorney-in-Fact

State of Maryland, ~~Baltimore City~~ Anne Arundel County, *sct:*

KNOW ALL MEN BY THESE PRESENTS: That the INSURANCE COMPANY OF NORTH AMERICA a corporation of the State of Pennsylvania does hereby constitute and appoint James S. Kreeger its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said INSURANCE COMPANY OF NORTH AMERICA duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of March, 1965

INSURANCE COMPANY OF NORTH AMERICA

By: R.S.Gillespie, *Vice President*

ATTEST: Roy H. Bent

Roy H. Bent. *Assistant Secretary*

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

March 22nd, 1965

INSURANCE COMPANY OF NORTH AMERICA

Roy H. Bent *Assistant Secretary*

FILED
1965 MAR 24 AM 9:16

Bond approved this 24th day of March, 1965

Louis N. Phipps, Clerk

ROWE, ROWE & VICK
Attorneys
2 E. Lexington Street
Baltimore 2, Md.

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Known as Lot 26, Block GGG, Cape St. Claire, Annapolis, Maryland.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, No. 17028, the undersigned Trustee will sell at Public Auction, on the premises, on

FRI., MARCH 26, 1965 AT 3:30 P.M.

all that lot of ground and the improvements thereon, situate in Anne Arundel County, and described as follows:

BEING shown and designated as Lot No. 26, Block GGG, on a Plat entitled "Plat No. 7, Cape St. Claire" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, page 2.

The improvements consist of a frame rancher, five rooms and bath, cement basement, composition roof, dry wall, oil hot air heat.

TERMS OF SALE: Cash deposit $1,000.00 at time and place of sale balance upon ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest from day of sale to day of settlement. Taxes and all other charges to be adjusted to day of sale. Property transfer tax, if any to be borne by purchaser. Subject also to such covenants, conditions and restrictions of record, if any, as may affect said lot of ground.

HAROLD M. VICK,
Trustee

T.C.W. HOBBS,
Auctioneer

M-25

10
No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 543

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed

Trustee's Sale
Eq. 17,028
Lot 26, Block GGG,
Cape St. Claire

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

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1965 MAR 29 PM 1:15

Trustee's Sale Valuable Fee-Simple property known as Lot 26. Block G.G.G. Cape St. Claire Annapolis Md Decree in Equity #17028 Circuit Court for A.A. County Harold M. Dick Trustee

LIBER 162 PAGE 544

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

March 26th 1965

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 26th day of March, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared FIRST FEDERAL Savings & Loan Assn of Brooklyn First Federal Savings & Loan Assn, 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 known as Lot 26 Block G.G.G. Cape St. Claire Annapolis Md mentioned in the said Report of Sale.

$14,000.00 Selling Price

First Federal Savings (SEAL)
Purchaser

T. C. W. Hobbs
Notary Public

My commission expires June 3-1965

FILED

1965 APR -9 AM 10: 31

Merchandise
and
Furniture Sales

LExington 9-5930

Real Estate
and
Judicial Sales

T. C. W. HOBBS

Auctioneer and Appraiser

LIBER 162 PAGE 545

Terms Cash

Randallstown, Md. 21133, March 26, 1965.

Sold Harold M.Vick, Trustee, 2 E.Lexington St. Balto. 2, Md.

To sale of the fee-simple property known as Lot 26, Block GGG, Caps St Claire, Annapolis, Md. (decree of the Circuit Court for Anne Arundel County, in Equity No. 17028) sold at public auction to First Federal Savings & Loan Association, by Fred Pitt, Secretary, for the sum of $14,000.00. (of Brooklyn)

Commission	5%	on 1000.00	50.00	
	3%	" 2000.00	60.00	
	2½%	" 5000.00	125.00	
	2%	" 6000.00	120.00	355 00
Advertising "Sun" 3/21/65				11 20 ✓
			Total----	$ 366. 20

12

Trustees Sale Fee - Simple
Property known - Lot 26. Block G.G.
Cape St. Claire Annapolis Md.

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

LIBER 162 PAGE 546

TO WHOM IT MAY CONCERN:

Decree in Equity #17028 Cir. Court-for March 26-1965
A. A. Co. Md.

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.

Harold M. Vick
Trustee

(Signed) T. C. W. Hobbs
Auctioneer

Sold for $14,000.00

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 30th day of March, 1965.

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

Margy L. Humble
Notary Public

FILED
1965 APR -9 AM 10:31

13

/7628

REPORT OF SALE

LIBER 162 PAGE 547

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

JAMES S. WALKER and EMMA L. WALKER, his wife

DOCKET ..... FOLIO .....
CASE NO. .....
FILED .....

IN THE

CIRCUIT COURT ~~XXXXX~~
for
~~XXXXXX~~

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN Equity)

To The Honorable Judge of the
Circuit Court for Anne Arundel County ~~of Baltimore City~~:

The Report of Sale of Harold M. Vick

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

the fee simple property

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

the Maryland Gazette

Anne Arundel County
daily newspaper published in ~~XXXXXXXXXX~~ for more than three successive weeks preceding the day of sale, said Trustee Harold M. Vick did pursuant to said notice on Friday the 26th day of March 1965 at 3:30 o'clock p. M. attend on the premises and then and there sold unto First Federal Savings and Loan Association of Brooklyn, the property known as Lot 26, Block GGG, Cape St. Claire, Annapolis, Anne Arundel County, Maryland, the purchase price of said property being $14,000.00, in fee simple.

Harold M. Vick
Harold M. Vick, Trustee

FILED
1965 APR -9 AM 10:31

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 8th day of April 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

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

As witness my hand and Notarial Seal,

Mary L. Blundell
Notary Public.

14

ORDER NISI

LIBER 162 PAGE 548

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

JAMES S. WALKER and EMMA L. WALKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,028 Equity

Ordered, this 9th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May next.

The report states that the amount of sale was $14,000.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

For the Maryland Gazette (Apr. 15th Edition)

Harold M. Vick, Atty

(Final Order)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

JAMES S. WALKER and EMMA L. WALKER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of May, 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 MAY 20 PM 2:14

15

LIBER 162 PAGE 549

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,028 EQUITY

First Federal Savings and Loan Association of Brooklyn
versus
JAMES S. WALKER and
EMMA L. WALKER, his wife

Ordered, this 9th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Harold M. Vick, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May next.

The report states that the amount of sale was $14,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,028

Jamses S. Walker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of May, 1965. The first insertion being made the 15th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 MAY 19 PM 1:35

No. M. C. 4373

LIBER 162 PAGE 550

In the Case of

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF BROOKLYN

VS.

JAMES S. WALKER, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,028 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 JUN 17 AM 11:17

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of July, 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: R. E. Wayson, deputy

FILED

1965 JUL -6 AM 10:16

18

Dr. Mortgaged Real Estate of James S. Walker, and Emma L. Walker, his wife

In Acct. with Harold M. Vick, Trustee

				Cr.			
By	Amount of sale as per Trustee's Report						
	of Sale filed			14,000	00		
By	Interest 6% on deferred payment						
	$13,000.00 from 3/26/65 to 6/9/65			170	29		
						14,170	29
To	Trustee for fee, viz	100	00				
To	Trustee for commission, viz	450	00				
				550	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	72	76				
	Sunpapers - advertising - sale	11	20				
	Insurance Company of North America - bond	56	00				
	T. C. W. Hobbs, auctioneer's fee	355	00				
	Notary fees	2	00				
	½ Federal and State Revenue stamps	23	10				
	1964 taxes and interest	95	80				
	Adjustment, taxes from 1/1/65 to 3/26/65	38	24				
				654	10		
To	First Federal Savings & Loan Assoc. of						
	Brookly, Mortgagee on account of mortgage						
	claim filed	12,893	19				
				12,893	19		
						14,170	29
	Balance due on mortgage as per mortgage						
	claim filed	13,395	25				
	Interest 6% on principal balance						
	$13,267.00 from 3/1/65 to 6/30/65	265	34				

	13,660	59				
Credit amount allowed above	12,893	19				
This amount subject to decree in personam	767	40				

19

JOSEPHINE MANNS
1006 Rutland Avenue, Baltimore 5, Md.

JAMES ALBERT MANNS, JR.
1006 Rutland Avenue, Baltimore 5, Md.

ELEANOR PURCELL
2728 Beryl Avenue, Baltimore 5, Md.

CHARLES ERNEST MANNS
4718 Greenspring Avenue, Baltimore 15, Md.

VERNON MANNS
1006 Rutland Avenue, Baltimore 5, Md.

PAUL EUGENE MANNS
1006 Rutland Avenue, Baltimore 5, Md.

RUSSELL MANNS
1006 Rutland Avenue, Baltimore 5, Md.

JAMES GAITHER
Box 89, Route 1, Glen Burnie, Md.

GLADYS ELEANOR KEENE
7240 Furnace Branch Road, N.E.
Glen Burnie, Maryland

IDA ARBUTUS HOLLAND
Box 88A, Route 1, Glen Burnie, Md.

DOROTHY REBECCA WILLIAMS
Box 89, Route 1, Glen Burnie, Md.

VIRTIE REBECCA JOHNSON
Box 95, Route 1, Glen Burnie, Md.

JAMES ANDREW JOHNSON
1930 Saratoga Street, Baltimore 23, Md.

MARION IOLA KESS
Box 470, Pasadena, Maryland

CHRISTINE BOUYER
Box 312, Route 1, Glen Burnie, Md.

Plaintiffs

vs.

LEMUEL JOHNSON
Address unknown.

JAMES H. HALL
Address unknown.

UNKNOWN HEIRS, LEGATEES, DEVISEES, AND DISTRIBUTEES AT LAW OF LEMUEL JOHNSON AND JAMES H. HALL
Resident and Non-Resident of the State of Maryland.

Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN

EQUITY

CASE NO. 16,079

FILED

1964 JAN -7 AM 9:52

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Josephine Manns, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, Russell Manns, James Gaither, Gladys Eleanor Keene, Ida Arbutus Holland, Dorothy Rebecca Williams, Virtie Rebecca Johnson, James Andrew Johnson, Marion Iola Kess, and Christine Bouyer, Plaintiffs, by Harry M. Ashman and Paul J. Cockrell, Attorneys, respectfully represents:

1. That by Decree of Partition of this Honorable Court, dated May 27, 1912, passed in a cause entitled "Rebecca Hall and husband vs. Hezekiah Manns, et al." in Equity Case No. 3126, the parcel of land therein referred to as Lot No. 2, as shown on a Plat filed in said proceedings, containing 40 acres of land more or less, was allotted to the heirs at law and husband of Eleanor Manns, in fee simple and in severalty; and the parcel of land therein referred to as Lot No. 4, as shown on said Plat, containing 42½ acres of land more or less, was allotted to Lemuel Johnson in fee simple and in severalty. A certified copy of the Decree of Partition, Return of Commissioners and Plat is filed herewith as Exhibit No. 1.

2. That Eleanor Manns, nee Richards, married Hezekiah Manns. That the said Eleanor Manns departed this life on or about July 3, 1900 leaving surviving her as her only heirs at law, six children, namely: James Albert Manns (referred to in the aforesaid proceedings as Albert Manns), Elizabeth Gaither, Rebecca Manns, Lillie Manns, Grace Manns, and John Manns.

3. That Hezekiah Manns, the surviving husband of Eleanor Manns, died intestate on or about August 1931.

4. That James Albert Manns died intestate in Baltimore City on or about July 9, 1961, leaving surviving him as his only heirs at law, a widow, Josephine Manns, and six children, namely: James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, and Russell Manns, all of whom are now living.

5. That Elizabeth Gaither, nee Manns, died intestate about May 30, 1932 in Anne Arundel County, leaving surviving her as her only heirs at law, her husband, James Gaither, and three children, namely: Gladys Eleanor Keene, Ida Arbutus Holland and Dorothy Rebecca Williams, all of whom are now living.

6. That Rebecca Manns, also known as Virtie Rebecca Manns, married Charles H. Johnson and is now known as Virtie Rebecca Johnson and is now living.

7. That Lillie Manns, also known as Lillie Genevieve Manns, married James

James Andrew Johnson and died intestate in Anne Arundel County on or about April 4, 1957, leaving surviving her as her only heir at law, her husband, the said James Andrew Johnson; and leaving no child, children, or descendants of a deceased child surviving her. The said James Andrew Johnson is now living.

8. That Grace Manns, also known as Grace Lavinia Manns, married Richard Asbury Hall and died intestate in Anne Arundel County on or about September 1, 1937, leaving surviving her as her only heirs at law, her husband, the said Richard Asbury Hall and one child, Marion Iola Kess. The said Richard Asbury Hall died intestate in Anne Arundel County in the year 1961 without having remarried and leaving surviving him as his only heir at law, his daughter, the said Marion Iola Kess, who is now living.

9. That John Manns, also known as John Wesley Manns, died intestate in Anne Arundel County on or about August 19, 1941 leaving surviving him as his only heir at law, his widow, Christine Manns, and leaving no child, children, or descendants of a deceased child surviving him. The said Christine Manns subsequently married one Thomas Bouyer and is now known as Christine Bouyer and she is now living.

10. That the said Josephine Manns, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, Russell Manns, James Gaither, Gladys Eleanor Keene, Ida Arbutus Holland, Dorothy Rebecca Williams, Virtie Rebecca Johnson, James Andrew Johnson, Marion Iola Kess, and Christine Bouyer are all of the heirs at law of Eleanor Manns, now living, and the only parties entitled to any interest in Lot No. 2 referred to in "Paragraph 1" of this Bill of Complaint.

11. That the said Lemuel Johnson, to whom Lot No. 4 on the aforesaid Plat was allotted in accordance with the Decree of Partition referred to in "Paragraph 1" of this Bill of Complaint, had not been heard of nor from for many years prior to the aforesaid Decree of Partition, dated May 27 , 1912, nor any time subsequent thereto; and it is not known whether he is now living or dead, and if he is dead, whether or not he left a widow, children or descendants. That the said Lemuel Johnson was a great-uncle of the said Virtie Rebecca Johnson and a great-great-uncle of all of the other parties Plaintiff to these proceedings. That if he were now living he would be a very, very old man, well beyond the age of one's life expectancy.

12. That Lemuel Johnson had two sisters, namely: Rebecca Hall and Mary Elizabeth Richards. That Rebecca Hall departed this life on or about February 20, 1911 (prior to the Decree of Partition set forth in Paragraph 1 of this Bill of

Complaint), leaving a Last Will and Testament recorded in the office of the Register of Wills for Anne Arundel County in Wills Liber B.R.D. No. 1 folio 325, whereby she devised to her husband, therein referred to as James H. Hall, all of her property, real, personal and mixed, to be held and enjoyed by him free and clear of any debts that he may owe at the time of her death and with the right to the said James H. Hall to sell, convey or mortgage said property in any manner as he may deem to his best interest. A certified copy of said Last Will and Testament being filed herewith as Exhibit No. 2. That the said James H. Hall departed this life between the years 1914 and 1920 intestate in Anne Arundel County, leaving no child, children or descendants of a deceased child. It is not known whether he left any brothers, sisters or children and/or descendants of any deceased brothers or sisters surviving him.

13. Mary Elizabeth Richards died about April 26, 1882 leaving surviving her a daughter, Eleanor Manns and her husband, Hezekiah Manns, as her only heirs at law. That the above named Plaintiffs constitute all of the persons known to be the heirs at law of Eleanor Manns now living, and they, together with the heirs, devisees, legatees, or distributees of Lemuel Johnson, if any, are all and the only persons having any possible interest in Lot No. 4 referred to in Paragraph 1 of this Bill of Complaint, and that all of said parties Plaintiff are of legal age and sui juris.

