LIBER 163 PAGE 1

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF CHARLES	*	FOR
ST. CLAIR WAYSON 605 First Street Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
	*	NO. 15,715 EQUITY
	*	

* * * * * * * * * * *

PETITION FOR APPOINTMENT OF CONSERVATOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles St. Clair Wayson by his attorneys, Childs and Bald respectfully represents unto your Honors:

1. That your petitioner is eighty-four (84) years of age and because of advancing years, it is difficult for him to conduct his business affairs.

2. Your petitioner owns real estate situated at 605 First Street, Annapolis, Maryland which he believes is worth approximately Thirteen Thousand Five Hundred Dollars ($13,500). He has a checking account in the Farmers National Bank amounting to $2,623.65, a checking account in the Maryland National Bank amounting to $770.78, a savings account in Workingmen's Building and Loan Association, Inc. amounting to $9,000.00, savings account First Federal Savings & Loan Association - $7,600.00, savings account Capital City Building and Loan Association - $4,177.84. In addition thereto he receives a monthly check from Social Security payments amounting to $77.00 per month.

3. Your petitioner, owing to his physical condition and advancing age, believes that it would be advantageous for the Court to appoint a Conservator for him pursuant to Maryland Rules of Procedure 1170 - 1172 inclusive.

4. Your petitioner further states that hss present address is Bay Manor Nursing Home, Revel Highway, St. Margarets, Maryland, where he is presently a boarder.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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5. Your petitioner was born at McKendree, Maryland on November 30, 1878.

6. The names and addresses of his next of kin are, Elizabeth S. Brashears, 16 Eastern Avenue, Annapolis, Maryland and Katherine Gannaway, Davidsonville, Maryland, his daughters and Nellie Linton, 79 years of age, his sister, who is presently a patient at the Padgett Nursing Home at Owings, Maryland.

WHEREFORE, The premises considered, your petitioner requests this Honorable Court to appoint a Conservator to take charge of the affairs of your petitioner and to this end, he suggests that this Honorable Court consider Eugene M. Childs who has acted in capacity as his attorney for the past 14 years.

Witness;

Respectfully submitted,

Charles St. Clair Wayson

Elizabeth S. Brashears

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Co. 7-8191

LIBER 163 PAGE 3

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF CHARLES	*	FOR
ST. CLAIR WAYSON 605 First Street Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
	*	NO. 15,715 EQUITY
	*	

* * * * * * * *

ORDER

ORDERED this 12th day of ~~May~~ July, 1963, on the aforegoing Petition, by the Circuit Court for Anne Arundel County in Equity, that Eugene M. Childs be, and he is hereby appointed Conservator for the Petitioner, Charles St. Clair Wayson, and as such, is authorized to receive and disburse all moneys and assets due to or by the said Charles St. Clair Wayson and to expend for the welfare and living expenses of the said Charles St. Clair Wayson, such sums as may be reasonably necessary to insure the welfare and comfort of the said Petitioner. However, before the said Conservator shall receive any sums, he shall present corporate bond in the penalty of $25,000.00 conditioned upon the faithful performance of the trust in him imposed, which bond shall be approved by the Clerk of the Circuit Court for Anne Arundel County.

George Sachse
JUDGE

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LIBER 163 PAGE 4

BOOK 12 PAGE 116

No. 15,715 Equity

HARTFORD ACCIDENT AND INDEMNITY COMPANY

KNOW ALL MEN BY THESE PRESENTS, that we Eugene M. Childs, as Principal, and Hartford Accident and Indemnity Company, a body corporate of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five thousand and 00/100 ($25,000) Dollars, to be paid to the State of Maryland aforesaid; to the payment, whereof, well and truly to be made, we hereby bind ourselves, our and each of our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this fourteenth day of August in the year nineteen hundred, sixty-three.

WHEREAS, THE above bounden Eugene M.Childs, by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity, dated July 12, 1963 has been appointed Conservator of the property and estate of Charles St. Clair Wayson in a proceeding now pending in said Curt, the same being No. 15715 Equity therein.

NOW, therefore, the condition of the above obligation is such that if the above Eugene M. Childs 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 order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Signed, Sealed and Delivered in
the presence of

Patricia June Hughes

Shirley A. Myers
Shirley A. Myers

Eugene M. Childs (SEALED)
Eugene M. Childs, Principal

Hartford Accident and Indemnity Company
By: Betty Lee Hall (SEALED)
Betty Lee Hall, Atty-in-fact

Bond approved this 15th day of August, 1963
Louis N. Phipps, Clerk

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LIBER 163 PAGE 5

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF CHARLES	*	FOR
ST. CLAIR WAYSON	*	ANNE ARUNDEL COUNTY
	*	NO. 15,715 EQUITY

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. Your petitioner, having been duly appointed Conservator for Charles St. Clair Wayson reports that upon his assuming Conservatorship, his ward's cash assets consist of the following:

Annapolis Federal Savings & Loan Assoc.
Savings account No. 6889 - $6,280.71 ✓

First Federal Savings & Loan Assoc.
Savings account No. 8947 - $7,600.22 ✓

Capital City Building and Loan Assoc.
Savings account No. 2499 - $4,177.84 ✓

Workingmen's Bldg. & Loan Assoc, Inc.
Savings account No. 347 - $9,000.00 ✓

Maryland National Bank - Checking
Account - $ 770.78 ✓

The Farmers National Bank of Annapolis
Checking Account - $2,028.66 ✓

2. Your petitioner's ward, being unable to care for his own personal needs, has been residing in Bay Manor Nursing Home, Revell Highway, Annapolis, Maryland, and his room and board amounts to Two Hundred and Forty Dollars ($240) per month. It appears unlikely, in view of the ward's advanced age, that his physical condition will permit his return to his home.

3. Said ward is owner in fee simple of certain real estate improved by a dwelling located at 605 First Street, Annapolis, Maryland which was purchased in 1959 for the sum

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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of Thirteen Thousand Five Hundred Dollars ($13,500.00).

4. The home is standing vacant and your petitioner believes that it would be to the best advantage of his ward that the real estate be sold and the proceeds invested in order to insure said ward's permanent welfare during his declining years.

WHEREFORE: The premises considered, your petitioner prays this Honorable Court to allow him to have the property appraised and to give testimony relative to its value to the end that this Honorable Court may see fit to authorize the sale of the real estate and invest in the proceeds for the benefit of Charles St. Clair Wayson.

Respectfully submitted,

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs, Conservator
for Charles St. Clair Wayson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of November, 1963, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EUGENE M. CHILDS, Conservator for Charles St. Clair Wayson, and made oath in due form of law that the matters set forth in the aforegoing Petition are true, to the best of his knowledge and belief.

WITNESS my hand and seal Notarial.

Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 163 PAGE 7

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF CHARLES	*	FOR
ST. CLAIR WAYSON	*	ANNE ARUNDEL COUNTY
	*	NO. EQUITY

* * * * * *

ORDER

ORDERED this 6th day of November, 1963, by the Circuit Court for Anne Arundel County in Equity, that Eugene M. Childs, Conservator for Charles St. Clair Wayson, be, and he is hereby authorized to have the real estate of his ward appraised and to take testimony concerning the value and the advisability of selling the same.

George Sachse
JUDGE

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IN THE MATTER OF THE	*	IN
PETITION OF CHARLES	*	THE CIRCUIT COURT
ST. CLAIR WAYSON	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO.15,715 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONER

April 8, 1964

Present:

Mr. Eugene M. Childs, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Maurice C. Ogle, pages 2 - 3.

Walter S. Blackmer, Jr., pages 4 - 5.

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

(Mr. Childs)

1 State your name and address, please.

A Maurice C. Ogle, my address is 192 Duke of Gloucester St., Annapolis, Maryland.

2 What is your occupation?

A I'm a professional real estate appraiser.

3 How long have you been so engaged?

A For seventeen years.

4 And are you familiar with the values of property in the Annapolis area?

A Yes, sir, I am.

5 Have you bought and sold property in the Annapolis area?

A Yes, I have.

6 Now, at my request did you have occasion to view the property belonging to Charles St. Clair Wayson, which is located at 605 First Street, Annapolis, Maryland?

A Yes, I viewed that property.

7 And did you form an opinion as to its value?

A Yes, sir, I did.

8 And what is your opinion?

A It's my opinion that the value of the subject property is Thirteen Thousand Five Hundred Dollars in fee simple.

9 Now, how did you arrive at that conclusion?

A Well, I inspected the property and I found the situation to be, the lot is a size 52 x 125, the improvement is a one story frame bungalow with full basement, having three bedrooms, living room, dining room, kitchen and bath, hot water oil heat,

radiators, it's a typical house in the neighborhood. And values and sales in the neighborhood indicate to me that Thirteen Five was the fair market value of the property.

10 Did you also check the deed whereby Mr. Wayson acquired the property?

A Yes, I did.

11 And that indicated the same price, did it not?

A That's right, and this is only a few years prior to the appraisal.

(Mr. Klawans)

12 When did you make your inspection and appraisal?

A It was approximately four months ago.

(Mr. Childs)

13 In your opinion, would the values change greatly in that time?

A No, I have no reason to believe that values in that particular neighborhood would greatly change since I made my initial inspection of the property.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature [signature]

WALTER S. BLACKMER, JR., a witness of lawful age being first duly sworn, deposes and says:

(Mr. Childs)

1 Will you state your name and address, please?

A Walter S. Blackmer, Jr.

2 And what is your occupation?

A I'm a real estate appraiser.

3 And how long have you been engaged in appraisal business?

A For the past ten years.

4 And who have you worked for in that period of time?

A M. C. Ogle, and nine years with the State Roads Commission.

5 While you were with the State Roads Commission did you have occasion to appraise property?

A I appraised and negotiated, both.

6 And do you feel that you are familiar with property values in the Annapolis area?

A I am reasonably familiar with the property values.

7 Now, at my request, did you inspect the property known as 605 First Street, Annapolis, Maryland, for the purpose of making an appraisal?

A I did.

8 And when was that, approximately?

A It was the same date that Mr. Ogle did, about four months ago.

9 Have you come to an opinion, or a conclusion, as to value of the property would be, fair market value?

A Thirteen Thousand Five Hundred Dollars.

10 And is that, in your opinion, consistent with similar sales of similar property in the neighborhood?

A During the investigation we found that that was the market

value in that neighborhood for that kind of property.

11 Now, you heard Mr. Ogle describe the property, does that, to your recollection, represent a proper description of the subject property?

A That is exactly it.

(Mr. Klawans)

The Court will be requested to permit the sale of the property at either public or private sale.

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 Walter S Bradbury Jr

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

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

Witness my hand and seal this 30th day of April, 1964.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $25.00

I.H. $10.00

LIBER 163 PAGE 15

IN THE MATTER OF THE	*	IN
PETITION OF CHARLES	*	THE CIRCUIT COURT
ST. CLAIR WAYSON	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 15,715 - Equity

* * *

ADDITIONAL TESTIMONY ON BEHALF OF PETITIONER

May 21, 1964

PRESENT:

Eugene M. Childs, Esq., Solicitor for Petitioner

Emanuel Klawans, Esq., Court Examiner and Master

Audrey C. Geregitano, Court Stenographer

WITNESS:

Eugene M. Childs, Esq., Pages 2 - 3

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/c

EUGENE M. CHILDS, a witness of lawful age, having been first duly sworn, deposes and says:

My name is Eugene M. Childs. I am a lawyer and my address is 192 Duke of Gloucester Street, Annapolis, Maryland. I have represented Mr. Charles St. Clair Wayson, Petitioner, since about the year 1950, and assisted him and his wife when they purchased the real estate which is the subject of the instant proceedings. Mrs. Wayson has since died and Mr. Wayson, who is approximately 85 years old, was unable to continue to live in his home alone because of advancing age. He would sometimes be found walking alone on the streets of Annapolis in somewhat of a daze, not knowing where he was, sometimes being found late at night on the street. His daughter, Mrs. Brashears, who lives nearby, became increasingly worried concerning her father's safety. She, as well, was unable to take care of him and his daughter, Mrs. Gannaway, who teaches school in Davidsonville, was unable, also, to take care of her father. For this reason, we found it advisable to have Mr. Wayson placed in a nursing home. He has been in Bay Manor Nursing Home for approximately a year and his board there is $240.00 per month. The house, therefore, is of no use to Mr. Wayson and because of his advancing age, we see very little prospect of his ever being able to come back and use it as a home. I believe, developed on similar experience of persons of like age, that he is presently suffering from arteriosclerosis and therefore, prognosis for his improvement would be very poor.

I therefore feel that it would be to the advantage of all parties concerned, and especially Mr. Wayson, that the

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property be sold and the proceeds placed in a savings account where it could be drawing interest for the benefit of Mr. Wayson, although he has ample cash for the foreseeable future. It may be that should he live long enough, it will be absolutely necessary that the money from the sale of the property be used for his own benefit, wherever he may be. For this reason, I feel that it would be to his distinct advantage if the Court were to pass an order permitting the real estate to be sold.

(MR. KLAWANS)

1 Who is occupying the house now?

A No one at the present.

2 And is the house deteriorating or likely to do so?

A I think the house is likely to deteriorate with no one living there. As a matter of fact, I'd like the Court to permit me to do some minor exterior painting in order to improve the appearance of the house because that way I think it would bring a better market price than in its present state.

3 He has no children who are likely to want to live in this house?

A No, sir. Both Mrs. Gannaway and Mrs. Brashears have homes of their own. Mrs. Brashears lives nearby in Eastport and, as I say, Mrs. Gannaway in Davidsonville. Mr. Wayson did have a son but he died several years ago, and the only children are the two daughters.

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 Eugene M. Childs

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 24 day of June 1964.

_____ (SEAL)
Emanuel Klawans, Examiner

No charge

A.G. $3.00- Paid

IN THE MATTER OF THE PETITION : No. 15,715 Equity

OF CHARLES ST. CLAIR WAYSON. : Circuit Court for Anne Arundel County.

REPORT OF EXAMINER-MASTER

The Conservator for Charles St. Clair Wayson files ex parte petition for leave to sell the real estate of the latter and to invest its proceeds.

Eugene M. Childs, the Conservator, testifies that Mr. Wayson owns his home at 605 First Street, Annapolis, Maryland. Mr. Wayson is 85 years of age, and lives in a nursing home because in need of care, and because of his age and condition there is little likelihood that he will live in his house again. He is a widower. His children have homes of their own. Nobody occupies the house. It is deteriorating. The Conservator desires permission of Court to do some exterior painting, and to sell the house and place the proceeds in interest bearing savings account. The proceeds may in future be needed for Mr. Wayson's expenses of $240 per month.

Maurice C. Ogle, and Walter S. Blackmer, Jr., real estate appraisers by profession, appraise the realty at $13,500 in fee simple.

5/13/64 Testimony of appraisers was filed.

6/24/64 Testimony of Mr. Childs was filed. The case is ready for decree. The decree herewith submitted is recommended.

Master in Chancery

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IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF CHARLES	*	FOR
ST. CLAIR WAYSON	*	ANNE ARUNDEL COUNTY
	*	NO. 15,715 EQUITY

* * * * * * * * *

DECREE

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

It appearing to the satisfaction of the Court that the best advantage of the Ward will be served by the passage of the following Order, it is therefore this 24th day of June, 1964, by the Circuit Court for Anne Arundel County in Equity,

ADJUDGED, ORDERED and DECREED that the real property mentioned in these proceedings be sold at public or private sale, and if at private sale, for not less than the appraised value as determined by the appraisers in their testimony herein, and the Conservator, Eugene M. Childs, be, and he is hereby authorized and empowered to make said sale and the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court an additional bond to the State of Maryland executed by himself and a surety or sureties to be approved by the Clerk of this Court in the penalty of Thirteen Thousand Five Hundred Dollars ($13,500.00) conditioned upon the faithful performance of the trust in him reposed by this Decree, or to be reposed in him by any further Order or

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Decree in these premises. He shall then, should he see fit, obtain at least two bids for any outside painting of the premises he may deem necessary and shall authorize said painting to be done by the lowest responsible bidder, the cost of which shall be charged against the sales price; he shall then proceed to make said sale and if at public sale, by giving at least three weeks notice by advertisement of the time, place and terms of sale in some newspaper published in Anne Arundel County, and such other notice as he may think proper, the terms of which sale shall be as follows: a deposit of ten per cent (10%) of the amount of the purchase money shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Honorable Court or all cash at the option of the purchaser. Any deferred payment shall bear interest from the date of sale at the rate of six per cent (6%) per annum.