14. That portions of Parcel No. 4 have been conveyed away by the heirs at law of Eleanor Manns. That the right, title and interest of the parties in and to a portion of the bed of Bayside Beach Road has been conveyed to the County Commissioners of Anne Arundel County. That the remaining acreage in Parcel No. 4 is approximately 26 acres less that portion that was in the bed of Bayside Beach Road that was conveyed to the County Commissioners of Anne Arundel County as aforesaid.

15. That the aforesaid real estate is not susceptible of partition in kind without material loss and injury to the parties entitled to any interest therein; and that it would be to the best interest and advantage of all parties concerned and especially the interest and benefit of the Plaintiffs herein, that said real estate be sold and the proceeds thereof divided among the parties entitled thereto according to their respective interests and estates therein. That the two parcels of land above referred to are contiguous and have been used for many years as one parcel. That it might be advantageous to the parties in interest that the parcels be offered for sale together.

WHEREFORE YOUR PETITIONERS PRAY:

1. That Lemuel Johnson be declared legally dead.

2. That this Court may determine who are the persons entitled to any

4

interest in said properties.

3. That a Decree be passed for the sale of said real estate and a Trustee be appointed to make such sale or sales.

4. That the proceeds of sale be distributed under the direction of this Court to the persons entitled thereto according to their respective interests.

5. That an Order of Publication be issued directed to the unknown heirs, devisees, legatees, and distributees of Lemuel Johnson and James H. Hall, resident or non-resident, notifying them of the subject matter of these proceedings, warning them to be and appear in person or by solicitor, on or before a set day to be named herein, to show cause, if any they may have, why the relief prayed for herein should not be granted.

6. And for such other and further relief as the matter of this Bill of Complaint may require.

Harry M. Ashman, Solicitor for Plaintiffs
1800 N. Charles Street
Baltimore, Maryland 21201
727-6565

Paul J. Cockrell, Solicitor for Plaintiffs
1516 N. Montford Avenue
Baltimore, Maryland 21213
EA 7-4717

For signatures and authorization of Plaintiffs, see attached sheets.

We, the undersigned, being owners of an undivided interest in the property located on Bayside Beach Road, Anne Arundel County, Maryland, acquired by us in the Partition Case of Rebecca Hall and husband vs. Hezekiah Manns, in the Circuit Court of Anne Arundel County, Equity Case No. 3126, do hereby authorize Harry M. Ashman to file on our behalf, a bill for the sale of the property in lieu of partition. We do hereby agree to pay a reasonable fee for such services and further agree to pay such a fee as the Court of Equity may allow for such services.

AS WITNESS our hands and seals this 10th day of November, 1963.

_____ (SEAL)
Josephine Manns

_____ (SEAL)
James Albert Manns, Jr.

_____ (SEAL)
Eleanor Purcell

_____ (SEAL)
Charles Ernest Manns

_____ (SEAL)
Vernon Manns

_____ (SEAL)
Paul Manns

_____ (SEAL)
Russell Manns

Gladys Eleanor Keene (SEAL) 5/30/63
Gladys Eleanor Keene

Ida Holland (SEAL) 5/30/63
Ida Arbutus Holland

Dorothy Rebecca Williams (SEAL) 5/30/63
Dorothy Rebecca Williams

Vertie Rebecca Johnson (SEAL) 5/30/63
Vertie Rebecca Johnson

James Andrew Johnson (SEAL) 6/10/63
James Andrew Johnson

Marion Iola Kess (SEAL) 6/10/63
Marion Iola Kess

Christine Bouyer (SEAL) 6/1/63
Christine Bouyer

James Smith (SEAL) 6/1/63

LIBER 162 PAGE 559

POWER OF ATTORNEY

We, the Undersigned, being Owners of a portion of an undivided interest in the property located on Bayside Beach Road, Anne Arundel County, Maryland, acquired by us in the partition case of Rebecca Hall and Husband (VS) Hezekiah Manns, in the Circuit Court of Anne Arundel County, Equity case No. 3126, do hereby authorize Attorney Paul J. Cockrell and The Law Firm of Cockrell and Hicks to file on our behalf, a Bill for the sale of the property in lieu of partition. We do hereby agree to pay a reasonable fee for such services and further agree to pay such a fee as the Court of Equity may allow for such services.

As Witness our Hands and Seals this 15TH day of NOVEMBER 1963.

Josephine Manns
JOSEPHINE MANNS

Eleanor Purcell
ELEANOR PURCELL

James Albert Manns
JAMES ALBERT MANNS

Charles Ernest Manns
CHARLES ERNEST MANNS

Paul Eugene Manns
PAUL MANNS

Russell Manns
RUSSELL MANNS

Vernon Manns

Exhibit No. 1

Rebecca Hall, et al

-vs-

Hezekiah Manns, et al.

(No. 3126 Equity.

)

(In the Circuit Court

for

) Anne Arundel County.

This cause being submitted for final decree the proceedings were read and considered.

It is thereupon this 27 day of May, in the year nineteen hundred and twelve, by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed, that the return of the Commissioners appointed to make partition of the real estate in these proceedings mentioned, and the partition thereof by them made, be and the same is hereby ratified and confirmed.

It is further adjudged, ordered and decreed as aforesaid, that the said James H. Hall, plaintiff, husband and sole devisee, under the last will and testament of Rebecca Hall, shall hold in fee simple in severalty, and not jointly or in common with the other parties to this suit, all that part of land in these proceedings mentioned, which is described and designated in the return of the aforesaid commissioners and the plat accompanying the same, as Lots Numbers 1 and 3. Lot No. 1 containing thirty-five acres of land and Lot No. 3 containing four and one-half acres of land.

And it is further adjudged, ordered and decreed, as aforesaid, that the heirs at law and husband of Eleanor Manns, defendants, shall hold in fee simple in severalty, and not jointly or in common with the other parties to this suit, all that part of the land in these proceedings mentioned, which is decribed and designated in the return of the aforesaid commissioners, and the plat accompanying the same as Lot No. 2, containing forty acres of land.

And it is further adjudged, ordered and decreed as afore-

Examiner's Exhibit No. 1
Hall et al vs Manns et al
Eq. No. 3126

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8

said, that Lemuel Johnson, defendant, shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all that part of said land, in these proceedings mentioned, which is designated and described in the return of the commissioners, and the plat accompanying the same as Lot No. 4, containing forty-two and one-half acres of land.

And it is further adjudged, ordered and decreed as aforesaid, that the costs of the aforesaid partition, and all other costs of this suit, be defrayed by the parties hereto, in proportion to their respective interests as established by the interlocutory decree heretofore passed in this cause.

Jas. P. Barker

Rebecca Hall, et al	(	No. 3126 Equity.
	)	
-vs-	(	In the Circuit Court
	)	for
Hezekiah Manns, et al.	(	Anne Arundel County.

TO THE HONORABLE, The Judges of said Court:

The Undersigned, Subscribers, Commissioners, appointed by a commission issued our of said Circuit Court in Equity, and which commission is hereto attached, do hereby certify, that after having taken the oath annexed to said commission for us to be taken, and given due notice of the time and place of our meeting, having also appointed J. Carson Boush, County Surveyor, to survey the property in these proceedings mentioned, we did in pursuant to said commission and notice meet on the lands therein mentioned on the 26th day of April, in the year nineteen hundred and twelve, and on that and the subsequent days did ride, walk over and examine said lands, and have caused the same to be surveyed, and have laid off and have valued and appraised the same at a total valuation of Twenty four hundred an forty $2440. Dollars, and we made partition of said estate among the heirs at law, as will appear by the plats and schedules hereto annexed, and we do further certify that theschedules hereto annexed and made a part of this return, contain a full and accurate description of the real estate, valued and appraised by us as aforesaid, and the valuation of each parcel thereof, and the particulars of the description and valuation of said property as divided by us, all of which proceedings and the schedule and the aforesaid commission and the return of J. Carson Boush, Surveyor, we close up under our hands and seals, this 17th day of May, in the year nineteen hundred and twelve.

Examiner's Exhibit No. 2
Walker et al v. Johnson et al.
Eq No 16079
J. L. S. Rowe L. Exam

Herbert Williams (SEAL)

R. W. Bottomley (SEAL)

H C Linstead (SEAL)

H. A. Bassford (SEAL)

J Carson Boush (SEAL)

COSTS OF COMMISSION.

Herbert Williams	2 days		$ 4.00
R. W. Bottomly	2 "		4.00
H. C. Linstead, Jr.	2 "		4.00
H. A. Bassford	2 "		4.00
J. Carson Boush	2 "		4.00
J. Carson Boush for survey and help in making the same.			40.00
			$60.00

The Commission aforesaid, return to your Honors the following partition and distribution of the property in these proceedings mentioned as follows:

To James H. Hall, husband and sole devisee under the last will and testament of Rebecca Hall, who departed this life during the pendency of these proceedings Lot No. 1 as shown on Surveyor's plat, containing thirty-five (35) Acres of land, valued at ..... $ 700.00

Also Lot No. 3 as shown on Surveyor's plat, containing four and one-half (4 1/2) Acres of land, valued at .... $ 90.00

To the heirs at law and husband of Eleanor Manns, Lot

No. 2 as shown on surveyor's plat containing forty (40)
Acres of land, valued at ..... $ 800.00

To Lemuel Johnson, Lot No. 4 as shown on Surveyor's
plat containing forty-two and one-half (42 1/2)
Acres of land, valued at ..... $ 850.00

Explanation for the Survey and Division of the Real Estate of Greenbury Johnson decd as surveyed and divided by the Commissioners appointed to divide and lay off the same.

1st

Beginning for the outlines of the whole tract it being composed of a part of the lands known as "Poplar Plains" and "Poplar Ridge" and contained within the following metes and bounds Courses and distances to wit

Beginning for the same at a stone planted, said stone being the original beginning of the 72 acre tract conveyed from Alex Randall and A. B. Wagner Trustees by deed dated Nov 1. 1865 and recorded in Liber J. N. G. 13. folio 527 and running from thence S 31½ E. 763 feet, thence N. 78½ E. 697 feet to a stone thence S. 6¾ E 961 feet to a stone thence S. 78 W. 1188 feet to a stone, thence S 80. W. 2244 feet thence N. 38¾ W. 1200 feet S. 86. W. 1100 feet thence N. 16 E. 49[illegible]

feet thence N. 82° W. 129 feet to a stone N. 47¾ E. 721.5 feet to a stone, thence S. 84¼ E. 2035 feet to the place of beginning Containing 122 acres of Land More or less.

Lot # 1

Beginning for the same at the end of the 5th line of the whole survey and running from thence N. 38¾ W. 1200 feet, thence S. 86° W. 1773 feet thence S. 23¼ E. 895 feet to intersect the 5th line thence with the said line S. 80° W. 1440 feet to the place of beginning Containing 35 acres of Land more or less.

Lot 2

Beginning for the same at the end of the 3rd line of Lot # 1 and running from thence N. 23¼ W. 895 feet, thence N. 77° E. 1570 feet, thence N. 78½ E. 492 feet to the west line of Lot # 3 thence with said line S. 6¾ E. 950 feet thence S. 79¾ W. 983 feet to a stone thence S. 80° W. 804 feet to the place of beginning Containing 40 acres of land more or less.

Lot #3

Beginning for the same at the end of the 2nd line of the whole Survey and running from thence and with the 3rd line S. 6¾° E. 961 feet to a stone, thence S. 79¾° W. 208 feet, thence N. 6¾° W. 950 feet, thence N. 78¼° E. 205 feet to the place of beginning, containing 4½ acres of land more or less, with a Right of way 50 feet wide running parallel to the 3rd line Lot #4

Beginning for the same at a stone at the end of the 9th line of the whole Survey and running from thence and with the 10th line N. 47¾° E. 721.5 feet, thence S. 84½° E. 2035 feet to a stone thence S. 31½° E. 713.5 feet, thence S. 77° W. 1570 feet, thence N. 15° W. 495 feet, thence N. 82° W. 1291 feet to the place of beginning containing 42½ acres of land more or less.

of Lots 3 & 4 until it intersects the County Road.

J Carson Boush
Surveyor to Commissioners
April 26 - 1912

REBECCA HALL, et al	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
HEXEKIAH MANNS, ET al	*	No. 3126 Equity

****

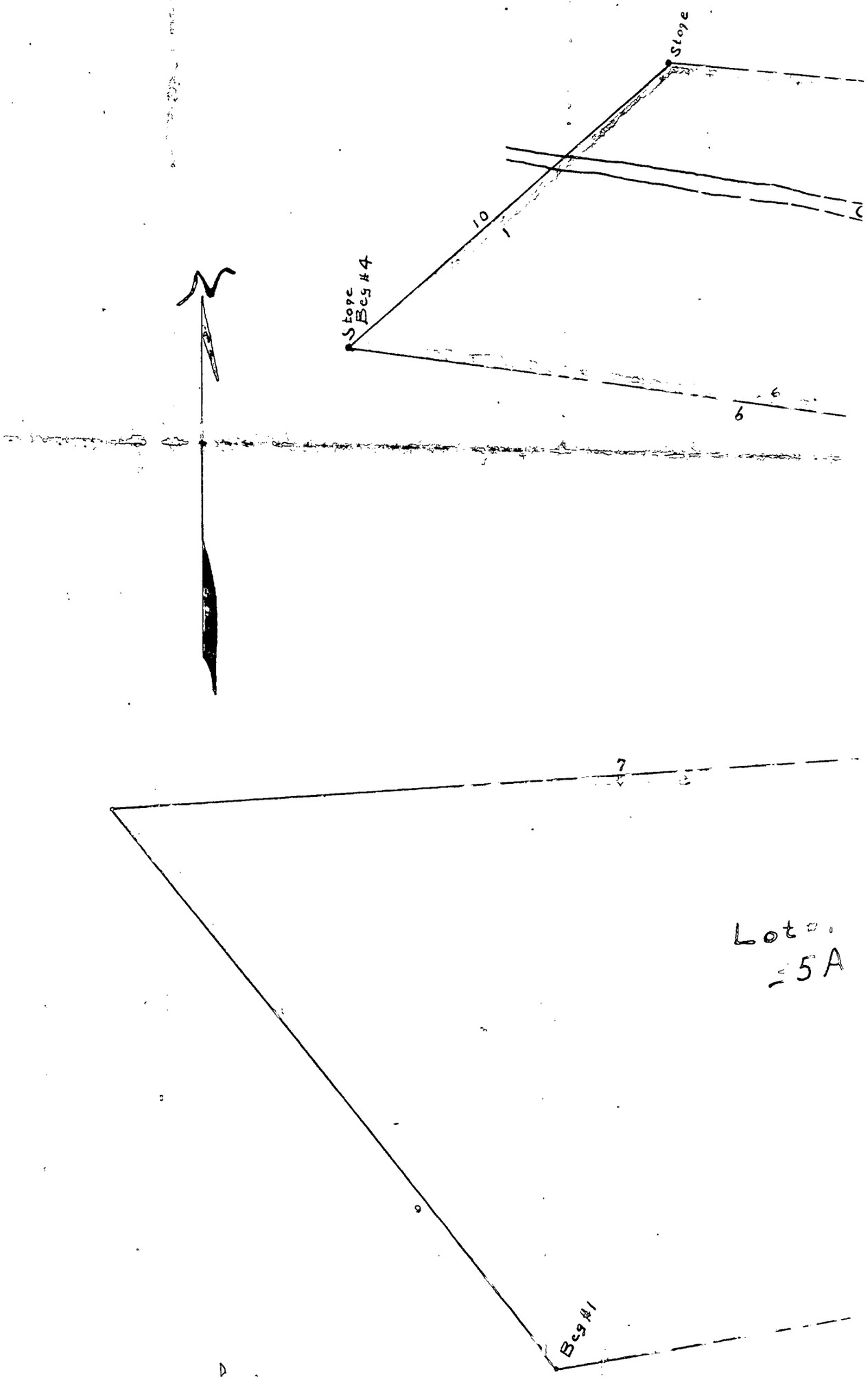
STATE OF MARYLAND, Anne Arundel County, Sct:

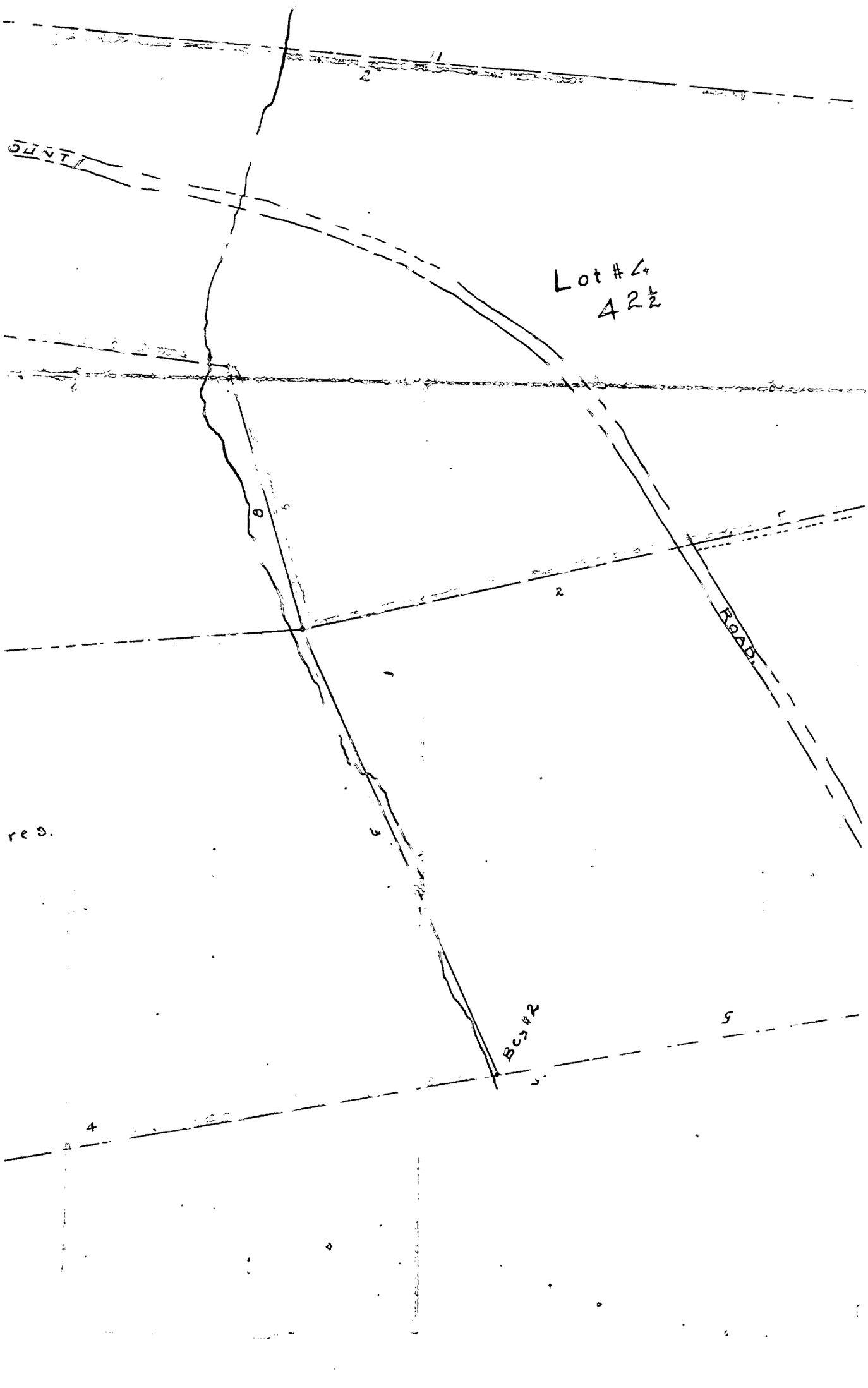
I HEREBY CERTIFY, That the aforegoing are true copies per Photographic reproduction of the Commissioners' Return, Survey & Plat, and Decree passed in the above entitled cause, No. 3126 Equity, in the Circuit Court for Anne Arundel County, Maryland.

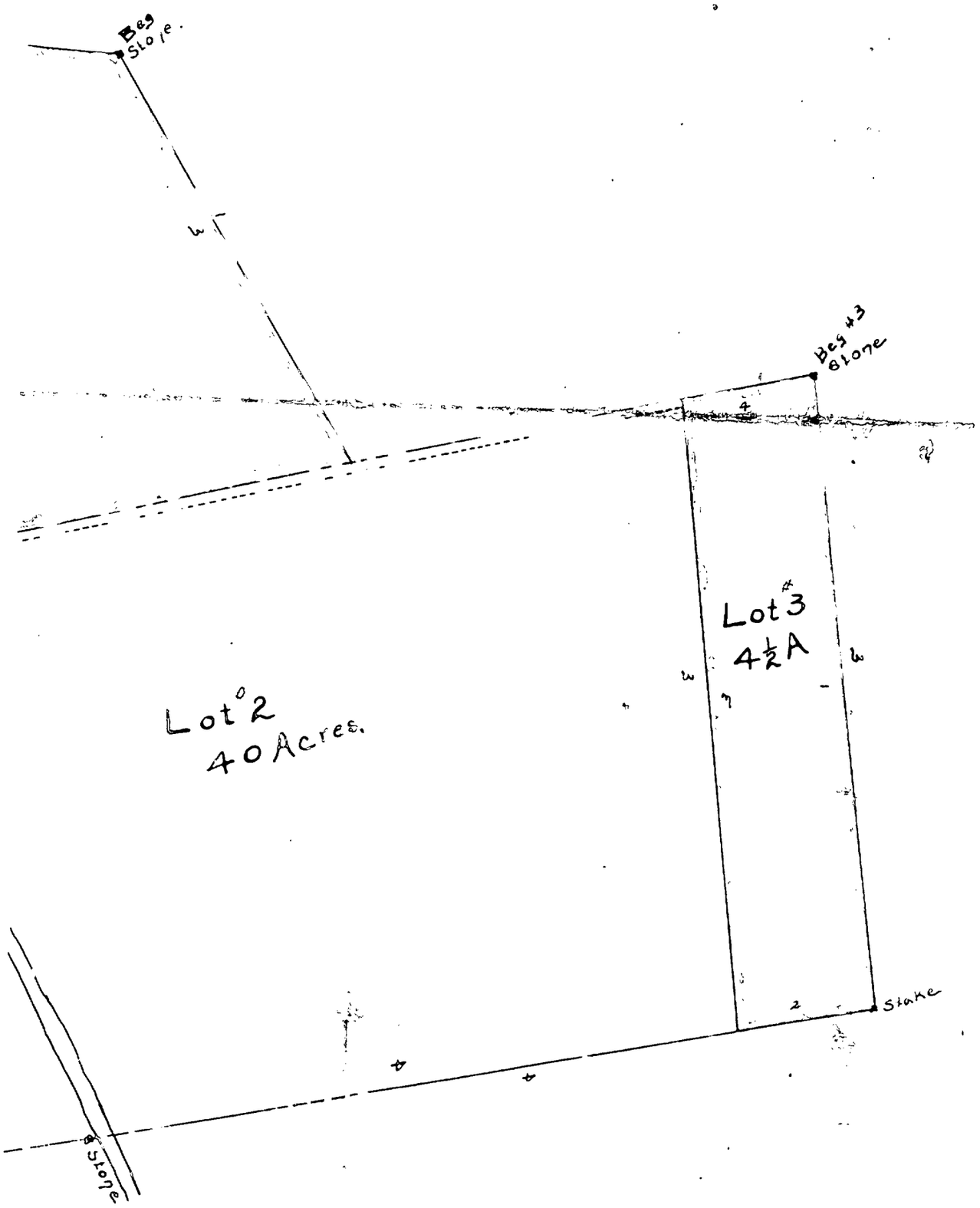
IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of December, 1963.

Louis N. Phipps

Louis N. Phipps, Clerk


Stope
10
1
Stope
Beg #4
6
6
7
Lot
5A
Beg #1


Lot # 4
42½
ROAD
Bcy #2
res.



Scale 1" = 200 April 1912

J. Carson Bond
C. A. Co. Surveyor.

Examiner's Exhibit No 3
Equity No 16,079

In the Name of God amen.

I Rebecca Hall of Anne Arundel County and State of Maryland, being of sound disposing mind memory and understanding do hereby make this my last will and testament, I give devise and bequeath unto my husband James H. Hall all my property real personal and mixed and wheresoever situate to be held and enjoyed by him free and clear of any debts he may owe at the time of my death with the right to the said James H. Hall to sell convey or mortgage said property in any manner he may deem to his best interest, it being my intention that my husband James H. Hall shall have and enjoy said property or the proceeds of the sale thereof free and clear of any debts he may owe or any judgment that may be against him at the time of my death.

In testimony whereof I hereunto set my hand and seal to this my last will and testament hereby revoking all other wills made by me, this 13 day of August AD 1910

S/ Rebecca her X mark Hall Seal

Signed, sealed, published and declared by the above named testatrix Rebecca Hall as and for last will and testament in the presence of us at her request and in her presence and in the presence of each other have hereunto subscribed our as witnesses hereto

S/ Columbus Kess
S/ Alexander Kess

Examiner's Exhibit No 4
[illegible] et al v. [illegible] et al Eq 16,079
20 [illegible] Exhibit No 2.

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Anne Arundel County, Ss.

LIBER 162 PAGE 573

On the 28th day of Feby 1911

came James I Hall

and made Oath in due form of law that he does not know of any Will or Codicil

of Rebecca Hall

late of said County, deceased, other than the above instrument of writing and that he received

the same from the deceased at time of execution of same and claimed the same in his possession until delivered to Reg of Wills for probate and that the deceased departed this life

on or about the 20th day of Feby, 1911

Sworn to in open Court.

TEST: O Ann B Duckett

Register of Wills for Anne Arundel County

Anne Arundel County, Ss.

On the 28th day of Feby 1911

came Columbus Kess and Alexander Kess the two

subscribing witnesses to the aforegoing last Will and Testament of Rebecca Hall

late of said County, deceased, and made Oath in

due form of law, that they did see the Testa trix

sign and seal this Will; that they 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 their apprehension, of sound and disposing mind, memory and understanding; and

that they together ~~with~~

subscribed their names as witnesses to this Will in her presence, at her

request and in the presence of each other

Sworn to in open Court.

TEST; O Ann B Duckett

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss.

On the day of 19

came

subscribing witnesses to the aforeging last Will and Testament of

late of said county, deceased, and made Oath in

due form of law, that h did see the Testa

sign and seal this Will; that h heard h publish, pronounce and declare the same

to be h last Will and Testament, that at the time of h so doing h

was, to the best of h apprehension, of sound and disposing mind, memory and understanding; and

that h together with

subscribed h name as witnesses to this Will in h presence at h

request and in the presence of each other.

Sworn to in open Court.

TEST:

Register of Wills for Anne Arundel County.

21

In the Orphans' Court of Anne Arundel County.

LIBER 162 PAGE 574

The Court after having carefully examined the above last Will and Testament of Rebecca Hall, late of ~~said~~ County, deceased, ~~together with the codicil thereunto attached~~ and also the ~~evidence adduced~~ as to its validity, orders and decrees this 28" day of Feby 1911, that the same be admitted in this Court as the true and genuine Last Will and Testament ~~and Codicil~~ of the said Rebecca Hall, deceased.

Henry A. Tydings C.O.
James Cusack A.J.
W. M. Abbott, A.J.

22

STATE OF MARYLAND

LIBER 162 PAGE 575

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 & Testament

of

Rebecca Hall *late of said County deceased* together with proof and probate *taken from* the original, which is filed, recorded in BRD 1, folio 325, 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 11" *day of* December *in the year of our Lord, nineteen hundred and* sixty-three

George M. Nutwell

Register of Wills for Anne Arundel County

22A

The Star

Harry M. Ashman, Solicitor
1800 N. Charles Street
Baltimore, Maryland 21201
Paul J. Cockrell, Solicitor
1516 N. Montford Avenue
Baltimore, Maryland 21213

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, CASE NO. 16,079.

JOSEPHINE MANNS, JAMES ALBERT MANNS, JR., ELEANOR PURCELL, CHARLES ERNEST MANNS, VERNON MANNS, PAUL EUGENE MANNS, RUSSELL MANNS, JAMES GAITHER, GLADYS ELEANOR KEENE, IDA ARBUTUS HOLLAND, DOROTHY REBECCA WILLIAMS, VIRTIE REBECCA JOHNSON, JAMES ANDREW JOHNSON, MARION IOLA KESS, and CHRISTINE BOUYER vs. LEMUEL JOHNSON, Address Unknown, JAMES H. HALL, Address Unknown, AND UNKNOWN HEIRS, LEGATEES, DEVISEES, AND DISTRIBUTEES AT LAW OF LEMUEL JOHNSON AND JAMES H. HALL, Resident and Non-Resident of the State of Maryland.

ORDER OF PUBLICATION

This is to give notice that on the 7th day of January, 1964, a Complaint was filed in the Circuit Court for Anne Arundel County in Equity against LEMUEL JOHNSON, JAMES H. HALL, and UNKNOWN HEIRS, LEGATEES, DEVISEES, and DISTRIBUTEES AT LAW OF LEMUEL JOHNSON and JAMES H. HALL.