And as soon as may be convenient after said sale, the Conservator shall return to this Court a full and particular account of the sale with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court and on the payment of the whole purchase money, and not before, the Conservator, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser of such property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from, or under them, or any of them.

And the said Conservator shall bring into this Court the money arising from said sale, to be distributed

3

under the direction of this Court, after deducting therefrom the cost of this suit and such commissions to the said Conservator as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Judge

GLOBE INDEMNITY COMPANY

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

LIBER 163 PAGE 24

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

Bond No. 449760

Equity #15,715

BOOK 12 PAGE 485

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Eugene M. Childs, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirteen Thousand, Five Hundred and 00/100 Dollars ($13,500.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 19th day of August, 1964.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled "in the matter of the Petition of Charles St. Clair Wayson" dated June 24, 1964, Eugene M. Childs, Conservator, was authorized to make sale of the property described in said proceedings, and the said Eugene M. Childs, Conservator, is about to execute said power and make sale of the property described in said proceedings.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden does and shall well and faithfully abide by and fulfill any Order or Decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

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

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Ethel M. Carle

Bond approved this 19 day of August, 1964

Louis N. Phipps, Clerk

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LIBER 163 PAGE 25

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF	*	FOR
CHARLES ST. CLAIR WAYSON	*	ANNE ARUNDEL COUNTY
	*	NO. 15,715 EQUITY

****

PETITION TO RATIFY SALE

TO THE HONORABLE JUDGES OF SAID COURT:

The petition of Eugene M. Childs, Conservator for Charles St. Clair Wayson, respectfully shows;

1. That upon being authorized to attempt to sell the real estate of his Ward pursuant to the Decree of this Honorable Court, dated the 24th of June, 1964, this Petitioner contacted Glenn A. Tomlinson and Joyce A. Tomlinson, his wife, who agreed to purchase the property, the subject of these proceedings, for the sum of Thirteen Thousand five hundred Dollars ($13,500.00) less an allowance for the reasonable cost of one coat of paint on the exterior woodwork of the house.

2. This Petitioner has determined that the reasonable cost of painting the woodwork on the outside of the house would be Two Hundred and Fifty Dollars ($250.00), therefore proposes to sell said real estate to the Tomlinsons for the sum of Thirteen Thousand Two Hundred and Fifty Dollars ($13,250.00) should this Honorable Court approve.

3. Accordingly the Petitioner has entered into a contract with said Tomlinsons conditioned upon the approval of the Honorable Court and likewise conditioned upon the purchasers obtaining an FHA Mortgage for Twelve Thousand Five Hundred Dollars($12,500.00) on the subject property.

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CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Photostatic copy of the Contract of Sale is attached hereto and is prayed to be taken a part hereto and marked "Petitioner's Exhibit No. 1."

4. Your Petitioner further states sale was made without expense of advertising and without the intervention of a real estate broker. Therefore, he believes that the price is a reasonable one under the circumstances and it will be to the best advantage of his Ward to have the sale ratified.

WHEREFORE THE PREMISES CONSIDERED, YOUR PETITIONER PRAYS:

1. That your Honors may authorize your Petitioner to publish an Order Nisi in these presents, giving notice to all persons concerned and directing them to show cause, if any they may have, why contract should not be ratified.

2. In the event that no cause is shown within the allotted time, the contract may be ratified by this Honorable Court.

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

Respectfully submitted,

Eugene M. Childs

Eugene M. Childs
Conservator for
Charles St. Clair Wayson

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21ST day of AUGUST, 1964, before me, a Notary Public of the State and County aforesaid, personally appeard Eugene M. Childs, Conservator for Charles St. Clair Wayson, made oath in due form of law that the matters contained in the foregoing petition are true.

WITNESS my hand and seal Notarial.

Mildred Ann Ball

Mildred Ann Ball, Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

CONTRACT OF SALE—Form 28.

LIBER 163 PAGE 28

THIS AGREEMENT, Made this 12th day of AUGUST

nineteen hundred and SIXTY FOUR, between

EUGENE M. CHILDS, CONSERVATOR FOR CHARLES ST. C. WAYSON

of the first part AND GLENN A TOMLINSON AND JOYCE A TOMLINSON HIS WIFE 5210 WESTFIELD DRIVE EXON HILL, MD.

of the second part.

Witnesseth, that the said party of the first part does 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 CITY OF ANNAPOLIS, MD KNOWN AS 605 FIRST ST. (EASTPORT)

At and for the price of THIRTEEN THOUSAND FIVE HUNDRED ——— Dollars,

of which ONE HUNDRED ——— Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: CASH AT TIME OF SETTLEMENT WHICH WILL BE WITHIN 60 DAYS FROM DATE. SUBJECT TO APPROVAL OF CIRCUIT COURT FOR A. A. COUNTY SUBJECT TO $12,500 MORTGAGE BEING APPROVED THROUGH F.H.A.

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 INSURANCE AND PUBLIC CHARGES

to be paid or allowed for by the Vendor to DATE ~~, nineteen hundred and~~ OF SETTLEMENT.

[redacted].

ALLOWANCE FOR THE REASONABLE COST OF ONE COAT OF PAINT ON OUTSIDE WOOD WORK WILL BE MADE TO PURCHASERS, SHOULD THEY REQUEST, AND THE COURT ALLOW IT. DAMAGE TO PLUMBING OR HEATING SYSTEM, IF ANY TO BE BORNE BY SELLER.

Witness our hands and seals.

TEST:

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Eugene M. Childs [SEAL]

Conservator [SEAL]

Glenn A. Tomlinson [SEAL]

Joyce A. Tomlinson [SEAL]

PETITIONER'S EXHIBIT NO. 1

9.

LIBER 163 PAGE 29

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
PETITION OF	*	FOR
CHARLES ST. CLAIR WAYSON	*	ANNE ARUNDEL COUNTY
	*	NO. 15,715 EQUITY

****

ORDER

ORDERED this 3rd day of September, 1964, by the Circuit Court for Anne Arundel County in Equity, that the Clerk issue an Order Nisi in these presents giving notice to all persons concerned, directing them to show cause, if any they may have on or before thirty (30) days from publication of said Order why the contract filed in these presents should not be ratified.

Judge

FILED

1964 SEP -3 PM 4:13

9A

ORDER NISI

IN THE MATTER OF THE PETITION

OF CHARLES ST. CLAIR WAYSON

~~versus~~

LIBER 163 PAGE 30

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,715 Equity

Ordered, this 4th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Conservator

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of October next.

The report states that the amount of sale was $ 13,250.00

Louis N Phipps Clerk.

True Copy,
Eugene M. Childs, Atty.

TEST: Clerk.

For the Evening Capital (Sept. 5, Edition)

(Final Order)

IN THE MATTER OF THE PETITION OF

CHARLES ST. CLAIR WAYSON

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of October, 19 64 that the sale made and reported by the Conservator 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 Conservator allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

C Burn Duckett
JUDGE.

FILED
1964 OCT -9 PM 12: 17

30

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 15,715 Equity

In the Matter of the Petition of CHARLES ST. CLAIR WAYSON

Ordered, this 4th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Conservator BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of October next.

The report states that the amount of sale was $13,250.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-26

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 31

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 28, 1964

We hereby certify, that the annexed Order Nisi Sale Eq 15 715 Charles St Clair Wayson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of October, 1964. The first insertion being made the 5th day of September, 1964

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 2952

FILED
1964 SEP 28 PM 3:17

31

LIBER 163 PAGE 32

IN THE MATTER OF	*	IN THE CIRCUIT COURT FOR
THE PETITION OF	*	ANNE ARUNDEL COUNTY
CHARLES ST. CLAIR WAYSON	*	NO. 15,715 EQUITY

* * * * *

PETITION TO BE RELIEVED AS CONSERVATOR

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eugene M. Childs, respectfully represents unto your Honors:

First: That he has been appointed Associate Judge of the Fifth Judicial Circuit of Maryland and is due to assume his duties as such on July 1, 1965.

Second: That he has filed his final account under Rule 20 in these premises and the same is now pending ratification.

Third: That owing to Mr. Wayson's advanced age it is impossible for him to manage his own affairs and it therefore would be necessary to appoint a new conservator in your petitioner's place. Your petitioner suggests that your Honors may appoint LeRoy Bald who is familiar with prior transactions in this cause and who has no other personal interest in the case.

TO THE END, THEREFORE:

(a) That your petitioner may be relieved of his duties as conservator of Charles St. Clair Wayson.

(b) That a new conservator may be appointed in your petitioner's place.

Respectfully submitted.

Eugene M. Childs

Eugene M. Childs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED

1965 JUN 16 AM 9:47

LIBER 163 PAGE 33

IN THE MATTER OF	*	IN THE CIRCUIT COURT FOR
THE PETITION OF	*	ANNE ARUNDEL COUNTY
CHARLES ST. CLAIR WAYSON	*	NO. 15,715 EQUITY

* * * * * * *

ORDER

ORDERED this 16th day of June, 1965, on the aforegoing Petition that upon ratification of the final account under Rule 20 of Eugene M. Childs, that the said conservator be, and he is hereby, relieved of his duties as conservator for Charles St. Clair Wayson, and it is hereby ADJUDGED, ORDERED and DECREED, that LeRoy Bald be, and he is hereby, appointed substitute conservator of Charles St. Clair Wayson, with all the powers and duties heretofore vested in Eugene M. Childs, but before he shall assume control of any of the assets belonging to his ward, he shall present corporate bond in the penalty of Thirty Thousand ($30,000.00) - - dollars conditioned upon the faithful performance of the trust in him imposed, which bond shall be approved by the Clerk of the Circuit Court for Anne Arundel County.

George Sachse
JUDGE

FILED
1965 JUN 16 PM 1:35

LIBER 13 PAGE 196

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 163 PAGE 34

No 15,715 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, LEROY BALD,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FORTY THOUSAND AND NO/100 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 29th day of June in the year of our Lord one thousand nine hundred and Sixty-five.

WHEREAS, the above bounden LeRoy Bald by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed ~~Trustee to sell~~ SUBSTITUTE CONSERVATOR,

mentioned in the proceedings in the case of In The Matter of The Petition of Charles St. Clair Wayson - No. 15,715 Equity

vs:

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden ---- LeRoy Bald -----

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

Signed, sealed and delivered in the presence of:

LeRoy Bald (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Ethel M. Carle *As to Surety*

By John H. Hopkins, IV *Attorney-in-Fact*

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

Bond approved this 30 day of June, 1965

Louis M. Phipps, Clerk

FILED

1965 JUN 30 AM 10:58

34

LIBER 163 PAGE 35

In the Case of

IN THE MATTER OF THE PETITION OF
CHARLES ST. CLAIR WAYSON

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,715 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.

All of which is respectfully submitted.

June 24, 1965

John H. Hopkins, IV, Auditor.

FILED
1965 JUN 24 PM 4:05

FINAL ORDER

ORDERED BY THE COURT, this 12th 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 R. Phipps
Clerk
Per: R. E. Lindsay, deputy

FILED
1965 JUL 12 PM 3:01

Dr. IN THE MATTER OF THE PETITION OF CHARLES ST. CLAIR WAYSON

In Acct. with Eugene M. Childs, Conservator

Cr.

Corpus Receipts, viz;							
Cash - shwon by Rule 20 Report to 6/30/64	29,325	35	29,325	35		
1964, December 3							
Proceeds of Sale of 605 First Street, Annapolis	13,500	00				
Refund 1964 County taxes 12/3/64 to 12/31/64	12	32				
Refund 1964 City taxes 12/3/64 to 6/30/65	54	81	13,567	13		
Income Receipts, viz:							
Social Security payments	924	00				
Interest - Workingmen's Bldg. & Loan Assn.	403	64				
" - Annapolis Federal Savings & Loan Assn.	213	31				
" - Capital City Federal Savings & Loan Assn.	79	56				
" - First Federal Saving & Loan Assn.	277	95				
E. Churchill Murray, insurance refund	12	00	1,910	46		
					44,802	94
To Conservator for fee and Commissions, viz:							
Counsel fee - Court order 6/17/65	500	00				
Income 7/3/63 to 6/30/64 - 6% of $3,234.34	194	06				
Income 7/1/64 to 6/10/65 - 6% of $1,910.46	114	63				
Corpus 7/3/63 to 6/30/64 - $\frac{1}{4}$ of 1% of $42,825.35	107	06				
Corpus 7/1/64 to 6/10/65 - $\frac{1}{4}$ of 1% of $39,350.00	98	38				
Commission - sale of Real Estate $13,500.00	435	00	1,449	13		
To Conservator for Court Costs, Viz;							
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	66	75				
Emanuel Klawans - examiners fee	25	00				
Auditor - Rule 20 Report to 6/30/64	12	00				
Auditor - stating this account	50	00	163	75		

To Conservator for expenses, viz:					
Bay Manor Nursing Home - board for ward	2,183	00			
Knollwood Manor, Inc. - board etc. for ward	621	00			
Carville's Pharmacy - drugs for ward	195	00			
1964 City of Annapolis taxes - 7/1/64 to 6/30/65	95	02			
Parker Welding Co. - 605 First Street	6	00			
Family Shoe Store - shoes for ward	3	55			
Capital Gazette Press - Order nisi, sale	15	00			
Massachusetts Mutual Life Ins.Co. - ins. premium	136	35			
Glen A. Tomlinson - repairs, 605 First Street	162	32			
Dr. Ray M. Smith - medical services	38	00			
Dr. H. Logan Holtgreve - medical services	10	00			
Anne Arundel General Hospital - lab. test	10	00			
One-half cost documentary stamps - sale	22	28			
Allowance for painting - 605 First Street	250	00			
Water rent - adjusted, 605 First Street	4	17			
1% Finance fee - FHA Loan - 605 First Street	125	00			
Miscellaneous Notary fees	2	00	3,878	69	
To LeRoy Bald, Substitute Conservator, this balance	39,311	37	39,311	37	
					44,802 94

MARY R. O'MEARA, Widow Crownsville, Maryland	*	NO. 17083 EQUITY
Plaintiff	*	IN THE
VS		
	*	CIRCUIT COURT
DAVID J. WALTON 1313 H Street, N. W. Washington, D. C. and all persons having or claiming to have any interest in property known as Lot 26, Block 37, Section E, Amended Plat of Herald Harbor, Anne Arundel County, Maryland,	*	FOR
	*	ANNE ARUNDEL COUNTY
And	*	
H. R. HOWENSTEIN COMPANY 1627 16th Street, N. W. Apartment 21 Washington, D. C., its successors and assigns, surviving directors and/or stockholders thereof and all persons having or claiming to have any interest in property known as Lot 25, Block 37, Section E, Amended Plat of Herald Harbor, Anne Arundel County, Maryland.	*	
Defendants	*	

* * * * *

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Mary R. O'Meara, Widow, by William W. Townshend, Jr. and William E. Kirk, her attorneys, respectfully shows:

1. That on February 18, 1965 the Certificates of Tax Sale, attached hereto, pertaining to Lot 26 Block 37, Section E, Amended Plat of Herald Harbor, and marked "Plaintiff's Exhibit No. 1" and pertaining to Lot 25, Block 37, Section E, Amended Plat of Herald Harbor, and marked "Plaintiff's Exhibit No. 2," were issued by Charles G. Smith, Controller and Collector of Taxes for the State

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1965 MAR 17 AM 11:20

of Maryland and Anne Arundel County, to the County Executive of Anne Arundel County, which certificates have been assigned to the Plaintiff herein and is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate marked "Exhibit No. 1" is described as follows:

> Certificate No. 3230-B - Lot of ground in the Second Election District of Anne Arundel County, described as Lot 26 Block 37 as shown on the plat of Herald Harbor,

which lot, at the time of the tax sale, was assessed to David J. Walton and was conveyed to David J. Walton, in fee simple, by deed dated November 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 Folio 274; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 14, 1935 was Seventeen Dollars and Eighty-one Cents ($17.81).