The complaint alleges in substance that by Decree of this Court passed May 27, 1912-Rebecca Hall, et al. vs. Hezekiah Manns, et al., Equity Case No. 3126, Lot No. 2 on a Plat filed in said proceedings, containing 40 acres of land more or less, was allotted to the heirs at law and husband of Eleanor Manns in fee simple and in severalty; Lot No. 4 as shown on said Plat contained 42½ acres of land more or less and was allotted to Lemuel Johnson in fee simple and in severalty. That Eleanor Manns died about July 3, 1900 leaving surviving as her heirs at law, six children, James Albert Manns, Elizabeth Gaither, Rebecca Manns, Lillie Manns, Grace Manns, and John Manns. Hezekiah Manns, husband of Eleanor Manns, died about August 1931. James Albert Manns died intestate in Baltimore City about July 9, 1961 leaving surviving a widow, Josephine Manns and six children, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, and Russell Manns, all living. Elizabeth Gaither died intestate about May 30, 1932 leaving surviving her, her husband, James Gaither and three children, Gladys Eleanor Keene, Ida Arbutus Holland and Dorothy Rebecca Williams, all living. Rebecca Manns is now known as Virtie Rebecca Johnson and is living. That Lillie Manns, also known as Lillie Genevieve Manns, married James Andrew Johnson and died intestate in Anne Arundel County about April 4, 1957 leaving

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3

surviving her, her husband, James Andrew Johnson and no child, children or descendants of a deceased child. That Grace Manns, also known as Grace Lavinia Manns, married Richard Asbury Hall and died intestate in Anne Arundel County about September 1, 1937 leaving surviving a husband, Richard Asbury Hall and one child, Marion Iola Kess. Richard Asbury Hall died intestate in Anne Arundel County in 1961, a widower, leaving surviving a daughter, the said Marion Iola Kess as his only heir at law. John Manns, also known as John Wesley Manns, died intestate in Anne Arundel County about August 19, 1941 leaving surviving him his widow, Christine Manns, as his only heir at law and leaving no child, children or descendants of a deceased child surviving him. Christine Manns subsequently remarried and is now known as Christine Bouyer. That the heirs at law of Eleanor Manns living as of this date are Josephine Manns, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, Russell Manns, James Gaither, Gladys Eleanor Keene, Ida Arbutus Holland, Dorothy Rebecca Williams, Virtie Rebecca Johnson, James Andrew Johnson, Marion Iola Kess, and Christine Bouyer, and they are the only parties entitled to any interest in Lot No. 2 on the Plat referred to above.

Lemuel Johnson, to whom Lot No. 4 on said Plat was allotted in the aforesaid Decree of Partition had not been heard of or from for many years prior to the Decree of Partition of May 27, 1912, nor any time subsequent thereto, and it is not known whether he is now living or dead and if he is dead, whether or not he left a widow, children or descendants.

That Lemuel Johnson was a great-uncle of Virtie Rebecca Johnson and a great-great-uncle of all the other parties Plaintiff to these said proceedings. If he were now living, he would be a very, very old man, well beyond the age of one's life expectancy.

Lemuel Johnson had two sisters, Rebecca Hall and Mary Elizabeth Richards. Rebecca Hall died about February 20, 1911 (prior to the Decree of Partition referred to above) leaving a Last Will and Testament recorded in the Office of the Register of Wills in Anne Arundel County in Wills Liber B.R.D. No. 1 folio 325 whereby she devised all of her property, real, personal and mixed, to her husband, James H. Hall, with powers as therein set forth. That James H. Hall died between the years 1914 and 1920 intestate in Anne Arundel County leaving no child, children or descendants surviving him. It is not known whether he left any brothers, sisters or children and/or descendants of a deceased child. That the said Mary Elizabeth Richards died about April 26, 1882 leaving

surviving her a daughter, Eleanor Manns and her husband, Hezekiah Manns, as her only heirs at law.

That the above named Plaintiffs are all and the only heirs at law of Eleanor Manns now living and together with the heirs, devisees, legatees or distributees of Lemuel Johnson, if any, are all and the only persons having any possible interest in the said Lot No. 4. The plaintiffs are all of legal age and sui juris.

That portions of Parcel No. 4 have been conveyed away by said heirs of Eleanor Manns and the interest of the parties hereto in a part of the bed of Bayside Beach Road has been conveyed to the County Commissioners of Anne Arundel County. The remaining acreage in the two parcels has been reduced by such conveyances.

That said real estate is not susceptible to partition in kind without loss or injury to the parties entitled thereto and it would be to the best interest and advantage of all said parties that said real estate be sold and the proceeds thereof be divided among the parties entitled, according to their respective interests and estates.

The relief prayed for in the Bill of Complaint is substantially as follows: That Lemuel Johnson be declared legally dead. That the Court determine who are the parties having any interest in said properties. That the real estate be sold and a Trustee be appointed to sell same. That the proceeds of sale be distributed to the parties entitled thereto.

It is, therefore, this 7th day of January, 1964 ordered by the Circuit Court for Anne Arundel County, that the Plaintiffs, by causing a copy of this Order to be inserted in some weekly newspaper published in Anne Arundel County, Maryland, once a week for each of four successive weeks on or before the 17th day of ~~January~~ February, 1964, giving notice to the resident and non-resident unknown persons, heirs, legatees, devisees, or distributees defendants named above, of the object and substance of this Bill of Complaint, warning them to appear in this Court in person or by solicitor on or before the 22nd day of March, 1964, to show cause, if any, why the Decree should not be passed as prayed.

Louis N. Phipps

Louis N. Phipps, Clerk

LIBER 162 PAGE 579

OFFICE OF

THE STAR

GLEN BURNIE, MD., February 6, 1964

THIS IS TO CERTIFY, that the annexed advertisement of
Order of Publication

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 17th day of February 19 64, that is to say the same was inserted in the issues of January 16, 23, 30, and February 6, 1964

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED

1964 FEB -7 AM 9:45

Harry M. Ashman, Solicitor
1800 N. Charles Street
Baltimore, Maryland 21201
Paul J. Cockrell, Solicitor
1516 N. Montford Avenue
Baltimore, Maryland 21213

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, CASE NO. 16,079.

Josephine Manns, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, Russell Manns, James Gaither, Gladys Eleanor Keene, Ida Arbutus Holland, Dorothy Rebecca Williams, Virtie Rebecca Johnson, James Andrew Johnson, Marion Iola Kess, and Christine Bouyer vs. Lemuel Johnson, Address Unknown, James H. Hall, Address Unknown, and unknown heirs, legatees, devisees, and distributees at law of Lemuel Johnson and James H. Hall, Resident and Non-Resident of the State of Maryland.

ORDER OF PUBLICATION

This is to give notice that on the 7th day of December, 1963, a Complaint was filed in the Circuit Court for Anne Arundel County in Equity against Lemuel Johnson, James H. Hall, and unknown heirs, legatees, devisees, and distributees at law of Lemuuel Johnson and James H. Hall.

The complaint alleges in substance that by Decree of this Court passed May 27, 1912-Rebecca Hall, et al. vs. Hezekiah Manns, et al., Equity Case No. 3126, Lot No. 2 on a Plat filed in said proceedings, containing 40 acres of land more or less, was allotted to the heirs at law and husband of Eleanor Manns in fee simple and in severalty; Lot No. 4 as shown on said Plat contained 42 1/2 acres of land more or less and was allotted to Lemuel Johnson in fee simple and in severalty. That Eleanor Manns died about July 3, 1900 leaving surviving as her heirs at law, six children, James Albert Manns, Elizabeth Gaither, Rebecca Manns, Lillie Manns, Grace Manns, and John Manns. Hezekiah Manns, husband of Eleanor Manns, died about August 1931. James Albert Manns died intestate in Baltimore City about July 9, 1961 leaving surviving a widow, Josephine Manns and six children, James Albert Manns Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns, and Russell Manns, all living. Elizabeth Gaither died intestate about May 30, 1932 leaving surviving her,. her husband, James Gaither and three children, Gladys Eleanor Keene, Ida Arbutus Holland and Dorothy Rebecca Williams, all living. Rebecca Manns is now known as Virtie Rebecca Johnson and is living. That Lillie Manns, also known as Lillie Genevieve Manns, married James Andrew Johnson and died intestate in Anne Arundel County about April 4, 1957 leaving surviving her, her husband, James Andrew Johnson and no child, children or descendants of a deceased child. That Grace Manns, also known as Grace Lavinia Manns, married Richard Asbury Hall and died intestate in Anne Arundel County about September 1, 1937 leaving surviving a husband, Richard Asbury Hall and one child, Marion Iola Kess. Richard Asbury Hall died intestate in Anne Arungene Manns, Russell Manns, James Gaither, Gladys Eleanor Keene, Ida Arbutus Holland, Dorothy Rebecca Williams, Virtie Rebecca Johnson, James Andrew Johnson, Marion Iola Kess, and Christine Bouyer, and they are the only parties entitled to any interest in Lot No. 2 on the Plat referred to above.

Lemuel Johnson, to whom Lot No.4 on said Plat was allotted in the aforesaid Decree of Partition had not been heard of or from for many years prior to the Decree of Partition of May 27, 1912, nor any time subsequent thereto, and it is not known whether he is now living or dead and if he is dead, whether or not he left a widow, children or descendants.

That Lemuel Johnson was a great-uncle of Virtie Rebecca Johnson and a great-great-uncle of all the other parties Plantiff to these said proceedings. If he were now living, he would be a very, very old man, well beyond the age of one's life expectaney.

Lemuel Johnson had two sisters, Rebecca Hall and Mary Elizabeth Richards. Rebecca Hall died about February 20, 1911 (prior to the Decree of Partition referred to above) leaving a Last Will and Testament recorded in the Office of the Register of Wills in Anne Arundel County in Wills Liber B.R.D. No. 1 folio 325 whereby she devised all of her property, real, personal and mixed, to her husband, James H. Hall, with powers as therein set forth. That James H. Hall died between the years 1914 and 1920 intestate in Anne Arundel County leaving no child, children or deseendants surviving him. It is not known whether he left any brothers, sisters or children and/or descendants of a deceased child. That the said Mary Elizabeth Richards died about April 26, 1882 leaving surviving her a daughter, Eleanor Manns and her husband, Hezekiah Manns, as her only heirs at law.

That the above named Plaintiffs are all and the only heirs at law of Eleanor Manns now living and together with the heirs, devisees, legatees or distributees of Lemuel Johnson, if any, are all and the only persons having any possible interest in the said Lot No. 4. The plaintiffs are all of legal age and sui juris.

That portions of Parcel No. 4 have been conveyed away by said heirs of Eleanor Manns and the interest of the parties hereto in a part of the hed of Bayside Beach Road has been conveyed to the County Commissioners of Anne Arundel County. The remaining acreage in the two parcels has heen reduced by such conveyances.

That said real estate is not susceptible of partition in kind without loss or injury to the parties entitled thereto and it would be to the best interest and advantage of all said parties that said real estate be sold and the proceeds thereof be divided among the parties entitled, according to their respective interests and estates.

The relief prayed for in the Bill of Complaint is substantially as follows: That Lemuel Johnson be declared legally dead. That the Court determine who are the parties having any interest in said properties. That the real estate be sold and a Trustee be appointed to sell same. That the proceeds of sale be distributed to the parties entitled thereto.

cause, if any, why the Decree should not be passed as prayed.

Louis N. Phipps, Clerk
TRUE COPY,
TEST: Louis N. Phipps
Clerk

Feb. 6

del County in 1961, a widower, leaving surviving a daughter, the said Marion Iola Kess as his only heir at law. John Manns, also known as John Wesley Manns, died intestate in Anne Arundel County about August 19, 1941 leaving surviving him his widow, Christine Manns, as his only heir at law and leaving no child, children or descendants of a deceased child surviving him. Christine Manns subsequently remarried and is now known as Christine Bouyer. That the heirs at law of Eleanor Manns living as of this date are Josephine Manns, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eu-

It is, therefore, this 7th day of January, 1964 ordered by the Circuit Court for Anne Arundel County, that the Plaintiffs, by causing a copy of this Order to be inserted in some weekly newspaper published in Anne Arundel County, Maryland, once a week for each of four successive weeks on or before the 17th day of Fehruary, 1964, giving notice to the resident and non-resident unknown persons, heirs, legatees, devisees, or distributees defendants named above, of the object and substance of this Bill of Complaint, warning them to appear in this Court in person or by solicitor on or before the 20th day of March, 1964, to show

LIBER 1652 PAGE 582

JOSEPHINE MANNS, et al.	:	IN THE
vs.	:	CIRCUIT COURT
LEMUEL JOHNSON, et al.	:	FOR
	:	ANNE ARUNDEL COUNTY In Equity
	:	Case No. 16,079
	:	

PETITION

The Petition of Katherine Korbien, Irene Korbien and Nancy C. Hubble by Philip H. Goodman, their attorney, respectfully says:

1. That on or about December 7, 1963, a Bill of Complaint was filed in this Honorable Court for the purpose of determining the ownership of the various parcels of land located in Anne Arundel County, Maryland.

2. The various persons, who are owners of outstanding interests in the parcels of land which are subject to these proceedings, have by a Contract of Sale dated June 27, 1962 sold all of the rights, title and interest to the Chesapeake Bay Land Company; a photostatic copy of said Contract of Sale being filed herewith, made a part hereto, and marked Petitioners' Exhibit No. 1.

3. That the Chesapeake Bay Land Company, a Maryland Corporation, by a contract of Sale dated June 27, 1962 sold all of their right, title and interest in said parcels of land described in Petitioners' Exhibit 1, unto Katherine Korbien, Irene Korbien and Nancy C. Hubble, a protostatic copy of said Contract of Sale being filed herewith, made part hereof and marked Petitioners' Exhibit Number 2.

4. Your Petitioners are also anxious to determine title to the lots of ground mentioned in the Petition heretofore filed and set forth in Petitioners' Exhibit No. 1 and

27

Exhibit No. 2 so that title could be made free and clear for the purpose of consummating the Contracts of Sale, hereinbefore mentioned.

5. That your Petitioners realize that the parcels of land cannot be divided in kind; that in the event of a sale they would receive their equitable portion of the purchase price in accordance with their interest as determined by this Honorable Court; that this Court should determine the interest of any and all other persons to said parcels of land.

6. That in the event this Honorable Court passes a decree for the sale of said real estate, your Petitioners believe that Philip H. Goodman, their attorney, should be appointed Trustee or Co-Trustee in this matter.

TO THE END THEREFORE:

(A) That your Petitioners be declared equitable owners of said land, to the extent of their Contract of Sale.

(B) And for such other and further relief as the nature of their case may be necessary.

Philip H. Goodman, Attorney for
Katherine Korbien, Irene Korbien
and Nancy C. Hubble, Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, this 17th day of March, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Philip H. Goodman, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

Notary Public.

LIBER 162 PAGE 584

I hereby certify that a copy of aforegoing Petition was mailed to Harry M. Ashman, Esq., 1800 N. Charles Street, Baltimore 1, Maryland, this 19th day of March, 1964.

Philip H. Goodman

Ex I

LIBER 162 PAGE 585

This Agreement of Sale, made this 27th day of June

nineteen hundred and sixty-two, between the parties enumerated on the addenda which is attached hereto and made a part hereof

Seller, and

The Chesapeake Bay Land Company

, 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 the 3rd election district of Anne Arundel County known as lots 2 and 4 as mentioned and described in Equity No.3126 entitled Rebecca Hall vs Hezekiah Manns except that part of lot 4 which was subsequently specifically deeded away by the abovementioned parties and which was recorded in the land records of Anne Arundel County, to wit: Deed on October 1, 1919 to Fredrick White and Mary Elizabeth White, his wife, as tenants by the entirieties, in fee simple absolute, consisting of 2.52 acres and recorded in the records WNW 36/66; Deed on October 1, 1919 to Robert Green and Annie Green, his wife, as tenants by the entirieties, in fee simple absolute, consisting of 3.34 acres and recorded in the re- feet of road from Deed on April 21, 1926 to Lillie Manns Johnson and Andrew Johnson, her husband, the entirieties, consisting of 3.25 acres, and recorded in

at and for the price of twenty-eight thousand, five hundred with at least fifteen-hundred (1500)

Dollars ($ 28,500.00)

of which five hundred dollars Dollars ($ 500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

nine-thousand and five-hundred dollars ($9,500.00) in cash at settlement within seven months of the above date. Sellers to take back an eighteen-thousand, five hundred dollars ($18,500.00) first trust payable one-thousand, eight-hundred and fifty dollars ($1,850.00) per year in semi-annual payments in advance of nine-hundred and twenty-five dollars ($925.00) plus 3% of the unpaid balance with each payment for a total of 6% interest per year. Sellers agree to furnish a good and marketable title to said land and will pay one half (½) of the surveying cost up to a maximum of one-hundred and fifty dollars ($150.00.)

Examiner's Exhibit No. 6
Thomas et al v Johnson et al
Eq. 16,079
Jas. L. Lee

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 subdivision in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from accidental fire or other insurable casualty until legal title has passed or possession given; it is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps, required by law, and transfer tax, where required by law, shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Greater Baltimore, to L. L. HUBBLE AND COMPANY, Incorporated

Witness the hands and seals of the parties hereto the day and year first above written.

WITNESS — AS TO SELLER'S SIGNATURE	The Chesapeake Bay Land Company (SEAL)
WITNESS — AS TO SELLER'S SIGNATURE	By: Philip Edmondson (SEAL)
WITNESS — AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE (SEAL)
WITNESS — AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE (SEAL)

WITNESS, the hands and seals, the sellers hereto:

Witness	James Albert Manns (seal)
Witness	Josephine Manns (seal)
Witness	Rebecca Johnson (seal)
Witness	Charles H. Johnson (seal)
Witness	James Gaither (seal)
Witness	Gladys Keene (seal)
Witness	Benjamin Keene (seal)
Witness	Ida Holland (seal)
Witness	Arthur Holland (seal)
Witness	Dorothy Williams (seal)
Witness	Edward Williams (seal)
Witness	Andrew Johnson (seal)
Witness	Richard Hall (seal)
	Mrs Mamie Kess (seal)
Witness	Christine Bouyer (seal)
Witness	Thomas Bouyer (seal)
Witness	Hezekiah Manns (seal)

Standard Contract of Sale

LIBER 162 PAGE 587

R.E.B. No. 1
As Amended 1/14/60.

Approved by Real Estate Board of Greater Baltimore

L. L. HUBBLE AND COMPANY, INCORPORATED
1300 SAINT PAUL STREET -:- BALTIMORE 2, MARYLAND
VERNON 7-4545

Ex II

This Agreement of Sale, made this ~~25~~ 27th day of z June

nineteen hundred and sixty-two, between

The Chesapeake Bay Land Company, a Maryland Corporation Seller, and

Katharine Korbien and Irene Korbien and Nancy C. Hubble, 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 the 3rd election district of Anne Arundel County known as lots 2 and 4 as mentioned and described in Equity No. 3126 entitled Rebecca Hall vs Hezekiah Manns except that part of lot 4 which was subsequently specifically deeded away which was recorded in the land records of Anne Arundel County, to wit: Deed on October 1, 1919 yo Fredrick White and Mary Elizabeth White, his wife, as tenants by the entirieties, in fee simple absolute, consisting of 2.52 acres and recorded in the records WNW 36/66; Deed october 1, 1919 to Robert Green and Annie Green, his wife, as tenants by the entirities, in fee simple absolute, consisting of 3.34 acres and recorded in the records WNW 36/69; Deed on April 21, 1926 to Lillie Manns Johnson and Andrew Johnson, her jusband, in fee simple absolute, as tenants by the entirieties, consisting of 3,25 acres, and recorded in the records WMB 22/280, the balance being at least fifty seven (57) acres with at least two thousand (2,000) feet of road frontage on Bayside Beach Road.

at and for the price of ~~[illegible]~~ Thirty-one thousand, three hundred and fifty dollars Dollars ($31,350.00)

of which Five hundred dollars Dollars ($500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: $4350.00 in cash within 7 months

Four thousand dollars ($4,000) in cash on or before sev July 2, 1962, which shall be time of settlement. Sellers to provide an eighteen-thousand, five hundred dollars ($18,500.00) first trust payable one-thousand, eight-hundred and fifty dollars ($1,850.00) per year in semi-annual payments in advance of nine-hundred and twenty-five dolars ($925.00) plus 3% of the unpaid balance with each payment for a total of 6% interest per year, Sellers agree to furnish a good and marketable title to said land and will pay one half (½) of the surveying cost up to a maximum of one-hundred and fifty dollars ($150.00)

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from accidental fire or other insurable casualty until legal title has passed or possession given; it is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps, required by law, and transfer tax, where required by law, shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Greater Baltimore, to L. L. HUBBLE AND COMPANY, Incorporated

Witness the hands and seals of the parties hereto the day and year first above written.

THE CHESEAPKE BAY LAND COMPANY
By: [signature] (SEAL)
SELLER'S SIGNATURE

WITNESS — AS TO SELLER'S SIGNATURE

[signature] (SEAL)
Buyer ~~SELLER'S~~ SIGNATURE

WITNESS — AS TO SELLER'S SIGNATURE

Irene W. Korbien (SEAL)
BUYER'S SIGNATURE

WITNESS — AS TO BUYER'S SIGNATURE

Nancy C. Hubble (SEAL)
BUYER'S SIGNATURE

WITNESS — AS TO BUYER'S SIGNATURE

JOSEPHINE MANNS, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
LEMUEL JOHNSON, et al.	*	IN EQUITY
	*	Case No. 16,079

LIBER 192 FOLIO 588

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

ANSWER TO PETITION OF KATHARINE KORBIEN, IRENE KORBIEN AND NANCY C. HUBBLE

The Answer of James Gaither, Gladys Eleanor Keene, Ida Arbutus Holland, Dorothy Rebecca Williams, Virtie Rebecca Johnson, James Andrew Johnson, Marion Iola Kess and Christine Bouyer, by Harry M. Ashman, their Attorney, respectfully represents:

1. That they admit the matters set forth in Paragraph 1.

2. That they admit the execution of the Contract of Sale dated June 27, 1962 as contained in Paragraph 2 of said Petition, but deny that all of the persons who have an interest in the property have signed the Contract of Sale, and demand strict proof thereof.

3. That they have no knowledge of the Contract of Sale dated June 27, 1962 between The Chesapeake Bay Land Company and the said Petitioners. That they are agreeable to permit the consummation of the transaction by the said Petitioners and permit them to execute the Mortgage referred to in the aforesaid Contract of Sale to a Trustee or Trustees, to be named in these proceedings.

4. That they are making a concerted effort to determine ownership of the property in these proceedings as well as establishing the value thereof and for the completion of the aforesaid Contracts of Sale.

5. That the Petitioners are in no way entitled to any portion of the proceeds of sale but appear only as purchasers.

6. That since the Petitioners have no interest in the proceedings other than as purchasers, they are not entitled to be represented by an appointment of a Trustee on their behalf.

Harry M. Ashman
Harry M. Ashman, Attorney

FILED

1964 MAY 14 AM 9:49

I HEREBY CERTIFY that a copy of the aforegoing Answer was mailed to Philip H. Goodman, Esquire, 331 Equitable Building, Baltimore, Maryland 21202, this 13th day of May, 1964.

Harry M. Ashman
Harry M. Ashman, Attorney

LIBER 162 PAGE 589

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Harry M. Ashman, who made oath in due form of law that he made a diligent search to locate the whereabouts of Lemuel Johnson and James H. Hall and that he was unable to find evidence of their living in Anne Arundel County or elsewhere. That the whereabouts of Lemuel Johnson had been unknown prior to the year 1912 and still exists to this date. That according to information received from the parties in interest, James H. Hall died in Anne Arundel County between the years 1914 and 1920 but a search of the Health Department Records of the State of Maryland from 1912 to date do not disclose his death. That the Affiant, therefore, was unable to mail a copy of the published notice to the Defendants.

Harry M. Ashman
Affiant

Virginia Carl
Notary Public

My Commission expires May 3 1965

FILED

1964 MAY 14 AM 9:49

34

AFFIDAVIT OF NON-MILITARY SERVICE

BALTIMORE CITY
~~ANNE ARUNDEL COUNTY~~ } ss:
STATE OF MARYLAND, }

I hereby certify that, on this 30th day of April ,
1964 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for ~~Anne Arundel County~~ Baltimore City, Gladys Eleanor Keene,
one of the -

plaintiffs , in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
are not of military age. Defendants were the great, great uncle of this affiant; that the heirs of said Defendants are unknown, and she has no knowledge whether the unknown heirs are in military service- - - - - - - -

~~and xxxxxxxxxx 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 30th day of
April---------- , 1964 .

Notarial Seal

Harry M. Ghiz
Notary Public.

My Commission will expire on:
May 3, 1965

Gladys Eleanor Keene
Gladys Eleanor Keene, Affiant

Filed,

FILED
1964 MAY 14 AM 9:49

37

LIBER 162 PAGE 591

JOSEPHINE MANNS, et al.

vs.

LEMUEL JOHNSON, et al.

No. 16,079 DIVORCE - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, LEMUEL JOHNSON and JAMES H. HALL 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 15th 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.

Forrest Sachse
Judge

FILED
1964 MAY 18 AM 9:31

JOSEPHINE MANNS et al	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS	*	FOR
LEMUEL JOHNSON et al	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #16,079

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

TESTIMONY ON BEHALF OF THE COMPLAINANTS

JULY 15, 1964

Present:

Harry M. Ashman, Solicitor for Complainants

Paul J. Cockrell, Solicitor for Complainants

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

Conchita D. Tuers, Court Reporter

Eleanor Purcell, Complainant

Paul Manns, Complainant

Russell Manns, Complainant

Witnesses:

Vertie Rebecca Johnson, pages 2 - 12

Robert A. Wilson, Jr., pages 13 - 15

Henry M. Bachman, pages 16 - 17

Gladys Keene, pages 18 - 20

Charles Ernest Manns, pages 21 - 23

FILED
1964 SEP -9 PM 3:23

VERTIE REBECCA JOHNSON, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Ashman)

1 Please state your name and address?

A Vertie Rebecca Johnson.

2 And your address?

A Box 95, Rt. #1, Glen Burnie, Maryland.

3 And Mrs. Johnson, were you one of the children of Eleanor Manns?

A That is right.

4 Now when did Eleanor Manns die?

A July 30, 1900.

5 Did she leave a Will or did she die without a Will?

A She died without a Will.

6 And who did she leave surviving her? Did she leave a husband?

A A husband.

7 What was his name?

A Hezekiah Manns.

8 And how many children?

A Six children.

9 Now will you name those children?

A James Albert, Elizabeth, Lillian, Grace, John and Rebecca.

10 And the Rebecca you are referring to?

A I.

11 Now the oldest child, James Albert Manns?

A That is right.

12 Is he living or dead?

A He is dead.

13 Do you recall when he died?

A He died in 1961.

14 Did he leave a Will?

A Not that I know of.

15 Now who does he leave surviving?

A Wife and I think, six children.

16 Now do you recall the names of his widow and children?

A His wife is named Josephine. James Albert --

17 That would be Junior?

A That is right. Charles, Ernest, Vernon, Eleanor, Russell and Paul.

18 Is Josephine,the widow, living or dead?

A She is dead.

19 And when did she pass away?

A I will have to ask my niece because I don't know.

20 Well, let me put it this way, was it recently or a long time ago?

A She died just, I guess, about five or six months ago.

21 As far as you know, did she leave a Will?

A Not that I know of.

22 And had she remarried?

A No.

23 And the only children then that she had would have been the same ones that were the children of her husband?

A That is right.

24 Now the second child of Eleanor Manns, I think is referred to as Elizabeth Gaither?

A That is right.

25 Is she living?

A No, she is dead.

26 When did she die?

A Oh, a long time ago.

27 Did she leave a Will?

A No, I don't think so.

28 Did she leave a husband and there were children surviving?

A A husband and three daughters.

29 Now what was the husband's name?

A James Gaither.

30 Is she still living?

A Yes, he is.

31 And who are her three children?

A Gladys Keene, Ida Hollandand Dorothy Williams.

32 And they are all living?

A Yes, they are.

33 Now the next child, Ithink you said, is Rebecca?

A That is right.

34 And that is you?

A That is right.

35 And you are now known as Vertie, V-e-r-t-i-e, Rebecca Johnson?

A That is right.

36 Now the next child was ~~Nellie~~ Manns?

A That is right.

37 Is she living or dead?

A She is dead.

38 When did she die?

A She has been dead sometime. I don't know.

39 Did she leave a Will,as far as you know?

A No, she did not, not as far as I know.

40 Did she leave a husband and/or children?

A A husband but no children.

41 What was his name?

A James Andrew Johnson.

42 Is he living?

A Yes, he is.

43 And the next child was Grace Manns?

A That is right.

44 Is she living or dead?

A No, she is dead.

45 She died about when?

A That is one thing I can't remember, when people die.

46 Did she leave a Will?

A Not that I know of.

47 Was she married?

A Yes, she was.

48 And what was her husband's name?

A Richard Asbury Hall.

49 Were there any children born of the marriage?

A She has one daughter.

50 And what is her name?

A Marion Iola Kess.

51 Now her husband, Richard Asbury Hall, is he living or dead?

A No, he died in 1961.

52 Had he remarried?

A No.

53 And did he leave a Will?

A I couldn't tell you.

54 As far as you know?

A No, as far as I know.

55 Now the next child was John Manns?

A That is right.

56 And is he living or dead?

A He is dead.

57 Do you know about when he died?

A I guess about fifteen or sixteen years ago, something like that.

58 Was he married?

A That is right, he is married.

59 What was his wife's name?

A. Christine Manns.

60 Is she living or dead?

A She is living.

61 Did they have any children?

A No, they didn't have any children.

62 Christine Manns, the widow of John Manns, did she marry again?

A Yes, she did.

63 And what is her present name?

A Christine Bouyer.

64 How do you spell that?

A B-o-u-y-e-r.

65 Now Mrs. Johnson, in the year 1912 or prior thereto, there was a proceeding pertaining to some land in which Eleanor Manns, your mother, had an interest located in the Fifth District of Anne Arundel County out on Bayside Beach Road, are you familiar with that land?

A Yes, I am.

66 Now in the Decree of Partition passed, May 27, 1912, certain lands containing approximately 42 acres was allotted to -- let me correct that, that was 40 acres allotted to the heirs of Eleanor Manns, are you familiar with that?

A Yes, I am.

67 And you were one of the heirs?

A That is right.

ASHMAN: I want to offer the Decree of Partition in evidence as an exhibit. Also, the Return of the Commissioners and the Plat that was filed.

(DECREE OF PARTITION DATED THE 27th day of May, 1912 FILED AND MARKED AS EXAMINER'S EXHIBIT #1)

(REPORT OF COMMISSIONERS FILED AND MARKED AS EXAMINER'S EXHIBIT #2)

(PLAT FILED AND MARKED AS EXAMINER'S EXHIBIT #3)

68 Now also in the decree, Mrs. Johnson, there was a portion of the land adjoining that allotted to the heirs of Eleanor Manns a tract containing 42 acres that was allotted to Lemuel Johnson?

A That is right.

69 Now, whowas Lemuel Johnson?

A My mother's great-uncle.

70 Your mother's great-uncle?

A My mother's uncle, I am sorry.

71 Your mother's uncle?

A My mother's uncle, that is right.

72 Now I am going to recall to you some of the testimony that was taken in the previous case in which the Partition proceedings were conducted and as a result thereof the Decree of Partition in May 1912 was passed. According to the testimony, in that case, all of the property emanated through one party by the name of Greenbury Johnson?