3. That the description of the property as the same appeared upon the Tax Rolls of the Treasurer of Anne Arundel County for the Second Election District on the day of the sale was:

> David J. Walton
> 1313 H Street, N. W.
> Washington, D. C.
> Lot 26 Block 37
> Herald Harbor

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County, the title to said Lot 26, Block 37, Section E, Amended Plat of Herald Harbor was vested in the name of David J. Walton at the time of the tax sale and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 2810.

2

5. That the property mentioned in said Certificate, marked "Exhibit No. 2" is described as follows:

> Certificate No. 3231-B - Lot of ground in the Second Election District of Anne Arundel County, described as Lot 25 Block 37, Amended Map Section E on plat of Herald Harbor,

which lot, at the time of the tax sale, was assessed to H. R. Howenstein Company and was conveyed to H. R. Howenstein Company, in fee simple, by deed dated November 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 Folio 273; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held July 24, 1934 was Twenty Seven Dollars ($27.00).

6. That the description of the property as the same appeared upon the Tax Rolls of the Treasurer of Anne Arundel County for the Second Election District on the day of the sale was:

> H.R. Howenstein Co.
> 1627-16th Street N.W.
> Apt. 21
> Washington, D. C.
> Lot 25 Blk 37
> Herald Harbor

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

7. That according to the Equity, Law and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County, the title to said Lot 25, Block 37, Section E, Amended Plat of Herald Harbor was vested in the name of H. R. Howenstein Company at the time of the tax sale and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 2039.

8. That the County Commissioners of Anne Arundel County conveyed said Lots 25 & 26, Block 37, Section E, Amended Plat of Herald Harbor to Harry D. O'Meara and Mary R. O'Meara, his wife, by deed dated October 29, 1943 and recorded among the Land Records

of Anne Arundel County in Liber J.H.H. No. 291 Folio 292, the said Harry D. O'Meara having since departed this life, and the Certificates of Tax Sale were assigned to the Plaintiff by the County Executive for Anne Arundel County, as aforesaid.

9. That the aforesaid lots of ground have not been redeemed by any party in interest, although, more than one year and one day from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely Article 81, Sections 97 to 123 of the Annotated Code of Maryland (1957 Edition as amended).

10. That it appears that the Defendants herein, according to the assessment records, are non-residents of the State of Maryland, and therefore your Complainant prays for process directed to the aforesaid non-residents, at the last known address above set forth, as the address of said non-resident Defendants.

11. The amount necessary for the redemption of the above entitled property is as follows:

David J. Walton, Certificate No. 3230-B - $17.81

H. R. Howenstein Co., Certificate No. 3231-B - $27.00

which are the amounts paid for said property, as the same appears on the Certificates of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all improvements, taxes, interest and penalties paid by the Plaintiff or her predecessors in title herein, subsequent to the date of sale of said property under the Provisions of the Acts of 1943 aforesaid, as amended.

12. That the Plaintiff prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

TO THE END, THEREFORE:

(a) That this Court pass a final decree foreclosing

all the rights of redemption of the Defendants herein, in and to the aforesaid Lots 25 & 26, Block 37, Section E, as shown on the Amended Plat of Herald Harbor recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 14.

(b) That the Court pass a final decree whereby there will be vested in the Plaintiff an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor by some certain day to be fixed by the Clerk of Court and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

Mary R. O'Meara
Mary R. O'Meara

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

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

I HEREBY CERTIFY, that on this 15th day of March, 1965, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY R. O'MEARA, Widow, Plaintiff, and she made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true

to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Samuel Batten Co.
Notary Public
Com Expires 5-3-65

Duplicate of Case # 2870

No. 3230-B CERTIFICATE OF TAX SALE -

Successor to C. Albert Hodges

I, Charles G. Smith, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A.A. Co. Comm. at public auction for the sum of 17.81 Dollars and _____ Cents, of which 17.81 Dollars has been paid as a deposit on the property in Dist 2 described as Lot 26 Block 37 as shown on the plat of Herald Harbor

and assessed to David J. Walton

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1936, 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 18th day of February 1965

Charles G. Smith
Controller ~~Collector~~.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18th day of ~~October~~ Feb., 1965, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Charles G. Smith, ~~Treasurer and~~ Controller Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lossing
Notary Public.

My Commission Expires May 3, 1965

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1965 MAR 17 AM 11:20

"Plaintiff's Exhibit No. 1"

7

LIBER 163 PAGE 44 ASSIGNMENT

WHEREAS, the Collector of Taxes for the State of Maryland and Anne Arundel County sold the lot described in Certificate of Tax Sale No. 3230-B on the reverse side hereof to the Anne Arundel County Commissioners in Tax Sale Proceedings No. 2870 on October 14, 1935, and

WHEREAS, the County Commissioners of Anne Arundel County conveyed said property to Harry D. O'Meara and Mary R. O'Meara by deed dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 291 Folio 292, and

WHEREAS, the said Mary R. O'Meara, Widow, desires to foreclose the equity of redemption therein held by David J. Walton, and

WHEREAS, since the date of purchase the Anne Arundel County Commissioners have been succeeded by the Anne Arundel County Executive.

NOW, THEREFORE, for value received, the County Executive for Anne Arundel County does hereby assign Tax Certificate No. 3230-B unto Mary R. O'Meara, Widow, this 9th day of March, 1965.

WITNESS:

COUNTY OF ANNE ARUNDEL

By: Joseph W. Alton, Jr.
County Executive

Approved by Law Department:

By:

Duplicate of Case # 2039

Nº 3231-B CERTIFICATE OF TAX SALE

LIBER 163 PAGE 45

I, Charles G. Smith, Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 24, 1934, I sold to A.A. Co. Comm. at public auction for the sum of 27.00 Dollars and ..... Cents, of which 27.00 Dollars has been paid as a deposit on the property in Dist 2 described as: All that lot or parcel of ground and Improvements lying in the Second Election District of Anne Arundel County, Lot 25, Block 37, amended map section E on plat of Herald Harbor and assessed to H. R. Hovenstein Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 25, 1935, 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 18th day of February 1965

Charles G. Smith
Controller ~~Collector~~.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 18th day of ~~October,~~ February 1965, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Charles G. Smith, Controller ~~Treasurer and~~ Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 3, 1965

"Plaintiff's Exhibit No. 2"

7

LIBER 193 PAGE 46

ASSIGNMENT

WHEREAS, the Collector of Taxes for the State of Maryland and Anne Arundel County sold the lot described in Certificate of Tax Sale No. 3231-B on the reverse side hereof to the Anne Arundel County Commissioners in Tax Sale Proceedings No. 2039 on July 24, 1934, and

WHEREAS, the County Commissioners of Anne Arundel County conveyed said property to Harry D. O'Meara and Mary R. O'Meara by deed dated October 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 291 Folio 292, and

WHEREAS, the said Mary R. O'Meara, Widow, desires to foreclose the equity of redemption therein held by H. R. Howenstein Co., and

WHEREAS, since the date of purchase the Anne Arundel County Commissioners have been succeeded by the Anne Arundel County Executive.

NOW, THEREFORE, for value received, the County Executive for Anne Arundel County does hereby assign Tax Certificate No. 3231-B unto Mary R. O'Meara, Widow, this 9th day of March 1965.

WITNESS:

John W Bowen

COUNTY OF ANNE ARUNDEL

By: Joseph W. Alton, Jr.
County Executive

Approved by Law Department:

By: Joseph W. Alton

MARY R. O'MEARA, Widow Crownsville, Maryland	*	NO. 17,083 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
DAVID J. WALTON 1313 H Street, N. W. Washington, D. C., and all persons having or claiming to have any interest in property known as Lot 26, Block 37, Section E, Amended Plat of Herald Harbor, Anne Arundel County, Maryland,	*	FOR
	*	ANNE ARUNDEL COUNTY
And	*	
H. R. HOWENSTEIN COMPANY 1627 16th Street, N. W. Apartment 21 Washington, D. C., its successors and assigns, surviving directors and/or stockholders thereof and all persons having or claiming to have any interest in property known as Lot 25, Block 37, Section E, Amended Plat of Herald Harbor, Anne Arundel County, Maryland.	*	
Defendants	*	

* * * * *

ORDER OF PUBLICATION

This is to give notice that on the 17th day of March, 1965, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendants whose last known addresses were as shown in the above heading. The petition alleges in substance that the Defendant, David J. Walton, owned certain property in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot 26, Block 37, Section E, as shown on the Amended Plat of Herald Harbor, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 14, the fee simple title to which he obtained by deed dated November 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 Folio 274; and that the

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1965 MAR 17 AM 11:20

Defendant, H. R. Howenstein Company, owned certain property in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot 25, Block 37, Section E, as shown on the Amended Plat of Herald Harbor, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 14, the fee simple title to which it obtained by deed dated November 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 Folio 273; that the Collector of Taxes and Treasurer of Anne Arundel County sold said properties in tax sale proceedings No. 2810 on October 14, 1935 and proceedings No. 2039 on July 24, 1934, respectively, to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to the Plaintiff by deed dated October 29, 1943 and recorded among the aforesaid Land Records in Liber J.H.H. No. 291 Folio 292; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said properties; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendants is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale.

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendants herein in and to the aforesaid Lots Nos. 25 & 26, Block 37, Section E, as shown on the Amended Plat of Herald Harbor and vesting in the Plaintiff an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 17th day of March, 1965 that the Petitioner cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four suc-

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cessive weeks, before the 27th day of May, 1965 giving notice to the said non-resident Defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 27th day of May 1965 why a decree should not be passed as prayed.

Grace N. Phillips
Clerk

Copy of Order of Publication received this 11 day of March, 1965, for Maryland Gazette.

PER: [illegible]

13

LIBER 163 PAGE 50

IN TI
CIRCUIT COURT
FOR
ANNE ARUNDEL
COUNTY
NO. 17,083 EQUITY

MARY R. O'MEARA, Widow.
Crownsville, Maryland
Plaintiff

versus

DAVID J. WALTON
1313 H. Street, N.W. Washington, D.C., and all persons having or claiming to have any interest in property known as Lot 26, Block 37, Section E, Amended Plat of Herald Harbor, Anne Arundel County, Maryland

And

H.R. HOWENSTEIN COMPANY
1627 16th Street, N.W. Apartment 21, Washington, D.C., its successors and assigns, surviving directors and/or stockholders thereof and all persons having or claiming to have any interest in property known as Lot 25, Block 37, Section E, Amended Plat of Herald Harbor, Anne Arundel County, Maryland.
Defendants

Order Of Publication

This is to give notice that on the 17th day of March, 1965 a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendants whose last known addresses were as shown in the above heading. The petition alleges in substance that the Defendant, David J. Walton, owned certain property in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot 26, Block 37, Section E, as shown on the Amended Plat of Herald Harbor, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 14, the fee simple title to which he obtained by deed dated November 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 Folio 274; and that the Defendant, H. R. Howenstein Company, owned certain property in the Second Election District of Anne Arundel County, State of Maryland, known and designated as Lot 25, Block 37, Section E, as shown on the Amended Plat of Herald Harbor, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 4, Folio 14, the fee simple title to which it obtained by deed dated November 1, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 62 Folio 273; that the Collector of Taxes and Treasurer of Anne Arundel County sold said properties in tax sale proceedings No. 2810 on October 14 ,1935 and proceedings No. 2039 on July 24, 1934, respectively, to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to the Plaintiff by deed dated October 29, 1943 and recorded among the aforesaid Land Records in Liber

14 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., April 16, 1965

We bereby certify, that the annexed

Order of Publication

No. 17083 Eq.

David J. Walton

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 27th day of May, 1965. The first insertion being made the 25th day of March, 1965.

FILED 1965 APR. 19 - PM 2.19

THE CAPITAL-GAZETTE PRESS, INC.

PM 2: 19

By H. Tilghman

J.H.H. No. 291 Folio 292; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said properties; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendants is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale.

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendants herein and to the aforesaid Lots Nos. 25 & 26, Block 37, Section E, as shown on the Amended Plat of Herald Harbor and vesting in the Plaintiff an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 17th day of March, 1965 that the Petitioner cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 27th day of May, 1965, giving notice to the said non-resident Defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 27th day of May, 1965 why a decree should not be passed as prayed.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-15

CERTIFIED
No. 156925
MAIL

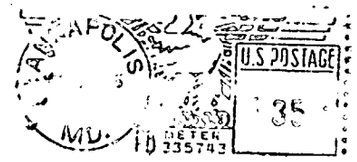
RETURN RECEIPT REQUESTED

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

ADDRESSEE UNKNOWN

506

H. R. Howenstein Company
1627 16th Street, N. W.
Apartment 21
Washington, D. C.



David J. Walton
1313 H Street, N. W.
Washington, D. C.

RETURNED TO WRITER

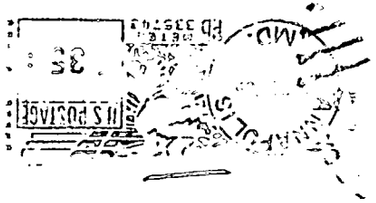
ADDRESSEE UNKNOWN

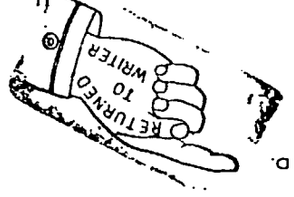
943

RETURN RECEIPT REQUESTED

NOT IN DIRECTORY

CERTIFIED
No. 156924
MAIL





WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

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1965 JUN -2 PM 2:02

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LIBER 163 PAGE 53

STATE OF MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 WEST PRESTON STREET

BALTIMORE, MARYLAND 21201

May 21, 1965

ALBERT W. WARD
DIRECTOR

WILLIAM H. RILEY
CHIEF SUPERVISOR
OF ASSESSMENTS

Mr. William E. Kirk
Towns-Worth Building
South Street
Annapolis, Maryland

Dear Sir:

We are returning herewith your check in the amount of $2.00 sent to cover cost of information relative to H. R. HOWENSTEIN COMPANY.

A check of our files indicates that the above mentioned corporation is not a body corporate of the State of Maryland nor is it a corporation registered of qualified to transact business in this State.

Very truly yours,

By: Elizabeth K. Young

ey
enc.

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WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

WILLIAM E. KIRK
ASSOCIATE

COLONIAL 3-4546

May 19, 1965

Mr. David Walton
2001 Clifton Avenue
Baltimore, Maryland

Dear Mr. Walton:

This office is attempting to locate a David J. Walton and we have noted your name as David Walton. We would appreciate being advised whether you are David J. Walton or know of David J. Walton. If you will kindly make the appropriate notation on this letter and return the same in the enclosed self-addressed envelope, it would be appreciated.

Very truly yours,

William E. Kirk

WEK:ed
enc.

LIBER 163 PAGE 55

Dear Sir

my name is not David J. Walton
I don't have a middle name I
Will be happy to send my birth
station if you want any more proof

Very truly
David Walton

1?

LIBER 163 PAGE 56

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

WILLIAM E. KIRK
ASSOCIATE

COLONIAL 3-4546

May 19, 1965

Mr. D. F. Walton
2403 Homestead Drive
Silver Spring, Maryland

Dear Mr. Walton:

This office is attempting to locate a David J. Walton and we have noted your name as D. F. Walton. We would appreciate being advised whether you are David J. Walton or know of David J. Walton. If you will kindly make the appropriate notation on this letter and return the same in the enclosed self-addressed envelope, it would be appreciated.

Very truly yours,

William E. Kirk

WEK:ed
enc.

The initial "D" is for Delmar. I believe there is a David in this area; we get telephone callers, inquiring to speak with David

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LIBER 163 PAGE 57

MARY R. O'MEARA, Widow	*	NO. 17,083 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
DAVID J. WALTON, etal	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * *

AFFIDAVIT OF EFFORT TO LOCATE RESPONDENTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law, as follows:

1. That a certified letter notice, attached hereto, was mailed to David J. Walton at his last known address, as shown on the tax rolls, namely, 1313 H Street, N. W., Washington, D. C. on March 19, 1965, which was returned.

2. That your affiant checked the following: the Anne Arundel County Telephone Directory, the Baltimore Telephone Directory and the Washington Metropolitan Area Telephone Directory, 1964-65 and found therein two persons listed as D. F. Walton and David Walton.

3. That letters were sent to D. F. Walton and David Walton, the answers to which are attached hereto indicating that they are not David J. Walton, the defendant in these proceedings.

4. That a certified letter notice, attached hereto, was mailed to H. R. Howenstein Company, at its last known address, as shown on the tax rolls, namely, 1627 16th Street, N. W., Apartment 21, Washington, D. C. on March 19, 1965, which was returned.

5. That your affiant checked the following: the Anne Arundel County Telephone Directory, the Baltimore Telephone Directory

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and the Washington Metropolitan Area Telephone Directory, 1964-65 and found no listing under the name of H. R. Howenstein Company.

6. That your affiant checked with the State of Maryland, State Department of Assessments and Taxation as to the corporate status of H. R. Howenstein Company and received certification that no such company existed. Said certification being attached hereto.

William E. Kirk

AS WITNESS my hand and Notarial Seal.

Dorothy P McNew
Notary Public

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LIBER 163 PAGE 59

AFFIDAVIT OF NON-MILITARY SERVICE

Mary R. O'Meara, Widow
Plaintiff
VS
David J. Walton etal
Defendants

* No. 17,083 Equity
In the Circuit Court for
* Anne Arundel County
*

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

I hereby certify that, on this 27th day of March 1965, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, MARY R. O'MEARA, Widow,

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.)
David J. Walton, cannot be located and that the Defendant owned real estate in 1929 and that to the best of her knowledge and belief he is not in the military service of the United States of America; that the defendant, H.R. Howenstein Company, cannot be located, that the Defendant owned real estate in 1934 and that it is believed to be a corporation and not subject to military service of the United States of America.

Mary R. O'Meara
Mary R. O'Meara

~~and is not in the military service of the United States of America.~~

Montgomery County
State of Maryland

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 27th day of March, 1965.

Notarial Seal

Nathaniel G. Miller
Notary Public

My Commission will expire on:

MY COMMISSION EXPIRES
MAY 6, 1965

Filed,

FILED
1965 JUN -2 PM 2:02

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LIBER 163 PAGE 60

MARY R. O'MEARA, Widow,
Plaintiff

vs.

DAVID J. WALTON, etal
Defendants

No. 17,083 ~~DIVORCES~~ - EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, David J. Walton and H. R. Howenstein Company
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 2nd day of ~~May~~ June 1965, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

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1965 JUN -3 AM 9:05

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LIBER 163 PAGE 61

MARY R. O'MEARA, Widow	*	NO. 17,083 EQUITY
Plaintiff		
VS.	*	IN THE CIRCUIT COURT
DAVID J. WALTON etal	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY
*	*	*

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland (1957 Edition), as amended.

It is, thereupon, this 12th day of July, 1965, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> Lot 26, Block 37, Section E on the Plat of Herald Harbor, as Amended, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 14.

and having been sold by the Treasurer of Anne Arundel County on October 14, 1935 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> Lot 25, Block 37, Section E. on the Plat of Herald Harbor, as Amended, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 4 Folio 14.

and having been sold by the Treasurer of Anne Arundel County on July 24, 1934 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

3. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiff.

4. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Controller of Anne Arundel County shall execute a deed conveying said property to the Plaintiff.

5. That the Plaintiff shall pay the costs of this proceeding.

Judge

FILED

1965 JUL 12 AM 10:11

LIBER 163 PAGE 63

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY
c/o J. Calvin Carney, Esq.
3 E. Lexington Street
Baltimore, Maryland 21202

vs.

JAMES R. BARRETT and
EVELYN M. BARRETT, his wife
Severn, Anne Arundel County,
Maryland

Docket ..... Folio .....
Case No. 17,115 Equity
Filed .....

IN THE

Circuit Court

—OF—

ANNE ARUNDEL COUNTY

IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 13th day of September A.D. 1961 the defendants executed and delivered to South Fremont Street Loan and Savings Company of Baltimore City a mortgage upon certain fee simple property in Anne Arundel County, State of Maryland therein described, to secure the payment of the mortgage debt of $6750.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any convenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

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

And as in duty, &c.

J. Calvin Carney
3 E. Lexington Street
Baltimore, Maryland 21202
Attorney for Plaintiff

FILED

1965 MAR 31 AM 10: 14

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE

BOOK 1507 PAGE 504 LIBER 163 PAGE 64

This Mortgage, Made this 13th day of September

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

JAMES R. BARRETT and EVELYN M. BARRETT, his wife,

~~xxxxxx~~ of Anne Arundel County , in the State of Maryland, Mortgagor s, and the

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being member s of the said body corporate Mortgagee

ha ve received therefrom an advance of Sixty-seven Hundred Fifty - (6750.00) - - - - - - - - - - -Dollars

on - - - - Sixty-eight - - - - - (68) - - - - - - - share s of stock, 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 grant unto said Mortgagee

and its successors and assigns, all those two lots

piece s or parcel s of ground situate and lying in the County of Anne Arundel, State of Maryland,

~~xxxxxxxxxxxxxxxxxx~~

and described as follows:

BEING lots Nos. 49 and 50 as shown on a certain Plat entitled "Severn Lea in the Fourth Election District of Anne Arundel County, Maryland for Foxwell and Foxwell, Inc.", dated July 1951 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 Book 22, folio 39.

Lot No. 49 above described being the same lot described in a Deed from Aubrey L. Daniel and wife to said Mortgagors, dated June 1, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1124, folio 439.

Lot No. 50 above described being the same lot described in a Deed from Foxwell and Foxwell, Inc., to said Mortgagors dated September 20, 1957 and recorded among said Land Records in Liber GTC No. 1154, folio 147.

PETITIONER'S EXHIBIT No 1

FILED

1965 MAR 31 AM 10: 14

2

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

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

IF, HOWEVER, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the said Mortgagee its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five (25) cents on each of said Sixty-eight (68) - - shares of stock as dues, until the combined payment of dues shall amount to One Hundred - - - - - - (100.00) - - - - - Dollars for each of said Sixty-eight (68) shares, and also to pay weekly, the sum of twelve - - - - - (12) - - - - - - - - cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred - - - - (100.00) - - - - dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid: also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Two Dollars and Thirty-four cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGORS will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount nccessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on them by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagors, their heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagos 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. DALLAS KIRWAN, 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 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 (100.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

TEST:

J. Dallas Kirwan
J. DALLAS KIRWAN

James R. Barrett (SEAL)
James R. Barrett

Evelyn M. Barrett (SEAL)
Evelyn M. Barrett

Evelyn (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 13th day of September in the year one thousand nine hundred and sixty-one, before me, a Notary Public of the State of Maryland, in and for aforesaid, personally appeared JAMES R. BARRETT and EVELYN M. BARRETT, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared HARRY L. NONEMAKER, President of said Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

BOOK 1507 PAGE 506

750

J. Dallas Kirwan
J. DALLAS KIRWAN Notary Public

Rec'd for record Sept 15 1961 at 10.31 AM.
Mailed to J. Dallas Kirwan

STATEMENT OF MORTGAGE CLAIM

LIBER 163 PAGE 67

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY
c/o J. Calvin Carney, Esq.
3 E. Lexington Street
Baltimore, Maryland 21202

vs.

JAMES R. BARRETT and EVELYN M. BARRETT, his wife
Severn, Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

— OF —

~~XXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Balance due on Mortgage from James R. Barrett and Evelyn M. Barrett, his wife, to the South Fremont Street Loan and Savings Company of Baltimore City, dated September 13, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1507, Folio 504.

Original amount of mortgage	$6750.00
Paid on account of principal and expenses	14.79
Balance	$6735.21
Shortage - expense account	275.32
Balance	$7010.53
Interest - 149 weeks at $7.68, $8.04, $8.16 and $8.40 per week, to and incl. 3/4/65	1312.08
Total - Statement of Mortgage Debt	$8322.61

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

By Clarence J. Roberts
Clarence J. Roberts, President.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 30th 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 Clarence J. Roberts, President of South Fremont Street Loan and Savings Company of Baltimore City the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1965 MAR 31 AM 10: 14

As witness my hand and Notarial Seal,

Phyllis J. Smith
Notary Public.

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

LIBER 163 PAGE 68

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY
c/o J. Calvin Carney, Esq.
3 E. Lexington Street
Baltimore, Maryland 21202

vs.

JAMES R. BARRETT and
EVELYN M. BARRETT, his wife
Severn, Anne Arundel County, Maryland

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

IN EQUITY

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 CLARENCE J. ROBERTS, President of South Fremont Street Loan and Savings Company of Baltimore City and made oath in due form of law that he ~~she~~ knows the defendants herein, and that to the best of his ~~her~~ information, knowledge and belief

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

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

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

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

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

By Clarence J. Roberts
~~Secretary~~

Clarence J. Roberts, President.

Subscribed and sworn to before me this 26th day of March 1965

Phyllis J. Smith
Notary Public

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 MAR 31 AM 10: 14

DECREE FOR SALE OF MORTGAGE PREMISES LIBER 163 PAGE 69

SOUTH FREMONT STREET LOAN AND
SAVINGS COMPANY OF BALTIMORE CITY
c/o J. Calvin Carney, Esq.
3 E. Lexington Street
Baltimore, Maryland 21202

vs.

JAMES R. BARRETT and
EVELYN M. BARRETT, his wife
Severn, Anne Arundel County,
Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

IN EQUITY No. 17,115

.....TERM, 19....

Military Affidavit and Statement of Mortgage Debt

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

It, is, Thereupon, This 31st day of March, in the year nineteen hundred and sixty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Calvin Carney 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 Eighty-three hundred Fifty Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~weekly~~ newspaper or newspapers published in ~~Baltimore City~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $750.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and/assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED

1965 MAR 31 PM 3:42

LIBER 163 PAGE 70

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY	:	IN THE
	:	CIRCUIT COURT
vs.	:	OF
	:	ANNE ARUNDEL COUNTY
JAMES R. BARRETT and EVELYN M. BARRETT, his wife	:	In Equity
		22/444/17,115

MEMORANDUM

Mr. Clerk:

The original mortgage from James R. Barrett and Evelyn M. Barrett, his wife to South Fremont Street Loan and Savings Company of Baltimore City, filed as "Petitioner's Exhibit No. 1" in the captioned case, covers Lots 49 and 50 as shown on Plat entitled "Severn Lea in the Fourth Election District of Anne Arundel County, Maryland for Foxwell and Foxwell, Inc." dated July, 1951, and recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 39. However, the said Mortgagee, Plaintiff herein, executed a Partial Release of said Mortgage to the Defendants herein, as to Lot No. 50, said Partial Release being dated September 10, 1962, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1594, folio 382, whereby the lien of said Mortgage remained only as to Lot 49 and improvements thereon, against which Lot and improvements this foreclosure proceeding exists and is being maintained.

J. Calvin Carney
Trustee

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY JR.
E. LEXINGTON ST.
BALTIMORE 2, MD.

FILED
1965 APR -6 AM 9:47

Trustee's Bond LIBER 13 PAGE 143

KNOW ALL MEN BY THESE PRESENTS:

No 17,115 Equity

LIBER 163 PAGE 71

THAT WE J. Calvin Carney, Central Savings Bank Building, Baltimore, Md. 21202

as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Three Hundred Fifty and No/100 ($8,350.00)- - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 1st day of March in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden J. Calvin Carney by virtue of a decree of the Honorable Judge of the Circuit Court for Anne Arundel County ~~or Baltimore City~~, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

vs.

James R. Barrett and Evelyn M. Barrett, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN J. Calvin Carney 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

PHYLLIS SMITH

Signed, sealed and delivered in the presence of

Barbara Berberich

Barbara Berberich

J. Calvin Carney (SEAL)

(SEAL)

MARYLAND CASUALTY COMPANY (SEAL)

By John F. Kennedy, Jr. (SEAL)
Attorney-in-fact
John F. Kennedy, Jr.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Elsie C. Evans and John F. Kennedy, Jr. its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court for Anne Arundel County ~~or Baltimore City~~, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of December, 1961.

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

ATTEST: D. W. Vauthier
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

April 1, 1965

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED

1965 APR 28 AM 9:54

Approved this 28th day of April 1965

Louis N. Phillips, Clerk

J. CALVIN CARNEY
SOLICITOR
3 E. Lexington St.
Baltimore, Maryland 21202

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY

CREST ROAD, SEVERN LEA
4TH ELEC. DIST., A.A. CO.

By virtue of Decree of Circuit Court of Anne Arundel County, In Equity (Docket 22, Folio 444, Case No. 17,115), the undersigned Trustee, under appointment in said case, will sell at public auction, on the premises, on

MONDAY, MAY 3, 1965, AT 2:00 O'CLOCK P.M.

all that fee simple lot of ground and improvements thereon, situate and lying in the Fourth Election District of Anne Arundel County, Severn, Maryland, and described as follows:

Being Lot No. 49 as shown on a certain Plat entitled "Severn Lea in the Fourth Election District of Anne Arundel County, Maryland for Foxwell and Foxwell, Inc." dated July 1951, 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 Book 22, folio 39.

The improvements thereon consist of a frame dwelling located on east side of Crest Road, dimensions of lot being approx. 100 ft. by approx. 200 ft.

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

Subject to any restrictive covenants and/or utility agreements of record affecting the property.

Directions to property: Governor Ritchie Highway to Baltimore-Annapolis Road (Old Annapolis Road); turn right to Dorsey Road; turn left on Dorsey Road to Fort Meade Road; turn left on Fort meade Road to State Route 554; turn right on State Route 554 to entrance of Fort Meade; turn left on Jacobs Road and follow to Crest Road and "Severn Lea."

TERMS OF SALE: Cash. A deposit of $750.000 cash at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, In Equity, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes 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, to be borne by purchaser.

For further particulars, contact J. Calvin Carney, 3 East Lexington Street, Baltimore, Md. PL. 2-8445.

J. CALVIN CARNEY
Trustee
E. T. NEWELL & CO., INC.
Auctioneer

A-29

LIBER 163 PAGE 72

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 5, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17,115

Crest Road, Severn Lea.

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 8th day of April, 1965.

FILED
1965 MAY -4 PM 1:28

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

E. T. Newell & Co., Inc.

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

LIBER 163 PAGE 73

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Mindel & Leroy Jacobs, 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 property mentioned in the said Report of Sale. they have

Leroy Jacobs (SEAL)

Meyer Mindel (SEAL)

Purchaser

Address

Notary Public

FILED

1965 MAY -6 AM 9:25

OA

LIBER 163 PAGE 74

PRESIDENT
JOHN M. MILLER, JR.

E. T. Newell Co. Inc

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM

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

TELEPHONE
PLAZA 2-3580—2-3581

★ 50 YEARS OF SERVICE ★

MAY 3, 1965

J. CALVIN CARNEY, TRUSTEE

3 EAST LEXINGTON STREET

BALTIMORE, MARYLAND 21202

Dear Sir:

REPORT OF SALE

Sold CREST ROAD, SEVERN LEA

ANNE ARUNDEL COUNTY, MARYLAND

To LEROY JACOBS & MEYER MINDEL

Address 111 NORTH CHARLES STREET

BALTIMORE, MARYLAND

Amount $4,325.00

Deposit $750.00

Very truly yours,

E. T. NEWELL & CO., INC.

FILED
1965 MAY -6 AM 9:25

REPORT OF SALE

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

vs.