A That is right.

73 And Greenbury Johnson was one of your ancestors, do you recall?

A He was my great-grandfather.

74 Now, according to the testimony in that case, he died somewhere in the 1880's. There is no definite date fixed?

A No.

75 And leaving two daughters, Elizabeth who married Howard Richards?

A That is right.

76 And what relationship was Elizabeth to you?

A My grandmother.

77 And she died in 1882 and left one child, Eleanor Richards?

A That is right.

78 Now Eleanor Richards married who?

A Hezekiah Manns.

79 And that was your parents?

A That right.

80 They were your parents?

A That is right.

81 Now another daughter of Greenbury Johnson was Rebecca Hall?

A Yes, that is right.

82 Now according to the proceedings filed in that previous case, Mrs. Hall died in 1911 and she left a Will in which she devised all of her property to her husband, James H. Hall?

A That is right.

(WILL OF REBECCA HALL FILED AND MARKED AS EXAMINER'S EHXIBIT #4)

83 Now Greenbury Johnson had one other child, Lemuel Johnson?

A That is right.

84 Do you recall hearing about him?

A Yes, I do.

85 Did you know him?

A No sir, I did not.

86 Now according to the testimony filed in that case, Lemuel Johnson had not lived in Maryland since the Civil War?

A That is right.

87 And it was not known whether he was living or dead?

A That is right.

88 He left to go to the war and was never heard of until about 20 years ~~ago~~ later when he wrote to Rebecca Hall that he was living in Arkansas?

A That is right.

89 And then he continued to write for four or five years and nothing was ever heard from him since that time?

A That is right.

90 Now that testimony was taken and filed in the Court in August 8,1910 so that the twenty years that was talked about in that case would fix the last word from Lemuel Johnson as about 1890, do you recall? Could that be about right according to your estimation?

A I don't know because I was just a kid when my aunt heard from him.

91 So that was probably before the time of your birth?

A It could have been.

92 Now according to the proceedings in the previous case, your birth is given as February 15, 1890?

A Um-hum.

93 Would that be approximately correct?

A Pretty near.

94 Now subsequent to the death of your mother and prior to the 1912 Decree did you hear the name of Lemuel Johnson discussed in the family?

A No sir.

95 It was never discussed?

A No sir.

96 When is the first time that you heard about Lemuel Johnson?

A I was a kid. I was a small girl when I heard my aunt say she had a letter from him and never heard anything more of him.

97 Was that prior to the death of your aunt? The aunt that you are referring to is that Rebecca Hall?

A Yes.

98 That was before she die?

A Yes.

99 Well, she died in 1911 and you would have had to have heard his name discussed prior to that time, is that correct?

A Yes.

100 Now in the discussion was any comment made about whether he was living or dead or where he was?

A She didn't say. She said she had a letter that he was in Arkansas. That is all I ever heard her say. Never heard her say anything about any family or anything.

101 Did she ever say that she hadn't heard from him for a long time?

A I think that was the first letter she had ever gotten from him.

102 And she never heard from him again?

A Never anymore after that.

103 Now in the Decree of Partition of the land allotted to Lemuel Hall, the 42 acres, which I believe is known as Lot #4 on that Plat that is filed in these preceedings, that portion was

allotted to Lemuel Johnson?

A Yes.

104 So as far as you know, Lemuel Johnson never married?

A That I know of, I never heard of any.

105 You never heard that he had any family of any sort and you never heard of anything about him?

A No.

106 And Rebecca Hall died in 1911?

A That is right.

107 And under her Will all of her property was left to her husband, James H. Hall?

A Yes, that is right.

108 Is he living or dead?

A He is dead.

109 Do you know when he died?

A He has been dead a long time, 25 or 30 years.

110 Was he living on May 27, 1912?

A No, he has been dead longer than that.

111 Well now, let me refresh your memory. Did James Hall and Rebecca Hall, through their marriage, have any children?

A No, they did not.

112 Are you familiar with the property known as Lot #2 on the Plat in the remaining portion of Lot #4, do you know where it is located?

A Yes, when I am on the place but I couldn't figure it out on the Plat, though.

113 How is it used now?

A Just laying there idle.

114 Laying there idle?

A Yes.

115 There are six interests under Eleanor Manns. There were six children and it would be a division of six interests, do you think this property could be divided between the parties or would it be to the advantage of the parties to sell, as a whole?

A Well, I don't know, as far as I am concerned it could be sold. Of course, I can't talk for the rest of them.

(Mr. Rouse)

116 It couldn't very well be divided up in six equal parts, could you?

A Well, I don't know, hardly.

117 You desire that it be sold?

A Yes, I do.

(Mr. Ashman)

118 One more question I want to ask you, all the parties that you mentioned are the living heirs of Eleanor Manns, are they all and the only people living today who have an interest in that portion that was allotted to the heirs of Eleanor Manns?

A That is right.

119 And they are all of legal age?

A Yes, they are.

Cockrell: No questions.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Viola Rebecca Johnson

ROBERT A. WILSON, JR., a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Ashman)

1 Please state your name, address and your occupation?

A Robert A. Wilson, Jr., 25 Baltimore-Annapolis Blvd., N. W., Glen Burnie. I am an appraiser. I have been doing appraisal work for about 10 years. I am a designated V.A. appraiser and a V. A. compliance inspector. I do fee appraisals mostly residential.

2 I show you this Plat of the partition case of Hall vs Johnson and ask if you have looked at the land shown on that Plat?

A We are a little more familiar with this particular Plat that you gave me (indicating another Plat). We examined this. When I say "we", Mr. Bachman and I examined this property from one end of this road to the other, Bayside Road, both sides of the Bayside Road. Examined an improvement that is in this area someplace. I don't know exactly how this house fits in on this road, we have pictures of it. There is some swamp land in this western section. And , as peryour instructions we looked at this property with the idea of putting a fair market value on it. And by fair market value, I mean what a willing buyer would pay to a willing owner both willing to sell and negotiate all knowing the particulars of this tract. We arrived at an evaluation of $450.00 an acre and based ourappraisal on a gross of 62 acres which, in our opinion, makes this tract worth $28,000 on the market today. I mentioned that there was an improvement. The improvement is renting for $15.00 a month but we decided that it had no value.

(PHOTOGRAPHS FILED AND MARKED AS EXAMINER'S EXHIBIT #5)

A We felt in arriving at the $450.00 per acre price this particular area is in a section of Anne Arundel County where, in our opinion, the highest and best use is for future residential development, not at this present time. I don't know whether it would become more valuable in five years hence or ten years. Certainly it wouldn't be economical to subdivide and sell in this particular market speaking of this particular subject tract.

3 How is this land presently used?

A The land is not being used at all. It is just sitting there. It is not being farmed. It looks like there could have been some timber taken off some years ago. There isn't any valuable merchantable timber on there now.

4 At present, it is producing no income?

A That is right except for the $15.00 a month from this rental which won't even pay the taxes.

5 Now Mr. Wilson, I show you a contract entered into between most of the parties to this proceedings and the Chesapeake Land Companyin the amount of approximately $28,500, which provides for payment of $10,000 cash and the Sellor to take back a mortgage in the amount of $18,500 for ten years with interest at 6%, $925.00 payable semi-annually on the principal. In your opinion, do you feel that is a good price for the property and would you recommend that the parties in interest accept that contract?

A Well, this contract concurs with our opinion of value, certainly the buyer and there was an informed buyer, and it looks like the seller was an informed seller. I would say that the contract is fair.

6 Do you think that we should accept it?

A I would recommend that you do accept this contract.

7 Do you feel that that property can be divided in kind into six equal shares for partition purposes?

A No, I don't.

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 [signature]

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

(Mr. Ashman)

1 Would you kindly give us your name and address and occupation?

A Henry M. Bachman, Realtor, Severna Park, Maryland.

2 Did you visit the property in question together with Mr. Wilson?

A Yes, I have inspected the Josephine Manns, etal, property located in the Third Election District of Anne Arundel County fronting on Bayside Beach Road not too far from the Ft. Smallwood Road. It is a tract of land of approximately 62 acres with Bayside Beach Road intersecting it. There are approximately 40 acres on one side and our estimate of about 22 on the other side. At one end of the property there is some marsh land. It is all about at road grade. It rises up to a knoll and most of it or much of it is cutover woodland. Pine has been cut out of it. There is an improvement on it an old frame dwelling which is rented for $15.00 amonth. And it is my opinion that it adds no value to the property. And through the property is an old 10 foot right-of-way that runs along the edge of it. It has apparently been laid out for many years. And it is my considered opinion that a fair market value would be, say, $450.00 an acre or $28,000.

3 In other words, do you concur with Mr. Wilson's testimony as to valuations?

A I do, yes.

4 And use of the land and as to the acceptance or rejection of this contract of which I spoke to Mr. Wilson?

A Yes, I think that is a fair price for it.

5 Do you feel that the land can be divided in part for partition

54

purposes or should be sold as a whole?

A Well, I think you should sell it as one parcel because it would be impossible to subdivide in, I think, six equal parts. To subdivide the road frontage on one side of the road may not be the same as the other side. It would be impossible to do it in my opinion.

ASHMAN: I would like to offer into evidence this contract between the Heirs of Eleanor Manns and The Chesapeake Bay Land Company as well as the contract between the Chesapeake Bay Land Company and Katherine Korbien and others that are filed inthese proceedings.

(CONTRACT BETWEEN HEIRS OF ELEANOR MANNS AND THE CHESAPEAKE BAY LAND COMPANY DATED 27th day of June, 1962 FILED AND MARKED AS EXAMINER'S EXHIBIT #6)

(CONTRACT BETWEEN THE CHESAPEAKE BAY LAND COMPANY AND KATHARINE KORBIEN AND IRENE KORBIEN AND NANCY C. HUBBLE DATED 27th day of June, 1962 FILED AND MARKED AS EXAMINER'S EXHIBIT #7)

6 Mr. Bachman, would you give us a little more detail on your qualifications as an appraiser?

A Yes, I have been in the real estate business in Anne Arundel County for 27 years. I have made appraisals and do make appraisals for the Maryland National Bank, Board of Education, Baltimore Gas and Electric Company, numerous individuals and trust companys.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Henry M. Bachman

Gladys Keene, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Ashman)

1 Give us your name and address?

A Gladys Keene, 7240 Furnance Branch Road, Glen Burnie, Maryland.

2 Are you the party referred to as Gladys Eleanor Keene?

A That is right.

3 In the case of Manns vs Johnson?

A That is right.

4 Equity case #16,079?

A Yes.

5 What is your relationship to Vertie Rebecca Johnson?

A I am her niece.

6 Did you hear Mrs. Johnson testify previously as to the pedigree of the Eleanor Manns family?

A Yes.

7 Do you agree with that testimony or do you have any other additions that you might want to give or corrections?

A I don't have any other additions or corrections.

8 Now let's try to review the date of death of some of these parties. (Paper given to witness) Mrs. Keene, the information set forth on those sheets pertain to the heirs of Eleanor Manns and also Lemuel Johnson, are you familiar with all the information on there?

A Yes, I am except the ones that are old, backup in the Greenbury Johnson but from my day I am familiar with all of them.

9 Well, I am referring from 1912 on down?

A Yes, I am.

10 As far as you know, this is correct?

A Yes, it is.

ASHMAN: We would like to offer this in evidence to prove pedigree.

(STATEMENT PERTAINING TO PEDIGREE AND DEVOLUTION OF TITLE FILED AND MARKED AS EXAMINER'S EXHIBIT #8)

11 Now one other question I would like to ask you, do you know when Josephine Manns died?

A She died February 1963 -- no '64. She died this year. It was around February 14, 1964, I think that is the date.

12 Do you feel as though this property can be divided in part and interest whereby everybody could get an equal share?

A I don't see how it could.

13 Do you recommend that it be sold?

A I recommend that it be sold, yes.

14 When did James Hall die, according to your recollection?

A 1915.

15 Do -- did you know Lemuel Johnson?

A No.

16 Did you hear his name discussed in the family?

A Just with my aunt.

17 Which aunt are you referring to?

A Aunt Rebecca and Lillian before she died. I have heard them talk about him but I didn't know him. I think Aunt Lil died around 1957.

18 Her name was Lillian Johnson?

A Johnson.

19 In the discussions, did anyone ever say that they had heard from him?

A No, that was the discussion that they never heard from him.

20 Did they say approximately the last time they heard about him?

A Well, I couldn't say just when it was. I know it was a long while that they said they hadn't heard since they were children -- you see, they were children.

21 When were you born?

A 1911.

COCKRELL: And you verify everything that she testified to?

WITNESS: Yes.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Wady E. Keene

CHARLES ERNEST MANNS, a witness of lawful age, having been duly sworn, deposes and says:

(Mr.Ashman)

1 Please giveus your name and address?

A Charles Ernest Manns, 106 Rutland Ave.

2 Baltimore?

A That is correct.

3 Mr. Manns you are one of the Plaintiffs in this case?

A Yes.

4 And you are one of the children of James Albert Manns?

A That is correct.

5 You have heard the testimony of Mrs. Johnson and Mrs. Keene?

A Yes, I have.

6 As far as you know is that correct or do you have any additions or corrections to make to it?

A I don't have any additions or corrections.

7 Is Josephine Manns your mother?

A That is correct.

8 When did she die?

A February 14th.

9 What year?

A '64.

10 Did she leave a will?

A Not as I know of.

11 Has--had she remarried?

A No.

12 Did she have any other children other than those with the union of James Albert Manns?

A No.

13 Any other children other than the present children? Did she have any other children with James Albert Manns -- other than she had with James Albert Manns?

A I have a half-brother.

14 Will you give us the name of the additional child?

A His name is William Walker.

15 William Walker?

A Yes.

16 And he was the son of Josephine Manns by a previous marriage?

A Yes.

17 He is living today?

A He is living.

18 Do you know whether there has been any administration filed on the estate of Josephine Manns?

A No.

19 Did she leave a Will?

A Not as I know of.

20 This William Walker, was he a child of James Albert Manns?

A No.

21 Mr. Manns, are you familiar with the property in question? Have you seen it?

A Yes, I have seen it.

22 Do you think it can be divided in kind or would you rather that it be sold?

A Well, sell it.

23 Did Josephine Manns have any other children either now living or who might have been born to her and have since died?

A I think I had a brother that died.

24 Did he die in infancy or did he grow to manhood?

A No, I don't know that.

25 Are you the oldest child?

A No, I am not.

26 When did he die? How old was he when he died, do you know?

A No, I do not know.

27 Can you find out by asking some people here?

A You can ask my sister. (Asks Eleanor Purcell). He was seven months old.

28 Now were there any other children other than set forth here?

A Not as I know of.

29 Now did James Albert Manns have any other children other than those that are parties to these proceedings, your present brothers and sisters?

A Not as I know of.

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 nil

Signature Charlie Grant Manns

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

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

Witness my hand and seal this 22nd day of ~~July~~ September, 1964

John J. Rouse 2 (SEAL)
Examiner
John G. Rouse, Jr.

$100.00
J. R. ~~$25.00~~
C. T. $23.00 Pd - C.T

STATEMENT PERTAINING TO PEDIGREE AND DEVOLUTION
OF TITLE FOR BAYSIDE BEACH ROAD PROPERTY

Basic title was acquired by Greenbury Johnson under three Deeds, in 1853, 1859 and 1865. Greenbury Johnson died prior to December 6, 1873 and Mary Johnson (evidently the wife of Greenbury Johnson), Ann Rebecca Hall and Mary Elizabeth Richards in 1873 conveyed five-eighths of an acre to the School Commissioners of Anne Arundel County.