JAMES R. BARRETT and

EVELYN M. BARRETT, his wife

DOCKET 22 FOLIO 444
CASE NO. 17,115 Equity
FILED

IN THE

CIRCUIT COURT XXXX

—OF—

XXXXXXXXXXXXXX
ANNE ARUNDEL COUNTY

To The Honorable Judge of the Circuit Court of XXXXXXXXXX ANNE ARUNDEL COUNTY:

The Report of Sale of J. Calvin Carney - - - - - - - - - - - - - Trustee appointed by the decree in the above entitled cause, to make sale of fee simple property located on Crest Road, being known as Lot 49, Severn Lea, Fourth Election District, Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, published by The Capital-Gazette Press, Inc., a weekly newspaper published in Anne Arundel County, Maryland, -XXXXXXXXXXXXXXXXXXXXXXXXXX for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday, the third day of May, 1965, at 2:00 o'clock P. M. attend on the premises and then and there sold said property located on Crest Road, being known as Lot 49, Severn Lea, Fourth Election District, Anne Arundel County, Maryland, in fee simple, fully and particularly described in these proceedings, and in the attached advertisement, made a part hereof, unto Leroy Jacobs and Meyer Mindel at and for the price of $4,325.00, said purchasers being then and there and at that price the highest bidders therefor.

Respectfully submitted,

J. Calvin Carney, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 5th day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Calvin Carney - Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED

1965 MAY -6 AM 9:25

As witness my hand and Notarial Seal.

Phyllis J. Smith, *Notary Public.*

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE

J. CALVIN CARNEY,
SOLICITOR
3 E. Lexington St.
Baltimore, Maryland 21202.

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY

CREST ROAD, SEVERN LEA
4TH ELEC. DIST., A.A. CO.

By virtue of Decree of Circuit Court of Anne Arundel County, In Equity (Docket 22, Folio 444, Case No. 17,115), the undersigned Trustee, under appointment in said case, will sell at public auction, on the premises, on

MONDAY, MAY 3, 1965, AT 2:00 O'CLOCK P.M.

all that fee simple lot of ground and improvements thereon, situate and lying in the Fourth Election District of Anne Arundel County, Severn, Maryland, and described as follows:

Being Lot No. 49 as shown on a certain Plat entitled "Severn Lea in the Fourth Election District of Anne Arundel County, Maryland for Foxwell and Foxwell, Inc." dated July 1951, 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 Book 22, folio 39.

The improvements thereon consist of a frame dwelling located on east side of Crest Road, dimensions of lot being approx. 100 ft. by approx. 200 ft.

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

Subject to any restrictive covenants and/or utility agreements of record affecting the property.

Directions to property: Governor Ritchie Highway to Baltimore-Annapolis Road (Old Annapolis Road); turn right to Dorsey Road; turn left on Dorsey Road to Fort Meade Road; turn left on Fort meade Road to State Route 554; turn right on State Route 554 to entrance of Fort Meade; turn left on Jacobs Road and follow to Crest Road and "Severn Lea."

TERMS OF SALE: Cash. A deposit of $750.000 cash at time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, In Equity, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes 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, to be borne by purchaser.

For further particulars, contact J. Calvin Carney, 3 East Lexington Street, Baltimore, Md. PL. 2-8445.

J. CALVIN CARNEY
Trustee

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

ORDER NISI

LIBER 163 PAGE 77

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

versus

JAMES R. BARRETT and EVELYN M. BARRETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,115 Equity

Ordered, this 6th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Calvin Carney, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of June next.

The report states that the amount of sale was $ 4,325.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

J. Calvin Carney, Atty
(Final Order)
For the Maryland Gazette (May 13th Edition)

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

versus

JAMES R. BARRETT and EVELYN M. BARRETT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of June, 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 L. Jackson JUDGE.

FILED

1965 JUN 15 PM 2:16

13

LIBER 163 PAGE 78

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,115 Equity

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY
versus
JAMES R. BARRETT and EVELYN M. BARRETT, his wife

Ordered, this 6th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Calvin Carney, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of June next.

The report states that the amount of sale was $4,325.00.

LOUIS N. PHIPPS, Clerk.
True Copy, TEST:
LOUIS N. PHIPPS
Clerk
JU-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 5, 1965

We hereby certify, that the annexed

Order Nisi Sale

#17,115

James R. Barrett

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of June, 1965. The first insertion being made the 13th day of May, 1965.

FILED
1965 JUN -7 PM 1:37

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

14 No. M. G. 4459

LIBER 163 PAGE 79

In the Case of

SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY

VS.

JAMES R. BARRETT and EVELYN M. BARRETT, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,115 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.

June 28, 1965

John H. Hopkins, IV, Auditor.

1965 JUN 28 PM 2:18

FILED

FINAL ORDER

ORDERED BY THE COURT, this 14th 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.

Lucia N Phipps

Clerk

Per: Alice E Jankauskas, deputy

FILED

1965 JUL 14 AM 8:43

Dr. SOUTH FREMONT STREET LOAN AND SAVINGS COMPANY OF BALTIMORE CITY
vs.
JAMES R. BARRETT and EVELYN M. BARRETT, his wife,

In Acct. with J. CALVIN CARNEY, Trustee

					Cr.	
1965, May 3						
Proceeds of Sale	4,325	00				
Interest on deferred payment of $3,575.00 from						
5/3/65 to 6/18/65 @ 6%	26	82	4,351	82		
					4,351	82
To Trustee for fee, viz:	100	00				
To Trustee for commissions, viz:	160	55	260	55		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	29	50				
Auditor - stating this account	35	00	74	50		
To Trustee for expenses, viz:						
Capital-Gazette Press - advertising sale	96	02				
Capital-Gazette Press - Order nisi, sale	15	00				
E.T.Newell & Co. Inc. - auctioneer's fee	75	00				
Maryland Casualty Co. - bond premium	33	00				
Maryland Casualty Co. - OLT insurance	10	00				
National Union Ins. Co. - Fire Ins. premium	10	00				
1965 Taxes - adj. 1/1/65 to 5/3/65 - (51.01 - 6 mos.)	35	19				
Morris Albert - Title run down	20	00				
Miscellaneous notary fees	2	00	296	21		
To South Fremont Street Loan and Savings Company of Baltimore City, this balance on account of claim filed	3,720	56	3,720	56		
					4,351	82

Amount of Mortgage claim filed	8,322	61
Interest on principal balance of $7,010.53 from 3/4/65 to 7/14/65 - 132 days @ 6%	152	27
	8,474	88
Credit - amount allowed above	3,720	56
Balance - subject to Decree in Personam	4,754	32

LIBER 163 PAGE 82

WALTER S. CALWELL,
Attorney Named In Mortgage :

VS.

RONALD FRANKLIN DAVIS AND :
ANGELA MARGUERITE DAVIS, HIS WIFE

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

(In Equity)

No. 11,137 Equity

Mr. Clerk:

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

1. Original Mortgage from Ronald Franklin Davis and Angela Marguerite Davis, his wife, to Baltimore Federal Savings and Loan Association dated November 13, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1166 folio 91.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

FILED

1965 APR -8 AM 11: 10

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 1166 PAGE 91

LIBER 163 PAGE 83

MARYLAND

No. 17,137-Equity

MORTGAGE

THIS MORTGAGE, made this 13th day of November, A. D. 19 57, by and between RONALD FRANKLIN DAVIS and ANGELA MARGUERITE DAVIS, 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, evideneed by a promissory note of even date herewith, in the principal sum of FOURTEEN THOUSAND SIX HUNDRED AND 00/100ths Dollars ($ 14,600.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at sueh other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of SEVENTY-THREE and 98/100ths Dollars ($ 73.98), eommeneing on the first day of January, 19 58, and eontinuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of prineipal and interest, if not sooner paid, shall be due and payable on the ~~first day of~~ November 12, 1987 ~~XXXX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in eonsideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby aeknowledged, the Mortgagor does hereby grant, eonvey, and assign unto the Mortgagee, its sueeessors and assigns, all the following deseribed property in 3rd Election District, Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 6, Block F, as shown on Plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto which was granted and conveyed by Old Orems Building and Development Corporation unto the within named Mortgagors.

FILED

1965 APR -8 AM 11: 10

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

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property; (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

G. E. Washer
G. E. Dryer
G. E. Refrigerator

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, FOREVER IN FEE SIMPLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

Ronald Franklin Davis [SEAL]
RONALD FRANKLIN DAVIS

[SEAL]

Angela Marguerite Davis [SEAL]
ANGELA MARGUERITE DAVIS

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 1166 PAGE 95

I HEREBY CERTIFY, That on this 13th day of November, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ronald Franklin Davis and Angela Marguerite Davis, 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.

JOHN R. HOLLAND, JR. *Notary Public.*

JOHN R. HOLLAND JR. NOTARY PUBLIC BALTIMORE, MD.

45957 D.H. Examiner

Rec'd for record Nov. 14 1957 at 12:45 P.M.

Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL, Attorney Named in Mortgage vs. RONALD FRANKLIN DAVIS AND ANGELA MARGUERITE DAVIS, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

7245-15883

LIBER 163 PAGE 87

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RONALD FRANKLIN DAVIS AND ANGELA MARGUERITE DAVIS, HIS WIFE	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 17,137 Equity

STATE OF MARYLAND, BALTIMORE CITY, 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 aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

(4) Said Defendant(s) arenot a member(s) of the Enlisted Reserve Corps who have been ordered to report for Military Service.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1965 APR -8 AM 11:10

4

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RONALD FRANKLIN DAVIS AND ANGELA MARGUERITE DAVIS, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 17,137 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the Mortgage from Ronald Franklin Davis and Angela Marguerite Davis, his wife to Baltimore Federal Savings and Loan Association dated the 13th day of November 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1166 Folio 91.

Amount of Mortgage	$14,600.00
Less - amount paid on principal	1,893.05
	12,706.95
Plus - interest to 3/29/65	189.06
	12,896.01
Less - balance in expense account	196.36
	$12,699.65

12706.95
196.36
12510.59

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

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

FILED
1965 APR -8 AM 11: 10

7

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Ronald Franklin Davis and Angela Marguerite Davis, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel in Liber GTC No. 1166 folio 91 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, MAY 6th, 1965 at 3:20 (EDT)

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lots No. 6, Block F, as shown on Plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. The improvements whereon are now known as No. 104 Virginia Avenue.

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

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

The improvements consist of a frame detached bungalow, containing 5 rooms (3 bedrooms) 1 bath, utility room.

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-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 89

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1965

We hereby certify, that the annexed

Attorney's Sale

Ronald Franklin Davis

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 May, 1965. The first insertion being made the 15th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 MAY -4 PM 1:28

No. 7.137 Equity

Mortgagee and Attorney's Bond.

1-369

LIBER 13 PAGE 154

LIBER 163 PAGE 90

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-0578-65

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 TWELVE THOUSAND SEVEN HUNDRED AND NO/100 - - - - ($12,700.00) - - - - - - - - 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 3rd day of May 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 Ronald Franklin Davis and Angela Marguerite Davis, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 13th day of November nineteen hundred and fifty-seven and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1160, Folio 91, ~~and~~

104 Virginia Avenue - 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)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1965 MAY -5 AM 9:51

Bond approved this 5th day of May 1965

Louis N. Phipps, Clerk

9

E. J. Newell & Co., Inc. LIBER 163 PAGE 91

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 6th day of May, 19 65; 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

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 (~~SEAL~~)

(~~SEAL~~)
Purchaser Vice President
CHARLES E. WILLIAMS

Address

Notary Public

FILED

1965 MAY 11 AM 10: 44

10

LIBER 163 PAGE 92

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
RONALD FRANKLIN DAVIS AND ANGELA MARGUERITE DAVIS, HIS WIFE	:	(In Equity) - No. 17,137
	:	Docket folio

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1166 folio91.

from said Ronald Franklin Davis and Angela Marguerite Davis 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, 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 May, 1965 at 3.20 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 6, Block F, as shown on Plat of "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Asoociates, Registered Surveyors, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 28 folio 37, the improvements whereon are now known as No. 104 Virginia Avenue; more particularly and at length described in the aforementioned Mortgage, ans in the attached advertisement of sale.

FILED

1965 MAY 11 AM 10: 44

LIBER 163 PAGE 93

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Ronald Franklin Davis and Angela Marguerite Davis, his wife to Baltimore Federal Savings and Loan Association, dated November 13th, 1957 and recorded among the Land Records of Anne Arundel in Liber GTC No. 1166 folio 91 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, MAY 6th, 1965 at 3:20 (EDT)

all that fee simple lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, at Blossom Hills, near Mountain Road at Jacobsville, Lake Shore area, and described as follows:

BEING known and designated as Lots No. 6, Block F, as shown on Plat "Blossom Hills, Section 1 Amended and Section 2", dated May, 1955, by James D. Hicks & Associates, Registered Surveyors, and recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37. The improvements whereon are now known as No. 104 Virginia Avenue.

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

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

The improvements consist of a frame detached bungalow, containing 5 rooms (3 bedrooms) 1 bath, utility room.

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-29

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

The property was sold to Baltimore Federal Savings and Loan Association, in fee simple, at and for the sum of Twelve Thousand three Hundred fifty ($12,350.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

WITNESS my hand and Notarial seal.

Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

12

ORDER NISI

LIBER 163 PAGE 95

WALTER S. CALWELL

Attorney Named in Mortgage

versus

RONALD FRANKLIN DAVIS AND

ANGELA MARGUERITE DAVIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,137 Equity

Ordered, this 11th day of May, 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 14th 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 14th day of June, next.

The report states that the amount of sale was $12,350.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell
(Final Order)
For the Maryland Gazette (May 13th, 1965 Edition)

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

RONALD FRANKLIN DAVIS and

ANGELA MARGUERITE DAVIS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of June, 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 JUN 15 PM 2:15

13

LIBER 163 PAGE 96

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
RONALD FRANKLIN DAVIS AND ANGELA MARGUERITE DAVIS, HIS WIFE	:	In Equity - No. 17,137

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

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

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the day of 196~~ sold certain fee simple property situated in Anne Arundel County, known as No. 104 Virginia Avenue and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

WHEREFORE YOUR PETITIONER PRAYS that this Honorable Court pass an Order substituting W. J. Driver, Administrator of Veterans' Affairs, as purchaser in the place and stead of 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 MAY 11 AM 10:44

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 11th day of May 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. 104 Virginia Avenue, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse,
Judge.

FILED
1965 MAY 12 AM 9:28

15

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,137 Equity

WALTER S. CALWELL
Attorney Named in Mortgage
versus
RONALD FRANKLIN DAVIS
and
ANGELA MARGUERITE DAVIS, his wife

Ordered, this 11th day of May, 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 14th 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 14th day of June, next.

The report states that the amount of sale was $12,350.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

Ju-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 98

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 5, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,137

Ronald Franklin Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of June, 1965. The first insertion being made the 13th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 JUN -7 PM 1:37

No. M. G. 4473

In the Case of

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

VS.

RONALD FRANKLIN DAVIS AND
ANGELA MARGUERITE DAVIS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,137 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th 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. Jaskowski, deputy

FILED
1965 JUL 14 AM 8:43

17

Dr. **Mortgaged Real Estate of Ronald Franklin Davis and Angela Marguerite Davis, his wife**

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

				Cr.			
By	Amount of sale as per Attorney's Report of Sale filed			12,350	00		
By	Interest 6% on deferred payment $11,850.00 from 5/6/65 to 6/16/65			82	32		
						12,432	32
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	400	50				
				450	60		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	35	00				
				76	25		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	74	07				
	New Amsterdam Casualty Co. - bond	51	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Adjustment, taxes from 1/1/65 to 5/6/65	76	98				
	Notary fees	1	25				
				238	30		
To	Baltimore Federal Savings & Loan Assoc., on account of mortgage claim	11,667	27				
				11,667	27		
						12,432	32
	Balance due on mortgage as per mortgage claim filed	12,699	65				
	Interest 4½% on principal balance $12,510.59 from 4/1/65 to 7/12/65	159	53				
		12,859	18				
	Credit amount allowed above	11,667	27				
	this amount subject to decree in personam	1,191	91				

LIBER 163 PAGE 101

WALTER S. CALWELL,
Attorney Named In Mortgage

VS.

DAVID DELBERT KNUCKEY AND
HELEN C. KNUCKEY, HIS WIFE

IN THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

(In Equity)

No. 17,133 Equity

Mr. Clerk:

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

1. Original Mortgage from David Delbert Knuckey and Helen C. Knuckey, his wife, to Baltimore Federal Savings and Loan Association, dated February 3, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1369 folio 53.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

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1965 APR -7 AM 10: 00

LIBER 163 PAGE 102

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

BOOK 1369 PAGE 53

MORTGAGE

No. 17,133 Equity

THIS MORTGAGE, made this 3rd day of February, A. D. 1960, by and between DAVID DELBERT KNUCKEY and HELEN C. KNUCKEY, 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 Anne Arundel County 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 ($9,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one fourth per centum (5¼ %) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-TWO and 46/100ths Dollars ($ 52.46), commencing on the first day of March, 1960, 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 February, 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. 3, Block 20, Section 2, as shown on the plat entitled "Harundale, Section 2" dated June 18, 1947 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1905 Maltravers Road.

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

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual 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 protect the security of this mortgage, covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Joseph J. Callahan or Walter S. Calwell, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

David Delbert Knuckey [SEAL]
David Delbert Knuckey

[SEAL]

Helen C. Knuckey [SEAL]
Helen C. Knuckey

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1369 PAGE 57

I HEREBY CERTIFY, That on this 3rd day of February, 19 60, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared DAVID DELBERT KNUCKEY and HELEN C. KNUCKEY, 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.

1100

JOHN R. HOLLAND, JR. Notary Public.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Feb. 8, 1960 at 11:38 A.M.
Mailed to The Colonial Title Guarantee Co.

Mtgn No. 53237
JEM
Examiner
for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

DAVID DELBERT KNUCKEY AND
HELEN C. KNUCKEY, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

2252-26113

LIBER 163 PAGE 106

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DAVID DELBERT KNUCKEY AND HELEN C. KNUCKEY, HIS WIFE	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 17133 Eq

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of March, 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 and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Affiant
Eugene K. Reilly, Vice President

FILED
1965 APR -7 AM 10: 00

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WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
DAVID DELBERT KNUCKEY AND HELEN C. KNUCKEY, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 17,133 Equity

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from David Delbert Knuckey and Helen C. Knuckey, his wife

to Baltimore Federal Savings and Loan Association

dated the 3rd day of February 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1369 Folio 53.

Amount of Mortgage	$9,500.00	
Less - amount paid on principal	689.67	
	8,810.33	$8,810.33
Plus - interest to 3/23/65	222.19	110.22
	9,032.52	$8,700.11
Less - balance in expense account	110.22	
	$8,922.30	

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of March, 19 65 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 CO.

FILED

1965 APR -7 AM 10 00

1

CALLAHAN and CA[illegible]LL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from David Delbert Knuckey and Helen C. Knuckey, his wife to Baltimore Federal Savings and Loan Association, dated February 3rd, 1960 and recorded among the Land Records of Baltimore County in Liber GTC No. 1369 folio 53 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURS., MAY 6th, 1965 AT THREE P.M. (EDT)

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. 3, Block 20, Section 2, as shown on the plat entitled "Harundale, Section 2" dated June 18, 1947 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1905 Maltravers Road.

Together with the buildings there upon, 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 1 story, 1 unit, detached dwelling containing 5 rooms (3 bedrooms) 1 bath, utility room, 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-29

N 8

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1965

We hereby certify, that the annexed

Attorney's Sale

David Delbert Knuckey

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 May, 1965. The first insertion being made the 15th day of April, 1965.

FILED
1965 MAY -4 PM 1:28

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

No. 7133 Equity

Mortgagee and Attorney's Bond.

I-369

LIBER 163 PAGE 109

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N Y

LIBER 13 PAGE 153

BOND NO: 19-0370-0579-65

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 3rd day of May 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 David Delbert Knuckey and Helen C. Knucky, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 3rd day of February nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1369, Folio 53 ~~and~~

1905 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

~~Witness~~ 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

FILED

1965 MAY -5 AM 9:51

Bond approved this 5th day of May, 1965

Louis M. Phipps, Clerk

9

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 6th day of May, 19 65, 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~~ ~~(SEAL)~~

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

_____
Address

William M. White
Notary Public

FILED
1965 MAY 11 AM 10: 45

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LIBER 163 PAGE 111

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.		ANNE ARUNDEL COUNTY
DAVID DELBERT KNUCKEY AND HELEN C. KNUCKEY, HIS WIFE	:	(In Equity) - No. 17133
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 3rd, 1960 and recorded among the Land Records of Anne Arundel county in Liber GTC No. 1369 folio 53

from said David Delbert Knuckey and Helen C. Knuckey, 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, 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 Thursday ~~day of~~ 5th day of May, ~~at~~ 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. 3, Block 20, Section 2, as shown on Plat entitled "Harundale, Section 2", dated June 18, 1947 and recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22, the improvements whereon are known as No. 1905 Maltravers Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 MAY 11 AM 10:45

LIBER 163 PAGE 112

CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from David Delbert Knuckey and Helen C. Knuckey, his wife to Baltimore Federal Savings and Loan Association, dated February 3rd, 1960 and recorded among the Land Records of Baltimore County in Liber GTC No. 1369 folio 53 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURS., MAY 6th, 1965 AT THREE P.M. (EDT)

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. 3, Block 20, Section 2, as shown on the plat entitled "Harundale, Section 2" dated June 18, 1947 and recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 22. The improvements thereon being known as No. 1905 Maltravers Road.

Together with the buildings there upon, 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 1 story, 1 unit, detached dwelling containing 5 rooms (3 bedrooms) 1 bath, utility room, 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-29

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-two Hundred ($9200.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

12

ORDER NISI

LIBER 163 PAGE 114

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

DAVID DELBERT KNUCKEY AND
HELEN C. KNUCKEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,133 Equity

Ordered, this 11th day of May, 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 14th 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 14th day of June next.

The report states that the amount of sale was $ 9,200.00

Lucia M. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell
(Final Order)

For the Maryland Gazette (May 13th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

DAVID DELBERT KNUCKEY AND
HELEN C. KNUCKEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of June, 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 JUN 15 PM 2:16

13

LIBER 163 PAGE 115

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
DAVID DELBERT KNUCKEY AND HELEN C. KNUCKEY, HIS WIFE	:	In Equity - No. 17133 Docket folio

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

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

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the day of 196~~ sold certain leasehold property situated in Anne Arundel County, known as No. 1905 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, ~~J. S. Gleason, Jr.~~ W. J. Driver, as Administrator of Veterans' Affairs, who has requested to be so substituted.

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

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

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

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams

CHARLES E. WILLIAMS Vice President

FILED

1965 MAY 11 AM 10:45

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 11th day of May 196 5

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. 1905 Maltravers Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse
Judge

FILED
1965 MAY 12 AM 9:28

15

LIBER 163 PAGE 117

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,133 Equity

WALTER S. CALWELL,
Attorney Named in Mortgage
versus
DAVID DELBERT KNUCKEY
and
HELEN C. KNUCKEY, his wife

Ordered, this 11th day of May, 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 14th 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 14th day of June next.

The report states that the amount of sale was $9,200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Ju-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 5, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,133

David Delbert Knuckey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of June, 1965. The first insertion being made the 13th day of May, 1965.

FILED
1965 JUN -7 PM 1:37

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

16 No. M. G. 4474

LIBER 163 PAGE 118

In the Case of

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

VS.

DAVID DELBERT KNUCKEY AND
HELEN C. KNUCKEY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,133 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.

Louis A. Andreas Jr.
Auditor.

FILED
1965 JUN 28 AM 11:10

FINAL ORDER

ORDERED BY THE COURT, this 14th 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. Jaskowska, deputy

FILED
1965 JUL 14 AM 8:42

17

Dr. **Mortgaged Real Estate of David Delbert Knuckey and Helen C. Knuckey, his wife**

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

				Cr.		
By	Amount of sale as per Attorney's Report of Sale filed			9,200	00	
By	Interest 6% on deferred payment $8,700.00 from 5/6/65 to 6/16/65			61	32	
						9,261 32
To	Attorney for fee, viz	50	00			
To	Attorney for commission, viz	306	00			
				356	00	
To	Attorney for court costs, viz					
	Plaintiff's Solicitor appearance fee	10	00			
	Clerk, court costs	31	25			
	Auditor, this account	35	00			
				76	25	
To	Attorney for expenses, viz					
	Capital-Gazette Press, Inc. Advertising & Nisi - sale	75	39			
	New Amsterdam Casualty Co. - bond	36	00			
	E. T. Newell & Co., Inc. auctioneer's fee	35	00			
	Adjustment, ground rent from 11/1/64 to 5/6/65	61	65			
	Adjustment, taxes from 1/1/65 to 5/6/65	67	88			
	Notary fees	1	25			
				277	17	
To	Baltimore Federal Savings & Loan Assoc., on account of mortgage claim	8,551	90			
				8,551	90	
						9,216 32
	Balance due on mortgage as per mortgage claim filed	8,922	30			
	Interest 5 1/4% on principal balance $8,700.11 from 3/23/65 to 7/12/65	138	27			
		9,060	57			
	Credit amount allowed above	8,551	90			
	This amount subject to decree in personam	508	67			

PETITION FOR FORECLOSURE

LIBER 163 PAGE 120

CREST INVESTMENT TRUST, INC.

VS.

HERBERT HINES and LAURA HINES, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 27th **day of** January **A. D.** 1961 **the defendant executed and delivered to** CREST INVESTMENT TRUST, INC.

a mortgage upon certain real **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 62,400.00 **and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition,** which 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.

FILED

1965 FEB 10 AM 10: 09

Sidney Kaplan *Attorney for Plaintiff*
41 West Preston Street
Baltimore, Maryland 21201
Plaza 2-2090

LIBER 163 PAGE 121

BOOK 1455 PAGE 360

THIS PERFORMANCE BOND MORTGAGE, made this 27th day of January in the year nineteen hundred and 61 by and between Herbert Hines, Jr. and Laura Hines, his wife Mortgagors, of the ~~City of Baltimore~~ Anne Arundel County in the State of Maryland, of the first part, and Crest Investment Trust, Inc., a Maryland corporation, Mortgagee, of the second part:

WHEREAS, the said Mortgagors are justly indebted to the said Mortgagee in the full sum of ($62,400.00) Sixty-Two Thousand, Four Hundred Dollars for money this day loaned in advance; which said sum includes principle and interest, and the said Mortgagors covenant and agree to repay unto the said Mortgagee in 312 ~~monthly~~/weekly installments of ($200.00) Two Hundred Dollars each, and ~~an extra final payment of~~ , commencing on the 1st day of March , 19 61, and on the 1st day of each ~~month~~/week thereafter until said principle and interest is fully paid, except that final payment of principle and interest, if not sooner paid, shall be due and payable on the 1st day of March , 19 67, said ~~monthly~~/weekly payments to be applied first to the payment of interest on said principle mortgage indebtedness and any balances remaining due, and the remainder shall be applied to reduction of said principle mortgage indebtedness, all payments of principle and interest to be made in lawful money of the United States of America. With the privilege, however, to the said Mortgagors, their successors and assigns, at any time before maturity hereof or default hereunder of prepaying said mortgage indebtedness in whole or in part, without penalty.

NO STAMPS REQUIRED

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.

1458

WHEREAS, the said Mortgagors are the sole or principle stockholders of Hines "The Cleaner", Inc. a Maryland corporation; and

WHEREAS, the said Mortgagors have entered into a Guaranty Agreement with the Mortgagee to guaranty the repayment of the indebtedness of the said corporation to Crest Investment Trust, Inc. in the amount of ($62,400.00) Sixty-Two Thousand, Four Hundred borrowed this date by Hines "The Cleaner", Inc. from Crest Investment Trust, Inc., which said sum is to be repaid in equal ~~monthly~~/weekly installments of Two Hundred Dollars ($200.00) each ~~and an extra final payment of~~ which said installments include principle and interest, the first of which installments is due on the 1st day of March 19 61; and

WHEREAS, as a part of said Guaranty Agreement and as collateral security for said corporate indebtedness this Mortgage is created; and

WHEREAS, this Mortgage of Herbert Hines, Jr. and Laura Hines, his wife shall stand with the same force and effect as if the Mortgagors were primarily indebted to the Mortgagee, and until said corporate indebtedness is fully and completely satisfied;

WHEREAS, the execution of this Mortgage is in consideration of the money loaned this day by the Mortgagee to Hines "The Cleaner", Inc.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its executors, administrators, heirs, successors and assigns, the following property.

M-1

FILED

1965 FEB 10 AM 10 09

2

BEGINNING for the same at a point in the Easternmost Right of Way Line of Maryland Route Number 2, leading from Baltimore to Glen Burnie, said point of beginning being the intersection between the aforesaid Easternmost Right of Way Line with the 2nd or S-84° 43' W 175.5 feet line in a deed dated September 19,1941 from Elizabeth Braum Leader to James B. Templeton, said point of intersection being situated 50 feet measured radially to the left of Station 92+66.41 of the Base Line of Right of Way as said Base Line of Right of Way is delineated on the State Roads Commission's Plat Number 21971, attached hereto and made a part hereof, thence running and binding along a part of the aforementioned 2nd or S-84°-43' W 175.5 feet line as now surveyed N-84° -12'-29" E 154.36 feet thence S-07°04'31" E 32.10 feet, thence S-79°-51'-29" W 127.70 feet thence S-06°-37'-29" W 18.14 feet, thence S-84°-52'-29" W 31.99 feet to intersect the aforementioned Easternmost Right of Way Line of Maryland Route Number 2, leading from Baltimore to Glen Burnie, thence binding thereon by a curve to the right having a radius of 8,787.20 feet for a distance of 60.92 feet, said curve being subtended by a chord bearing S-02°-21'-42" W for a distance of 60.91 feet to the place of beginning.

CONTAINING 7,910 PLUS OR MINUS SQUARE FEET.

BEING a part or parts of that tract of land which by Inquisition, in Law No. A-506 dated the 16th day of April, 1959, in the Circuit Court for Anne Arundel County was vested in the State of Maryland, to the use of the State Roads Commission of Maryland.

The above described parcel of land being subject to the Easement Area of the State Roads Commission of Maryland shown hatched thus: ////// on the State Roads Commission's plat numbered 21971.

And further being that lot of ground which by deed of August 4, 1959 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.1326, Folio No.5, was granted and conveyed by the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, and J. Millard Tawes, Governor of Maryland, Louis L. Goldstein, Comptroller of Maryland and Hooper S. Miles, Treasurer of Maryland, constituting the Board of Public Works of Maryland to Herbert Hines, Jr. and John Lawrence Hines; and a second lot or parcel of ground situate and lying in the County of Anne Arundel, State of Maryland aforesaid and described as follows, to wit:

Beginning for the same on the South side of a private road at a stone planted on the South side of a private road at a stone planted at the Northeast corner of a lot heretofore conveyed to Rufus Henry Brooks and recorded in Liber G.W.No.28, Folio 376, in the Land Records of Anne Arundel County, and running thence South Eighty-Eight and One-half (88½) degrees, East Two Hundred Ninety-Five and One-half (295½) feet binding on the South side of said private road with the use thereof in common, thence South One (1) degree Ten (10) minutes East One Hundred Forty-Seven and One-half (147½) feet to a stone, thence North Eighty-Eight and One-half (88½) degrees West Two Hundred Ninety-Five and One-half (295½) feet to a stone planted at the Southeast corner of the aforesaid property of Rufus Henry Brooks, thence North One (1) degree Ten (10) minutes West One Hundred Forty-Seven and One-half (147½) feet by a straight line to the place of beginning. Containing One (1) acre more or less.