In 1908 an Equity Proceeding was filed by Rebecca Hall and husband, against Hezekiah Manns, et al. for sale in lieu of partition of the real estate of Greenbury Johnson. According to the testimony filed in the proceedings in August 1910, Greenbury Johnson died about 1884 or 1885 (evidently this is an error as according to the prior Deed, Greenbury Johnson died prior to 12/6/1873). Greenbury Johnson had three children: Rebecca Hall (also known as Ann Rebecca Hall), Lemuel Johnson, and Elizabeth Richards (also known as Mary Elizabeth Richards). Rebecca Hall was living at the time of the filing of the proceedings. Lemuel Johnson had left the State of Maryland more than twenty years ~~ago,~~ which would place his departure prior to 1888. However, he did not unite in the Deed in 1873 to the School Commissioners and it should be assumed that he had left the State prior to that time. The records in Anne Arundel County, Land, as well as Orphans Court ~~records,~~ disclose no record of Lemuel Johnson from 1870 to date.

Elizabeth Richards married Howard Richards and died in April 1882, leaving surviving, her husband and one daughter, Eleanora Richards, who married Hezekiah Manns and died in July 1900, leaving six children, namely: Albert Manns, Elizabeth Manns, Rebecca Manns, Lillie Manns, Grace Manns, and John Manns. Hezekiah Manns remarried, subsequent to the death of his wife, Catherine Turner, who predeceased him. Out of that marriage, they had one child, James Hezekiah Manns, now living. Hezekiah Manns died in August 1931.

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James Albert Manns, referred to in the Equity Proceedings as Albert Manns, married Josephine Sampson and died on July 9, 1961 in Baltimore City, leaving surviving him, his widow, Josephine Manns, and six children, namely: James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Manns, and Russell Manns, all living and of age.

Elizabeth Manns married James Gaither, and died ~~on~~ May 30, 1932 leaving three children, namely: Gladys Eleanor Keene, Ida Arbutus Holland, and Dorothy Rebecca Williams, all living and of age.

still living

Examiner's Exhibit No. 8
Manns, et al v. Johnson, et al Equity No. 16079
John S. Adams L. Exam.

Rebecca Manns (also known as Vertie Rebecca Manns) married Charles H. Johnson (he died 12/12/1961). She is now a widow.

Lillie Manns (also known as Lillie Genevieve Manns) married James Andrew Johnson and died April 4, 1957, leaving her husband as her only survivor. She never had any children.

Grace Manns (also known as Grace Lavinia Manns) married Richard Asbury Hall. They had one child, Marion Iola Kess. Grace Lavinia Hall died September 1, 1937. Richard Asbury Hall died in 1961, not having remarried, and Marion Iola Kess is their only heir.

John Manns (also known as John Wesley Manns) married Christine Manns. They had no children. He died August 19, 1941. Christine married Thomas Bouyer and is now living.

In the Equity Case in 1908, there was testimony to the effect that Lemuel Johnson had not lived in Maryland since the Civil War, and it is not known whether he is living or dead. He left to go to War and was never heard of until about 1890, when he wrote to Rebecca Hall that he was living in ~~Kansas~~. He continued to write for four or five years and then he stopped writing and was never heard of since. After the testimony was taken, it was determined that the property could be partitioned and it was not necessary that it be sold. Accordingly, the property was partitioned in accordance with a Decree, dated December 17, 1910, but the partition was not made until 1912. The land was surveyed and was shown to contain 122 acres more or less. The Decree for partition provided that the property be divided into three parts; 1/3 to Rebecca Hall; 1/3 to the heirs of Eleanora Manns, and 1/3 to Lemuel Johnson. Further, that the portion alloted to Lemuel Johnson be divided into two equal parts and if possible, so that one of said parts shall be adjoining the land alloted to Rebecca Hall and another part adjacent to the land alloted to the heirs of Eleanora Manns. Rebecca Hall, who died February 20, 1911, left a Last Will and Testament whereby she demised all of her property to her husband, James H. Hall, to be held and enjoyed by him free and clear of any debts that he may owe with the right to him to sell the property. Lots Nos. 1 and 3 were alloted to James H. Hall. Lot. No. 2 was alloted to the heirs of Eleanora Manns. Lot No. 4 was alloted to Lemuel Johnson. No provision was made for a further allotment of Lemuel Johnson's share as provided for in the Decree of December 17, 1910.

JOSEPHINE MANNS, Et. Al. LIBER 182 PAGE 621 IN THE

vs. CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY IN EQUITY

LEMUEL JOHNSON, Et. Al. Case No. 16, 079

MOTION TO INTERVENE AND

ADOPT TESTIMONY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes William Alford Walker, by Paul J. Cockrell, his Attorney, and moves this Honorable Court to permit him to intervene in the above-captioned case as a party Plaintiff, and to adopt the testimony taken in said case on July 15, 1964.

Paul J. Cockrell

PAUL J. COCKRELL
1516 N. Montford Avenue
Baltimore 13, Maryland
Ea 7 4717
Attorney for Intervenor

FILED
1964 SEP 9 PM 3:22

ORDER

Upon the foregoing Motion, it is this 10th day of Sept., 1964, by the Circuit Court for Anne Arundel County, ORDERED that William Alford Walker be and he is hereby made a Party Plaintiff in the above-captioned case, and further that he is hereby permitted to adopt the testimony taken in said case on July 15, 1964.

C. Ferdinand Bruchhauser

JUDGE

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1964 SEP 10 PM 4:25

POWER OF ATTORNEY

The undersigned, being the Natural Son of Josephine Manns, now deceased, which said Josephine Manns was owner of an undivided interest in the property through her husband, the latex James Albert Manns, which property is located on Bayside Road, Anne Arundel County, Maryland, acquired in the partition case of Rebecca Hall and Husband vs. Hezekiah Manns, in the Circuit Court of Anne Arundel County, Equity case No. 3126, do hereby authorize Paul J. Cockrell, Attorney, to file on my behalf, a Bill for the sale of the property or to otherwise intervene in the case in my behalf for purposes of the sale of such property in lieu of partition. I do hereby agree to pay to said Attorney a reasonable fee for such services and further agree to pay such a fee as the court of Equity may allow for such services. I further certify that I have always gone under the name of William Alford Walker and have never used any other name. I further certify that I do not know the identity of my natural father, nor whether or not I was a legitimate child.

As Witness my hand and Seal this 27th day of July, 1964.

Witness

William A. Walker
WILLIAM ALFORD WALKER
1233 N. Central Avenue
Baltimore, Maryland 21202

FILED
1964 SEP -9 PM 3:22

LIBER 162 PAGE 623

JOSEPHINE MANNS, et al	*	IN THE
Plaintiffs	*	CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
LEMUEL JOHNSON, et al	*	
Defendants	*	EQUITY NO. 16,079
	*	

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

REPORT OF MASTER AND EXAMINER

1/7/64 Bill of Complaint filed by numerous Plaintiffs against Lemuel Johnson and James H. Hall and their unknown heirs, legatees, devisees and distributees at law, whether resident or non-resident.

The Bill alleges that by virtue of a Decree of Partition (Exhibit No. 1) passed by the Circuit Court for Anne Arundel County in 1912 a certain tract of land belonging to one Greenbury Johnson, deceased, was partitioned into 4 parcels. This proceeding deals specifically with parcels 2 and 4. (For descriptions, plat, etc., see Exhibits No. 2 and 3)

Parcel 2 was allotted to the heirs at law and husband of Eleanor Manns.

Parcel 4 was allotted to Lemuel Johnson.

The Bill further alleges that the remaining acreage in Parcels 2 and 4 is not susceptible of partition in kind and that it would be to the best interest and advantage of all parties concerned that the property be sold and the proceeds be divided among those entitled, and that since the 2 parcels are contiguous and have been used for many years as a single parcel that it might be advantageous that they be offered for sale together.

The Bill prays that Lemuel Johnson be declared legally dead; that the Court determine who are the persons entitled to any interest in said parcels; that the properties be sold and a trustee appointed to make the sale and that the proceeds of sale be distributed under the direction of this Court to those entitled.

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ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

The Defendants were all served by publication (See Certificate of Publication filed 2/7/64). Subsequent to the filing of a military affidavit and an affidavit of efforts to locate the defendants, this Court on 5/18/64 entered a Decree Pro Confesso against the defendants, Lemuel Johnson and James H. Hall.

On 7/15/64 testimony was taken before the undersigned. It appeared that subsequent to the filing of the Bill of Complaint, the Plaintiff Josephine Manns had died intestate, a widow and leaving surviving her, six children by James Albert Manns, namely, James Albert Manns, Jr., Eleanor Purcell, Charles Ernest Manns, Vernon Manns, Paul Eugene Manns and Russell Manns. Said six children are all parties plaintiff in this proceeding. During the taking of testimony it developed that Josephine Manns had had a child prior to her marriage to James Albert Manns, namely, William Alford Walker, who was not a party to the proceeding. Thereafter William Alford Walker moved to intervene as a party plaintiff and to adopt the testimony taken on 7/15/64. This motion was granted by order of Court dated 9/10/ 64.

The testimony substantiates the pedigree as set forth in paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 of the Bill of Complaint except as changed by the death of Josephine Manns after the Bill was filed and by the intervention of William Alford Walker as explained above.

As to Lemuel Johnson, the proof shows that he was a son of Greenbury Johnson, the original owner of all the property involved in this proceeding. Greenbury Johnson died in the 1880's. Lemuel Johnson left Maryland sometime during the Civil War "to go to the war" and was not heard of again until about 20 years later when he wrote his sister that he was living in Arkansas. He continued to write for 4 or 5 years but nothing was heard from him thereafter.

The Civil War ended more than 99 years ago. The last veteran of the G.A.R. died in 1956 and 3 years later taps sounded for the last Confederate soldier.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

If it were supposed that Lemuel Johnson left home at the age of 16 in 1865, the last year of the war, he would now be over 115 years old. He has not been heard of since 1890, some 74 years ago. In the opinion of the undersigned, the proof amply supports the prayer of the Bill of Complaint that he be presumed dead, since the lapse of time proves beyond a reasonable doubt that in fact he is dead.

From the testimony and exhibits it appears that the only persons having any interest in the property here involved are: JAMES ALBERT MANNS, JR., ELEANOR PURCELL, CHARLES ERNEST MANNS, VERNON MANNS, PAUL EUGENE MANNS, RUSSELL MANNS, WILLIAM WALKER, JAMES GAITHER, GLADYS ELEANOR KEENE, IDA ARBUTUS HOLLAND, DOROTHY REBECCA WILLIAMS, VIRTIE REBECCA JOHNSON, JAMES ANDREW JOHNSON, MARION IOLA KESS and CHRISTINE BOUYER.

It appears that the Plaintiffs have complied with all statutory requirements and the requirements of the Maryland Rules of Procedure and have produced the proof necessary to support a partition of the property involved. Two qualified real estate appraisers testified, both of whom stated that in their opinion the fair market value was $28,000.00, and further that the property was not susceptible to a partition and that accordingly, it was to the best interest of the parties involved that the property be sold. There were offered in evidence contracts of sale (see exhibits #6 and 7) wherein prospective purchasers had agreed to purchase the property for $28,500.00. It was the opinion of both appraisers that the contract price was fair and should be accepted.

On 3/20/64, certain persons alleging to be contract purchasers of the property in question, filed a Petition with copies of Contracts of Sale attached wherein they prayed that they be declared "equitable owners of said land to the extent of the Contracts of Sale". In their Petition, they also alleged that Phillip H. Goodman, their attorney, should be appointed trustee or co-trustee in the event this Court should decree a sale.

On 5/14/64 an Answer was filed to said Petition denying that all of the persons having an interest in the property had signed the Contracts of Sale. It further alleges that said Petitioners had no interest in any portion of the proceeds of sale nor any interest in the proceeding other than as purchasers and that they were therefore not entitled to be represented by the appointment of a trustee on their behalf. In the opinion of the undersigned, the Petitioners would be entitled to ask for a hearing on the matters raised by the Petition and Answer. No request for a hearing has been made and it is believed that on the basis of the allegations contained in said Petition that there is no basis for the appointment of the attorney for the Petitioners as a co-trustee and the recommended decree is so drawn.

Prior to the filing of this Report, a copy was sent to the attorney for the Petitioners and he was given an opportunity to object to the Report as drawn and to the recommended decree, but no objection was made.

Case ready for Decree ~~October~~ September 23, 1964.

Attached form of Decree recommended.

John G. Rouse, Jr.
Master and Examiner

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

LIBER 162 PAGE 627

JOSEPHINE MANNS, et al.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
LEMUEL JOHNSON, et al.	*	Case No. 16,079

* *

DECREE

The Bill of Complaint, Exhibits, Order of Publication, Decree Pro Confesso, Testimony and other proceedings in connection with the above entitled case having been by the Court read and considered, it is thereupon this 23rd day of Sept., 1964, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That Lemuel Johnson be and he is hereby declared legally dead as of the date hereof.

2. It is further ADJUDGED, ORDERED AND DECREED that the persons now entitled to the proceeds in these proceedings are: JAMES ALBERT MANNS, JR., ELEANOR PURCELL, CHARLES ERNEST MANNS, VERNON MANNS, PAUL EUGENE MANNS, RUSSELL MANNS, WILLIAM WALKER, JAMES GAITHER, GLADYS ELEANOR KEENE, IDA ARBUTUS HOLLAND, DOROTHY REBECCA WILLIAMS, VIRTIE REBECCA JOHNSON, JAMES ANDREW JOHNSON, MARION IOLA KESS and CHRISTINE BOUYER.

That the above named parties are all and the only heirs at law of Lemuel Johnson now living, as well as the heirs at law, now living, of Eleanor Manns.

3. It is further ADJUDGED, ORDERED AND DECREED that the fee simple parcels of land mentioned in Paragraph 1 of the Bill of Complaint are not susceptible of division in kind among the parties entitled thereto without loss and injury, and that the same be sold; and that HARRY M. ASHMAN and PAUL J. COCKRELL be and they are hereby appointed Trustees to make such sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a Bond to the State of Maryland executed by themselves and a corporate surety or sureties to be approved by this Court or the Clerk thereof in the penalty of TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS ($28,500.00) conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any future Decree or Order in the premises. That they shall then proceed to make said sale, and if at private sale, for not

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less than the appraised value thereof, or if at public sale, they having given at least three weeks prior notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner, and terms of sale; and as soon as it be convenient after any such sale or sales, they shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of said sale, and on payment of the purchase money or any part thereof, as they may deem expedient (and not before), the said Trustees shall by good and sufficient Deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers thereof, his, her, their or its heirs, personal representatives, successors and assigns, the property and estate in these proceedings mentioned and sold, free, clear and discharged from all claims of the parties to the said proceedings, both Complaintants and Defendants, and those claimed by, from, or under them, or any of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the discretion of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

4. And it is further ADJUDGED, ORDERED AND DECREED, that the said Harry M. Ashman and Paul J. Cockrell, Trustees, give notice to all persons or corporations, resident and non-resident, having claims against any of the following deceased persons, namely: JAMES ALBERT MANNS, JOSEPHINE MANNS, LILLIE GENEVIEVE JOHNSON, and RICHARD ASBURY HALL, warning them to exhibit the same with the vouchers thereof legally authenticated to the Clerk of the Circuit Court of Anne Arundel County on or before the 4th day of January, 1965, by causing a copy of this Order to be published in some weekly newspaper, published in Anne Arundel County, once a week for three successive weeks before the 2nd day of November, 1964.