BEING the same lot of ground which by Deed of October 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.504 Folio No.213,was granted and conveyed by Edna Wilson, unmarried, and Lovey Gaines, widow, to Herbert Hines,Jr. and Laura Hines, his wife.

LAW OFFICES - SIDNEY KAPLAN FORTY-ONE WEST PRESTON STREET - BALTIMORE 1, MD.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of Crest Investment Trust, Inc., its successors and assigns, forever.

PROVIDED if the Mortgagor shall pay the said Mortgage debt and all interest and shall perform all the covenants thereof, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, said Mortgagor, his executors, administrators, heirs or assigns, shall possess the aforesaid property upon paying all taxes, water rent, interest, principle and insurance premiums on this or prior Mortgages, if any there be, as the same become due and payable, and the ground rent, if any, and all other charges of every kind, levied or assessed, or to be levied or assessed, on said Mortgaged property, which taxes, assessments, public dues, charges, Mortgage debt and interest, the said Mortgagor does hereby covenant to pay when legally demandable. Upon any default herein the entire Mortgage debt shall be deemed due and demandable and the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided; and the said Mortgagor does (2) also authorize the said Mortgagee, its successors or assigns, or its Agent or duly authorized attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the City or County in which the land or some portion thereof is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

AND it is agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, or otherwise, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of Two Hundred and Fifty Dollars ($250.00) for conducting the proceedings if without contest, but if legal services be rendered to the Trustee appointed by such decree or to the Mortgagee or its assignee or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee its successors or assigns hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said Mortgagor, his heirs, personal representatives, successors or assigns, or to whomever may be entitled to the same.

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

And the said Mortgagor agrees that the remedies available to any holder or assignee of the note or instrument, or both, are cumulative, and the exercise of one remedy shall not bar the use or exercise of any other remedy.

And the said mortgagor, for himself, his heirs, personal representatives and assigns, covenants to keep all buildings subject hereto in good and substantial repair and will not permit or suffer any waste thereof, and further, will not tear down or materially change or attempt to do so, or permit the tearing down or material change of the improvements on the property, if any, without the consent of the Mortgagee.

And the said Mortgagor does covenant to insure, and pending the existence of this Mortgage, to keep insured in some company satisfactory to the said Mortgagee, its personal representatives, successors or assigns, the improvements on the hereby mortgaged property to the extent of said Mortgage lien or claim hereunder, and said policy or policies shall be delivered to the Mortgagee and properly endorsed so that the proceeds thereof may be payable to the Parties as their respective interests may appear.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

Witness:

Beatrice Kaplan

Beatrice Kaplan

Herbert Hines, Jr. (SEAL)

Herbert Hines, Jr.

Laura Hines (SEAL)

Laura Hines

(SEAL)

(SEAL)

5.

LIBER 163 PAGE 125

BOOK 1455 PAGE 364

STATE OF MARYLAND)
(to wit:
City of Baltimore)

I HEREBY CERTIFY that on this 27th day of January, 1961 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City/County aforesaid, personally appeared Herbert Hines, Jr. and Laura Hines, his wife

the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared David A. Donovan, President of Crest Investment Trust, Inc.

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

WITNESS my hand and Notarial Seal.

Beatrice Kaplan
Notary Public

9.50

Received for record Feb. 16 1961 at 10:35 A.M.
Mailed to Sidney Kaplan

M-3

For Further Release see Land Liber L.N.P. No. 1720 Page 446 Rec. Dec. 27, 1965 at 1:55 P.M.

STATE OF MARYLAND. ANNE ARUNDEL COUNTY. SCT.

I HEREBY CERTIFY. that the aforegoing Performance Bond Mortgage is truly taken and copied from Liber G.T.C. No. 1455 folio 360 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF. I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 8th day of February A. D. 1965.

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

6.

LIBER 163 PAGE 126

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

CREST INVESTMENT TRUST, INC.

vs.

HERBERT HINES, JR. and

LAURA HINES, his wife

IN THE

CIRCUIT COURT

OF

[redacted]
ANNE ARUNDEL COUNTY

IN EQUITY

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Edward J. Fleischmann, General Manager of Crest Investment Trust, Inc.

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

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

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

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

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

Edward J. Fleischmann
Affiant.

Subscribed and sworn to before me this 9th day of ~~January~~ February 1965

Beatrice Kaplan
Notary Public

FILED

1965 FEB 10 AM 10: 09

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LIBER 163 PAGE 127

STATEMENT OF MORTGAGE CLAIM

CREST INVESTMENT TRUST, INC.

vs.

Herbert Hines, Jr. and Laura Hines, his wife

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

STATEMENT OF MORTGAGE DEBT

Original amount of mortgage	$40,800.00
Paid on account as of Oct. 15, 1964	8,703.07
Total now due as of Oct. 15, 1964	$32,096.93
Credited from proceeds of foreclosure sale from Equity Case No. 16689	21,759.85
Balance	$10,337.08
Attorneys collection fee from note	1,550.56
Balance total now due	$11,887.64

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 9th day of ~~January~~ 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 Edward J. Fleischmann, General Manager of Crest Investment Trust, Inc.

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

FILED

1965 FEB 10 AM 10: 09

As witness my hand and Notarial Seal,

Beatrice Kaplan
Notary Public.

8

LIBER 163 PAGE 128

DECREE FOR SALE OF MORTGAGE PREMISES

CREST INVESTMENT TRUST, INC.

vs.

HERBERT HINES, JR. and LAURA HINES, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

.....TERM, 19....

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

It, is, Thereupon, This 10th day of February, in the year nineteen hundred and sixty-~~four~~ five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel Cty., **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Irving Bowers be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of this 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 $20,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $2,000.00 at time of sale, balance in cash upon final ratification or 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. Ernest

FILED

1965 FEB 10 PM 2:30

9

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 163 PAGE 129

CREST INVESTMENT TRUST, INC.

versus

HERBERT HINES & LAURA HINES, his wife

BOOK 13 PAGE 75

BOND OF TRUSTEE TO SELL

No. 16,994 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, IRVING BOWERS, 41 W. Preston Street, Baltimore, Maryland

as Principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty thousand - Dollars ($ 20,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 15 day of February in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN Irving Bowers

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell 101 Cherry Lane mentioned in the proceedings in the case of

CREST INVESTMENT TRUST, INC.

versus

HERBERT HINES & LAURA HINES

now pending in said Court.

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

Thomas O Roeth Jr (SEAL)
THOMAS O ROETH JR

Irving Bowers (SEAL)
Irving Bowers

(SEAL)

(SEAL)

Witness as to Surety

Gladys Parrock
Gladys Parrock

NATIONAL SURETY CORPORATION

By Rose M Bausch
Rose M Bausch Attorney-in-fact

Bond approved this 25th day of February, 1965

Louis N. Phipps, Clerk

FILED

1965 FEB 25 AM 11 18

10

16,994

LIBER 163 PAGE 130

SIDNEY KAPLAN, Solicitor
41 W. Preston Street
Balto., Md. 21201

Trustee's Sale

OF MODERN FEE-SIMPLE RANCH-TYPE DWELLING

101 CHERRY LANE
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Crest Investment Trust, Inc. Vs. Herbert Hines, Jr., and Laura Hines (decree for sale of mortgaged premises), the undersigned, Trustee, will sell at public auction on the premises on

FRI., MARCH 12, 1965 AT 3 O'CLOCK P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

Beginning for the same on the South side of a private road at a stone planted on the South side of a private road at a stone planted at the Northeast corner of a lot heretofore conveyed to Rufus Henry Brooks and recorded in Liber G.W. No. 28, Folio 376, in the Land Records of Anne Arundel County, and running thence South Eighty-Eight and One-half (88½) degrees, East Two Hundred Ninety-Five and One-half (295½) feet binding on the South side of said private road with the use thereof in common, thence South One (1) degree Ten (10) minutes East One Hundred Forty - Seven and One-half (147½) feet to a stone; thence - North Eighty - Eight and One - half (88½) degrees West Two Hundred Ninety-Five and One - half (295½) feet to a stone planted at the Southeast corner of the aforesaid property of Rufus Henry Brooks, thence North One (1) degree Ten (10) minutes West One Hundred Forty-Seven and One-half (147½) feet by a straight line to the place of beginning Containing One (1) acre more or less.

11 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 15, 1965

We hereby certify, that the annexed

Trustee's Sale

Herbert Hines, 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 12th day of March, 1965. The first insertion being made the 12th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

1965 MAR 15 PM 4:06

By

LIBER 163 PAGE 131

BEING the same lot of ground which by Deed of October 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 504 Folio No. 213, was granted and conveyed by Edna Wilson, unmarried, and Lovey Gaines, widow, to Herbert Hines, Jr. and Laura Hines, his wife.

Saving & Excepting the following; and described as follows:

Beginning for the same on the south side of a private road at a stone planted on the south side of a private road at a stone planted at the northeast corner of a lot heretofore conveyed to Rufus Henry Brooks and recorded in Liber G.W. No. 28, Folio 376, in the land records of Anne Arundel County, which place of beginning is at the beginning of that parcel of land which by deed dated 10/1/1948 and recorded among the said land records in Liber J.H.H. No. 504 folio 213 was conveyed by Edna Wilson, unmarried, et al., to Herbert Hines, Jr. and Laura Hines, his wife; thence running and binding on a part of the first line of said deed south 88½ degrees east 200 feet binding on the south side of said private road with the use thereof in common; thence leaving said road and for a new line of division across the land of the grantor south 1 degree 10 minutes east 147½ feet to a point on the third line of the aforesaid deed; thence binding on a part of said third line north 88½ degrees west 200 feet to the end thereof; and thence binding on the last line of said deed north 1 degree 10 minutes west 147½ feet to the place of beginning.

The improvements consist of a modern frame dwelling containing 6 rooms and bath.

TERMS OF SALE: A cash deposit of $1,000 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.

IRVING BOWERS,
Trustee

ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

M-11

Crest Investment Trust, Inc.

VS

Herbert Hines, Jr.
and
Laura Hines

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

SIDNEY KAPLAN, Solicitor
41 W. Preston Street
Balto., Md. 21201

Trustee's Sale

OF MODERN FEE-SIMPLE RANCH-TYPE DWELLING

101 CHERRY LANE
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the case entitled Crest Investment Trust, Inc. Vs. Herbert Hines, Jr., and Laura Hines (decree for sale of mortgaged premises), the undersigned, Trustee, will sell at public auction on the premises on

FRI., MARCH 12, 1965 AT 3 O'CLOCK P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

Beginning for the same on the South side of a private road at a stone planted on the South side of a private road at a stone planted at the Northeast corner of a lot heretofore conveyed to Rufus Henry Brooks and recorded in Liber G.W. No. 28, Folio 376, in the Land Records of Anne Arundel County, and running thence South Eighty-Eight and One-half (88½) degrees, East Two Hundred Ninety-Five and One-half (295½) feet binding on the South side of said private road with the use thereof in common, thence South One (1) degree Ten (10) minutes East One Hundred Forty - Seven and One-half (147½) feet to a stone, thence North Eighty - Eight and One - half (88½) degrees West Two Hundred Ninety-Five and One - half (295½) feet to a stone planted at the Southeast corner of the aforesaid property of Rufus Henry Brooks, thence North One (1) degree Ten (10) minutes West One Hundred Forty-Seven and One-half (147½) feet by a straight line to the place of beginning Containing One (1) acre more or less.

BEING the same lot of ground which by Deed of October 1st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 504 Folio No. 213, was granted and conveyed by Edna Wilson, unmarried, and Lovey Gaines, widow, to Herbert Hines, Jr. and Laura Hines, his wife.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 12th day of March 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 12,750 00 to Crest Investment Trust, Inc. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 12th day March 1965, purchased the property described in the attached advertisement of sale from Irving Bowers, Trustee at and for the sum of $ 12,750 00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Crest Investment Trust Inc
By Irving Bowers agent
Purchaser

FILED

1965 APR 28 AM 9:49

LIBER 163 PAGE 133

LIBER 163 PAGE 133

1982 MAY 28 AM 9:49

FILED

Saving & Excepting the following; and described as follows:

Beginning for the same on the south side of a private road at a stone planted on the south side of a private road at a stone planted at the northeast corner of a lot heretofore conveyed to Rufus Henry Brooks and recorded in Liber G.W. No. 28, Folio 376, in the land records of Anne Arundel County, which place of beginning is at the beginning of that parcel of land which by deed dated 10/1/1948 and recorded among the said land records in Liber J.H.H. No. 504 folio 213 was conveyed by Edna Wilson, unmarried, et al., to Herbert Hines, Jr. and Laura Hines, his wife; thence running and binding on a part of the first line of said deed south 88½ degrees east 200 feet binding on the south side of said private road with the use thereof in common; thence leaving said road and for a new line of division across the land of the grantor south 1 degree 10 minutes east 147½ feet to a point on the third line of the aforesaid deed; thence binding on a part of said third line north 88½ degrees west 200 feet to the end thereof; and thence binding on the last line of said deed north 1 degree 10 minutes west 147½ feet to the place of beginning.

The improvements consist of a modern frame dwelling containing 6 rooms and bath.

TERMS OF SALE: A cash deposit of $1,000 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.

IRVING BOWERS,
Trustee

ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
Plaza 2-4868

M-11

LIBER 163 PAGE 134

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 27 day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Baltimore County, personally appeared Harry Bowers, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, or he purchased same as agent and his principal is Crest Investment Trust Inc, and that he has not directly or indirectly discouraged anyone from bidding for the said _____, mentioned in the said Report of Sale.

Crest Investment Trust Inc
By - Harry Bowers, Agent (SEAL)
Purchaser

Thomas O'Rourke
Notary Public

_____
Purchaser

FILED
1965 APR 28 AM 9:49

13

LIBER 163 PAGE 135

REPORT OF SALE

CREST INVESTMENT TRUST, INC.

vs.

HERBERT HINES, JR. and

LAURA HINES, his wife

IN THE

CIRCUIT COURT

~~XXXX~~
ANNE ARUNDEL COUNTY
~~XXXXXXXXXXXXXXXX~~
IN EQUITY

Case No. 16994

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

The Report of Sale of Irving Bowers

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as 101 Cherry Lane

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 Anne Arundel County

Anne Arundel County

~~XXXX~~ newspaper published in ~~XXXXXXXXXXXX~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the 12th day of March 19 65 at 3:00 o'clock P. M. attend on the premises and then and there sold the fee simple property known as 101 Cherry Lane to Crest Investment Trust, Inc. for $12,750.00, it being the highest bidder therefore.

Irving Bowers

Irving Bowers, Trustee

FILED
1965 APR 28 AM 9:49

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 27th day of April 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared Irving Bowers

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

As witness my hand and Notarial Seal,

Thomas D. Koeth, Jr.

Notary Public.

14

LIBER 163 PAGE 136

ORDER NISI

CREST INVESTMENT TRUST, INC.

versus

HERBERT HINES, JR. and

LAURA HINES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,994 Equity

Ordered, this 28th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of June next.

The report states that the amount of sale was $12,750.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Sidney Kaplan, Atty. For the Maryland Gazette (May 6th Edition)
(Final Order)

CREST INVESTMENT TRUST, INC.

versus

HERBERT HINES, JR. and

LAURA HINES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of June, 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 JUN -8 PM 3:30

15

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,994 EQUITY

Crest Investment Trust, Inc.
versus
HERBERT HINES, JR. and
LAURA HINES, his wife

Ordered, this 28th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of June next.

The report states that the amount of sale was $12,750.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
M-27

FILED
1965 JUN -1 PM 4:22
14 No. M.G. 9232

OFFICE OF

Maryland Gazette

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

LIBER 163 PAGE 137

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,994 Herbert Hines, 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 7th day of June, 1965. The first insertion being made the 6th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 163 PAGE 138

In the Case of

CREST INVESTMENT TRUST, INC.