Judge

78

BOOK 12 PAGE 545

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 152 PAGE 629

BOND NO. 56 75 412 No. 16,079 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Harry M. Ashman, 1800 North Charles Street, Paul J. Cockrell, 1516 N. Montford Avenue, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-eight Thousand Five Hundred and 00/100 ($28,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of October in the year of our Lord one thousand nine hundred and sixty-four

WHEREAS, the above bounden Harry M. Ashman and Paul J. Cockrell 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 Josephine Manns, et al vs.

vs:

Lemuel Johnston, et al

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Harry M. Ashman and Paul J. Cockrell

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

Signed, sealed and delivered in the presence of:

Angela M. Hazlegrove
Angela M. Hazlegrove

Harry M. Ashman (SEAL)
Harry M. Ashman

Paul J. Cockrell (SEAL)
Paul J. Cockrell

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

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

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

FILED
1964 OCT -8 AM 9:32

Bond approved this 8th day of October, 1964

Theresa M. Phelps, Clerk

79

JOSEPHINE MANNS, et al.	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
LEMUEL JOHNSON, et al.	*	IN EQUITY
	*	Case No. 16,079

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of HARRY M. ASHMAN and PAUL J. COCKRELL, Trustees, appointed by the Decree in the above entitled cause, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said Decree, which was duly approved, did sell at private sale unto Katharine Korbien, Irene Korbien and Nancy C. Hubble, the property in these proceedings mentioned, located on Bayside Beach Road in Anne Arundel County, containing approximately 59.619 acres of land more or less in accordance with a survey prepared by Edwin J. Kirby, Registered Surveyor, on or about August 10, 1962, at and for the sum of TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS ($28,500.00) of which said sum FIVE HUNDRED DOLLARS ($500.00) has been paid on account and the balance as follows: NINETY-FIVE HUNDRED DOLLARS ($9500.00) in cash at time of settlement and the remainder of EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS ($18,500.00) to be secured by a First Mortgage for a period of ten (10) years with interest at six per cent (6%) per annum, repayable at the rate of NINE HUNDRED TWENTY-FIVE DOLLARS ($925.00) semi-annually and interest thereon.

That said sale is more than the appraised value of said property and is the best offer that these Trustees have been able to obtain.

Harry M. Ashman (SEAL)

Harry M. Ashman

Paul J. Cockrell (SEAL)

Paul J. Cockrell

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 7th day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harry M. Ashman and Paul J. Cockrell, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Virginia Cox -- Notary Public

FILED

1964 OCT -8 AM 9:32

LIBER 162 PAGE 631

This Agreement of Sale, made this 27th day of June

nineteen hundred and sixty-two, between the parties enumerated on the addenda which is attached hereto and made a part hereof

Seller, and

The Chesapeake Bay Land Company

, 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 the 3rd election district of Anne Arundel County known as lots 2 and 4 as mentioned and described in Equity No.3126 entitled Rebecca Hall vs Hezekiah Manns except that part of lot 4 which was subsequently specifically deeded away by the abovementioned parties and which was recorded in the land records of Anne Arundel County, to wit: Deed on October 1, 1919 to Fredrick White and Mary Elizabeth White, his wife, as tenants by the entirieties, in fee simple absolute, consisting of 2.52 acres and recorded in the records WNW 36/66; Deed on October 1, 1919 to Robert Green and Annie Green, his wife, as tenants by the entirieties, in fee simple absolute, consisting of 3.34 acres and recorded in the recordsWNW 36/69; Deed on April 21, 1926 to Lillie Manns Johnson and Andrew Johnson, her husband, in fee simple absolute, as tenants by the entirieties, consisting of 3.25 acres, and recorded in the records WMB 22/280, being at least fifty-seven (57) acres with at least fifteen-hundred (1500) feet of road frontage on each side of Bayside Beach Road. the balance

at and for the price of twenty-eight thousand, five hundred dollars

Dollars ($ 28,500.00)

of which five hundred dollars Dollars ($ 500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

nine-thousand and five-hundred dollars ($9,500.00) in cash at settlement within seven months of the above date. Sellers to take back an eighteen-thousand, five hundred dollars ($18,500.00) first trust payable one-thousand, eight-hundred and fifty dollars ($1,850.00) per year in semi-annual payments in advance of nine-hundred and twenty-five dollars ($925.00) plus 3% of the unpaid balance with each payment for a total of 6% interest per year. Sellers agree to furnish a good and marketable title to said land and will pay one half (½) of the surveying cost up to a maximum of one-hundred and fifty dollars ($150.00.)

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes, (including Metropolitan District charges for sewer and water, if any) and all other public charges, on an annual basis, against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators and assigns, for the faithful performance of this agreement.

The herein described property is to be held at the risk of the Seller except as to damages arising from accidental fire or other insurable casualty until legal title has passed or possession given; it is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps, required by law, and transfer tax, where required by law, shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Greater Baltimore, to L. L. HUBBLE AND COMPANY, Incorporated

Witness the hands and seals of the parties hereto the day and year first above written.

The Chesapeake Bay Land Company (SEAL)

WITNESS — AS TO SELLER'S SIGNATURE — SELLER'S SIGNATURE

By: (SEAL)

WITNESS — AS TO SELLER'S SIGNATURE — SELLER'S SIGNATURE

(SEAL)

WITNESS — AS TO BUYER'S SIGNATURE — BUYER'S SIGNATURE

1964 OCT -8 AM 9:32 FILED

WITNESS, the hands and seals, the sellers hereto:

Witness _____ James Albert Manns (seal)

Witness _____ Josephine Manns (seal)

Witness _____ Rebecca Johnson (seal)

Witness _____ Charles H. Johnson (seal)

Witness _____ James Gaither (seal)

Witness _____ Gladys Keene (seal)

Witness _____ Benjamin Keene (seal)

Witness _____ Ida Holland (seal)

Witness _____ Arthur Holland (seal)

Witness _____ Dorothy Williams (seal)

Witness _____ Edward Williams (seal)

Witness _____ Andrew Johnson (seal)

Witness _____ Richard Hall (seal)

Witness _____ Marion Kess (seal)

Witness _____ Herman Kess (seal)

Witness

Christine Bouyer (seal)
Christine Bouyer

Witness

Thomas Bouyer (seal)
Thomas Bouyer

Witness

Hezekiah Mathis (seal)
Hezekiah Mathis

FOR VALUE RECEIVED, The Chesapeake Bay Land Company does hereby assign all its right, title and interest in and to the within Contract of Sale unto Katharine Korbien, Irene Korbien and Nancy C. Hubble.

AS WITNESS the corporate seal of said Assignor and the signature of its Vice-President, this 27th day of June, 1962.

Attest

The Chesapeake Bay Land Company

By _____
Philip Owaroff Vice-President

ORDER NISI

LIBER 162 PAGE 634

JOSEPHINE MANNS, et al

versus

LEMUEL JOHNSON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,079 Equity

Ordered, this 8th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Harry M. Ashman and Paul J. Cockrell, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sale was $ 28,500.00

Harris M Phipps Clerk.

True Copy,

TEST: Clerk.

Harry M. Ashman & Paul J. Cockrell, Attorneys. For: The Star (Oct. 15, 22, 29, Nov. 5, [redacted] Editions)

(Final Order)

JOSEPHINE MANNS, etal

versus

LEMUEL JOHNSON, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of November, 1964 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O Bowie Duckett

JUDGE.

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1964 NOV 18 PM 12:59

HARRY M. ASHMA Atty.
1800 N. Charles
Balto. 1, Md.
Paul J. Cockrell, Solicitor
1516 N. Montford Avenue
Baltimore, Maryland 21213

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

CASE NO. 16,079

JOSEPHINE MANNS, et al.
vs.
LEMUEL JOHNSON, et al.

Notice To Creditors

ADJUDGED, ORDERED AND DECREED, by the Court this 23rd day of September, 1964, that the said Harry M. Ashman and Paul J. Cockrell, Trustees, give notice to all persons or corporations, resident and non-resident, having claims against any of the following deceased persons, namely: JAMES ALBERT MANNS, JOSEPHINE MANNS, LILLIE GENEVIEVE JOHNSON, and RICHARD ASBURY HALL, warning them to exhibit the same with the vouchers thereof legally authenticated to the Clerk of the Circuit Court of Anne Arundel County on or before the 4th day of January 1965, by causing a copy of this Order to be published in some weekly newspaper, published in Anne Arundel County, once a week for three successive weeks before the 2nd day of November, 1964.

O. BOWIE DUCKETT,
Judge

True Copy, TEST:
LOUIS N. PHIPPS, Clerk O-22

No. M. G. 9445

OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 162 PAGE 635

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1964

We hereby certify, that the annexed

Notice to Creditors

Case No. 16,079

Josephine Manns, et al. vs

Lemuel Johnson, 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 2nd day of November, 1964. The first insertion being made the 1st day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 OCT 23 PM 1:58

By H. Tilghman

LIBER 162 PAGE 636

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

ORDER NISI

JOSEPHINE MANNS, et al
versus
LEMUEL JOHNSON, et al
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 16,079 Equity

Ordered, this 8th day of October, 1964, That the sale of the property in these proceedings mentioned made and reported by Harry M. Ashman and Paul J. Cockrell, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, onee in each of three successive weeks before the 16th day of November next.

The report states that the amount of sale was $28,500.00.

Louis N. Phipps, Clerk

TRUE COPY, TEST:
LOUIS N. PHIPPS, Clerk
Harry M. Ashman &
Paul J. Cockrell, Attorneys.
Nov. 5

OFFICE OF

THE STAR

GLEN BURNIE, MD., November 5, 1964

THIS IS TO CERTIFY, that the annexed advertisement of

Order NiSi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 16th day of November 1964, that is to say the same was inserted in the issues of October 15, 22, 29, and November 5, 1964

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1964 NOV -6 AM 9:24

By Edith Greenwood

In the Case of

JOSEPHINE MANNS, ET AL

WILLIAM ALFORD WALKER, by intervention
9-11-64

VS.

LEMUEL JOHNSON, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 6,079. 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 JUN 23 AM 10:38 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 9th day of July, 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 JUL -9 AM 9:51

Dr. Josephine Manns, et al

VS

Lemuel Johnson, et al

In Acct. with Harry M. Ashman and Paul J. Cockrell, Trustees

						Cr.	
By	Cash received on account of purchase						
	price, as per Trustees' Report of Sale						
	filed			10,000	00		
By	Amount of purchase money mortgage as						
	per Trustees' Report of Sale filed			18,500	00		
						28,500	00
To	Trustees for commissions, viz	$30	00				
				$30	00		
To	Harry M. Ashman, counsel fee, as per						
	Order of Court, 3/18/65, viz	2,500	00				
				2,500	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, court costs	120	50				
	John G. Rouse, Jr., Examiner's fee	100	00				
	Conchita Tuers, stenographer's fee	23	00				
	Auditor, this account	200	00				
				463	50		
To	Trustees for expenses, viz						
	Harry M. Ashman, certified copy of Will						
	of Rebecca Hall	5	25				
	Harry M. Ashman, photo-copies, Equity						
	#3126	8	25				
	Harry M. Ashman, certificate of record						
	search, Re: James W. Hall	1	00				
	Benjamin and Gladys Keene, advance for						
	title investigation	275	00				
	Marian Kess, advance for title						
	investigation	175	00				
	Rebecca Johnson, advance for title						
	investigation	50	00				
	Harry M. Ashman, advance for title						

	investigation	100	00			
	The Anne Arundel Star, Order of Publication	192	00			
	The Anne Arundel Star, Nisi - sale	17	00			
	Fidelity & Deposit Co. of Maryland -bond	114	00			
	Robert A. Wilson, appraisal and testimony	75	00			
	Henry M. Bachman, appraisal and testimony	75	00			
	Conchita D. Tuers, copies of testimony	34	50			
	Capital-Gazette Press, Inc.- Notice to Creditors	75	69			
	Notary fees	3	50			
	½ cost of survey, as per Contract of Sale	150	00			
	½ Federal and State Revenue stamps	47	02			
				1,398	21	
	Balance of cash available for distribution $4,808.29					
	DISTRIBUTION:					
	To the heirs at law of Eleanor Richards Manns, $2,404.14, viz					
a)	To heirs at law of James Albert Manns, deceased son, includes share which passed through Josephine Manns, his widow, who died intestate, 4/14/64, viz					
	James Albert Manns, Jr., son 10/378 ths	63	60			
	Eleanor Purcell, daughter, 10/378 ths	63	60			
	Charles Ernest Manns, son 10/378 ths	63	60			
	Vernon Manns, son 10/378 ths	63	60			
	Paul Eugene Manns, son 10/378 ths	63	60			
	Russell Manns, son 10/378 ths	63	60			
	William A. Walker, son of Josephine Manns, 3/378 ths	19	09			

b)	To heirs at law of Elizabeth Gaither, deceased daughter, viz			
	James Gaither 21/37S ths	133	57	
	Gladys E. Keene 14/37S ths	89	04	
	Ida A. Holland 14/37S ths	89	04	
	Dorothy R. Williams 14/37S ths	89	04	
c)	to Virtie R. Johnson, daughter, viz			
	63/37S ths	400	69	
d)	To heirs at law of Lillie Manns Johnson, a deceased daughter, viz			
	James A. Johnson, widower, 63/37S 400.69			
	less Direct Inheritance tax 1% 4.00	396	69	
e)	To heirs at law of Grace Manns Hall, a deceased daughter, viz			
	Marion Iola Kess, daughter, 63/37S 400.69			
	less Direct Inheritance tax 1% 4.00	396	69	
f)	To heirs at law of John Wesley Manns, a deceased son, viz			
	Christine Bouyer, widow, 63/37S 400.69			
	less Direct Inheritance tax 1% 4.00	396	69	
	To the heirs at law of Lemuel Johnson, declared dead as of 9/23/64, by Order of Court of that date, $2,404.15, viz			
a)	descendants of James Albert Manns, a deceased great nephew, viz			
	James Albert Manns, Jr. 1/24	100	17	
	Eleanor Purcell 1/24	100	17	

	Charles Ernest Manns 1/24	100	17		
	Vernon Manns 1/24	100	17		
	Paul Eugene Manns 1/24	100	17		
	Russell Manns 1/24	100	17		
b)	descendants of Elizabeth Gaither, a deceased great niece, viz				
	Gladys E. Keene 2/24	200	35		
	Ida A. Holland 2/24	200	35		
	Dorothy R. Williams 2/24	200	35		
c)	Virtie R. Johnson, a great niece 6/24 601.04				
	less Collateral Inheritance Tax 7½% 45.08	555	96		
d)	descendants of Grace M. Hall, a deceased great niece, viz				
	Marion Iola Kess. 6/24 601.04				
	less Collateral Inheritance Tax 7½% 45.08	555	96		
	Register of Wills for Anne Arundel Co.				
	Direct Inheritance Tax 12.00				
	Collateral Inheritance Tax 90.16	102	16		
				10,000	00
	Retained by Trustees for future distribution				
	Purchase Money Mortgage in face amount of	18,500	00		
				18,500	00
					28,500	00

Liber 162 — page 642