VS.

HERBERT HINES and LAURA HINES, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,994 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.

June 29, 1965

John H. Hopkins, IV, Auditor.

FILED

1965 JUN 29 PM 2:25

FINAL ORDER

ORDERED BY THE COURT, this 15th 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 Jankunski, deputy

FILED

1965 JUL 15 PM 12:31

17

Dr. CREST INVESTMENT TRUST, INC. vs. HERBERT HINES and LAURA HINES, his wife,

In Acct. with IRVING BOWERS, Trustee

				Cr.
1965, March 12				
Proceeds of Sale	12,750 00			
Interest on deferred payment of $11,750.00 from 3/12/65 to 6/10/65 @ 6%	186 00	12,936 00		
			12,936	00
To Trustee for fee, viz:	250 00			
To Trustee for commissions, viz:	418 08	668 08		
To Trustee for Court Costs, viz:				
Plaintiffs solicitors appearance fee	10 00			
Clerk of Court - Court costs	28 00			
Auditor - stating this account	35 00	73 00		
To Trustee for expenses, viz:				
Capital-Gazette Press - advertising sale	134 76			
Capital-Gazette Press - Order nisi, sale	15 00			
The Sunpapers - advertising sale	82 90			
The Afro-American - advertising sale	17 64			
Alex Cooper Auctioneers, Inc. - auctioneer's fee	25 00			
National Surety Corp. - bond premium	80 00			
1964 Taxes and Interest	174 77			
1965 Taxes, adj. 1/1/65 to 3/12/65 (61.72)	24 72			
1964 Sanitary charges and costs	142 90			
1965 Sanitary charges - 1/1/65 to 3/12/65 (27.24)	4 63			
Water Service bill - 3/1/65	5 00			
Notary fees	1 50	708 82		
To Credit Investment Trust, Inc. this balance on account of Mortgage claim filed	11,486 10	11,486 10		
			12,936	00

	Amount of Mortgage claim filed	11,887	64			
	Credit amount allowed above	11,486	10			
	Balance subject to Decree in Personam	401	54			

LIBER 163 PAGE 141

BANCROFT BUILDING AND INVESTMENTS COMPANY, a body corporate of the State of Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ADA MURPHY and JEROME S. MURPHY, her husband	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the plaintiff respectfully represent

That on the 24th day of October A. D., 1963 the defendants executed and delivered to the plaintiff, Bancroft Building and Investments Company a second mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $5250.00 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.

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 bound, etc.

J. Leonard Feinglass

J. Leonard Feinglass
750 Equitable Building
Baltimore, Maryland 21202
PL. 2-0522
Attorney for Plaintiff

FILED

1964 DEC -9 AM 10: 16

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—1/9/63

LIBER 163 PAGE 142
BOOK 1705 PAGE 316

THIS MORTGAGE,

Made this 24th day of October

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

Ada Murphy and Jerome S. Murphy, her husband,

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

Bancroft Building & Investments Company

a body corporate, duly incorporated under the Laws of Md., Mortgagee, of the second part:

Whereas, the said mortgagors stand bona fide indebted unto the said Mortgagee in the full and just sum of Five Thousand, Two Hundred and Fifty($5,250.00) Dollars in cash money this day loaned and advanced by the Mortgagee to the said Mortgagors, which sum of money said Mortgagors hereby promise, covenant and agree to repay unto the said Mortgagee in eleven (11) equal monthly installments of Twenty-Six Dollars and twenty-five cents ($26.25), beginning on the 24th day of November, 1963, and continuing on the 24th day of each and every month thereafter for ten months, and one payment of Five Thousand Two Hundred Seventy-six Dollars and twenty-five cents ($5,276.25) said twelth payment being due and payable on October 24, 1964; said payments to be first applied to interest on the indebtedness at the rate of six percentum (6%) per annum; and second to amortization of the principal indebtedness; and

Whereas, the Mortgagors desiring and intending to secure the prompt payment of said sum of money and each and all installments thereon, of principal and interest, at its and their respective maturities, execute this mortgage.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said ADA MURPHY and JEROME S. MURPHY, her husband,

do grant and convey unto BANCROFT BUILDING & INVESTMENTS COMPANY, its successor and assigns ~~heirs and assigns~~, in fee simple, all those lots or parcels of ground situate and lying in the Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for first and being all those five lots of ground situate in the First Election District of Anne Arundel County, known as Lots Nos. 2581, 2582, 2583, 2584 and 2585 as designated on the Plat entitled "Second Map of Woodland Beach" recorded among the Plat Records of Anne Arundel County in Plat Book FSR 3 folio 24 (now Plat Book 8 folio 12).

Being the same lots of ground described in a Deed dated December 19, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1087 folio 215 from Noah A. Hillman, Trustee to William E. Thomas of J. and Ada Murphy as joint tenants. The said William E. Thomas of J. having since died on October 6, 1960.

Beginning for the second at an iron pipe driven in the ground at the beginning of the parcel of ground described in a Deed dated July 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 848 folio 166 from James A. Rose and Eula Mae Rose, his wife to George T. Simpson and Evelyn Ann Simpson, his wife; thence running with and binding on the first, second, third and fourth lines of said Deed the four following courses and distances, viz; south 52 degrees 40 minutes west as now surveyed 646.5 feet to an iron pipe; south 50 degrees east 254 feet to a stone; south 44 degrees west 695 feet to a stone by a 30 inch oak and south 47 degrees 45 minutes east 861.40 feet to intersect the northwest right of way line of the Baltimore and Drum Point Railroad; said northwest right of way line being parallel with and distant 33 feet northwesterly measured at right angles from the center line of said Baltimore-Drum Point Railroad; thence binding on the said northwest right of way line of said railroad and running northeasterly by a curve to the right and binding on the fifth line of said Deed, a distance of 502 feet; the arc of said curve subtending a chord north 38 degrees 57 minutes east 501.73 feet; thence binding on the sixth and on the seventh lines of said Deed, the two following courses and distances, viz; north 41 degrees east 697 feet to an iron pipe and north 40 degrees 15 minutes

1964 DEC -9 AM 10: 16

PETITIONERS EXHIBIT NO 1

3.

west 941 feet more or less to the place of beginning. Containing 26 acres of land more or less.

Being the same lot of ground described in a Deed dated November 1, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC 1512 folio 344 was granted and conveyed by George T. Simpson and Evelyn Simpson, his wife to Ada Murphy.

A late charge shall be paid by the mortgagors in connection with any payment as provided for in this mortgage, which shall not have been paid within ten (10) days of the due date on which it is due, amounting to five (5%) per cent of said payment.

Any monies paid on any prior mortgage by the mortgagee herein to protect its interest under this mortgage may be added to and shall be included within the lien of this mortgage.

AND IT IS AGREED and understood by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of default in any of the payments, covenants or conditions of this or any prior Mortgage, if any, in whole or in part on the property hereinabove described, the entire Mortgage debt secured by the within mortgage then due and owing, together with accrued interest thereon, shall thereupon at the option of the Mortgagee, its successor or assigns, become due and payable; the waiver of any default or failure to exereise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter.

AND IT IS AGREED AND UNDERSTOOD by and between the parties hereto, notwithstanding anything herein contained to the contrary, that in the event of the transfer of any portion or all of the lot(s) of ground hereby mortgaged, by voluntary or involuntary grant or assignment, or by operation of law or in any other manner, then the Mortgagee and its assigns and sueeessors in title, shall at any time after the ehange in title or ownership, have the right to demand the immediate payment of the unpaid part of said mortgage indebtedness and aecrued interest; and upon failure thereupon of Mortgagee to pay said unpaid principal and accrued interest, this mortgage shall be in default and the Mortgagee shall be entitled to institute the foreclosure proceedings herein provided for. And it is agreed that the failure of the Mortgagee or its successors or assigns, to demand payment of said unpaid principal and accrued interest, after there be a change in title or ownership, as aforesaid, shall not be construed as a waiver of its right to make the demand at any time thereafter. The Mortgagee, however, reserves to itself and its successors or assigns in title, the right to consent from time to time to a change in title or ownership, such consent, however to be binding only if made in writing.

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 with the improvements and appurtenances aforesaid unto and to the proper use and benefit of the said Mortgagee, its successors and assigns [illegible] in fee simple.

Provided, that if the said ADA MURPHY AND JEROME S. MURPHY, her husband, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Thousand Two Hundred Fifty ($5,250.00) - - - - - - - - - - - - - - - - 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.

IT IS FURTHER AGREED by and between the parties hereto, notwithstanding anything herein contained to the contrary, that the balance of the mortgage indebtedness hereby secured shall mature and become due and payable at the expiration of years from the date hereof; and failure on the part of the Mortgagor so to pay the balance of this mortgage indebtedness shall constitute and be a default in this mortgage.

AND 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 the said attorney, a fee of One Hundred ($100.00) Dollars for his services in and about the collection of the said mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the power herein contained;

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

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, ground rents, 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 against the loss by fire and other hazards to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other loss to inure to the benefit of the said Mortgagee , its representatives ~~executors administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals

TEST:

C. Wharton Brown

Ada Murphy ..... [SEAL]

Ada Murphy

Jerome S. Murphy ..... [SEAL]

Jerome S. Murphy

..... [SEAL]

State of Maryland, City of Baltimore , ss:

I Hereby Certify, that on this 24th day of October in the year one thousand nine hundred and sixty-three before me,

of the State of Maryland, in and for the City aforesaid, personally appeared ADA MURPHY AND JEROME S. MURPHY, her husband, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be her act. At the same time also appeared Sylvan Block President of said Mortgagee,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

C. Wharton Brown

C. Wharton Brown Notary Public

Rec'd for record Oct. 31 1963 at 8:04 A.M.

Mailed to Zell C. Hurwitz

LIBER 163 PAGE 145

BANCROFT BUILDING AND INVESTMENTS COMPANY, a body corporate of the State of Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ADA MURPHY and JEROME S. MURPHY, her husband	:	No. 16,523 Equity

STATEMENT OF MORTGAGE DEBT

Principal Amount of Mortgage	$5,250.00
Applied to Principal	2,329.27
Balance due on Principal	$2,920.73
Expenses Advanced	175.00
	$3,095.73
Interest at the rate of 6% per annum from October 24, 1964 to December 9, 1964	23.00
	$3,118.73

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 9th day of December in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for the said City of Baltimore personally appeared Louis A. LoRusso, President of Bancroft Building and Investments Company, 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,

Mary Lou Walter
Notary Public

MARY LOU WALTER
BALTIMORE, MD.

FILED
1964 DEC -9 AM 10: 16

5

LIBER 163 PAGE 146

BANCROFT BUILDING AND INVESTMENTS COMPANY, a body corporate of the State of Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ADA MURPHY and JEROME S. MURPHY, her husband	:	September Term, 1964
	:	No. 16,823 Eq.

DECREE FOR SALE OF MORTGAGE PREMISES

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

IT, IS, THEREUPON, this 10th day of December, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Leonard Feinglass 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 $5,000.00 four thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least 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 notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $1500.00 at time of sale, balance in cash upon final

ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of 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.

Judge

FILED

1964 DEC 10 AM 10:38

7

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 163 PAGE 148

BANCROFT BUILDING AND INVESTMENT CO.
a body corporate of the State of Maryland

versus

ADA MURPHY and
JEROME S. MURPHY, her husband

BOOK 13 PAGE 15

BOND OF TRUSTEE TO SELL

No. 16,823 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, J. Leonard Feinglass, 750 Equitable Building, Baltimore, Maryland 21202

as Principal ,

and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York and duly authorized by its charter to transact 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 thousand - Dollars ($ 5,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 6th day of January in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN J. Leonard Feinglass

by virtue of a decree of the Honorable the Judge of the Circuit Court of

Anne Arundel County has been appointed trustee to sell

mentioned in the proceedings in the case of

BANCROFT BUILDING AND INVESTMENT CO.
a body corporate of the State of Maryland

versus

ADA MURPHY and JEROME S. MURPHY

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

J. Leonard Feinglass

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.

Mary Lou Walter

J. Leonard Feinglass (SEAL)

(SEAL)

(SEAL)

WITNESS AS TO SURETY

Mary F. Whedbee

1965 JAN -8 AM 10:08

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

8

J. LEONARD FEINGLASS,
Solicitor
Equitable Bldg.
Baltimore, Md.

Trustee's Sale

2 - VALUABLE FEE SIMPLE FRAME DWELLINGS

SITUATED ON 5 LOTS.
SALE ON PREMISES—
CORNER CHESAPEAKE DRIVE & BRENTWOOD RD.
(WOODLAND BEACH, A. A. CO., MD.)

ON MON., JAN. 11, 1965 AT 1:30 O'CLOCK, P.M.

By virtue of a decree of the Circuit Court of A. A. County in Equity, the undersigned Trustee will sell at public auction, as follows:

BEGINNING for the same and being all those 5 lots of ground situate in the 1st election district of A A. Co., known as Lots 2581, 2582, 2583, 2584 and 2585, as designated on the Plat entitled "2nd Map of Woodland Beach" recorded among the Plat Records of A. A. Co., in Plat Book F.R.S. 3 Folio 24 (now Plat Book 8 Fol. 12). Being in Fee-Simple and improved by 2 frame dwellings. The properties will be sold subject to a prior mortgage, the exact amount due thereon to be announced at time of sale. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

No. 9

TERMS OF SALE: Deposit of $500.00 at time of sale. Balance cash upon ratification of sale by the Circuit Court of A. A. Co. in Equity. All adjustments as of date of sale. Interest on unpaid purchase money from date of sale to date of settlement. Cost of all documentary stamps and transfer taxes to be paid by purchaser.

J. LEONARD FEINGLASS,
Trustee

A. J. BILLIG & CO., Aucts.
16 E. Fayette St., Balto. 2, Md.
PL. 2-8440

J-6

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 149

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 15, 19 65

We hereby certify, that the annexed

Trustee's Sale
Chesapeake Drive &
Brentwood Road

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of January, 19 65. The first insertion being made the 23rd day of December, 19 64.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 JAN 19 PM 1:54

By A. Leighsman

LIBER 163 PAGE 150

BANCROFT BUILDING AND INVESTMENTS COMPANY, a body corporate of the State of Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ADA MURPHY and JEROME S. MURPHY, her husband	:	16,823 Equity

AMENDED STATEMENT OF MORTGAGE DEBT

Principal Amount of Mortgage	$5,250.00
Applied to Principal	2,484.33
Balance due on Principal	$2,765.67
Expenses Advanced	385.00
	$3,150.67
Interest at the rate of 6% per annum from October 24, 1964 to February 15, 1965	53.18
	$3,203.85

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of February in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared Louis A. LoRusso, President of Bancroft Building and Investments Company, 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.

Mary Lou Walker
Notary Public

MARY LOU WALKER NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 FEB 16 AM 10: 33

10

LIBER 163 PAGE 151

AFFIDAVIT OF NON-MILITARY SERVICE

Bancroft Building and Investments Company
vs.
Ada Murphy and Jerome S. Murphy

Equity
No. 16,823

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this day of February,
19 65 , personally appeared before me, the subscriber, a Notary Public of the State of
Maryland, in and for [redacted], Baltimore City, Louis A. LoRusso
President of the Corporate Plaintiff

plaintiff , in the above entitled cause, and made oath, in due form of law, that defendant s
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
that Ada Murphy and Jerome S. Murphy
(the borrowers) actually reside at Route 424, Anne Arundel County
and are employed

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 19th day of
February , 19 65 .

MARY LOU WALTER NOTARY PUBLIC BALTIMORE, MD. Notarial Seal

Mary Lou Walter
Notary Public

My Commission will expire on: May 3, 1965

Filed,

FILED
1965 FEB 23 AM 10: 50

J. LEONARD FEINGLASS
Soli
Equitable Bldg.
Baltimore, Md.

Trustee's Sale

2 — VALUABLE FEE SIMPLE FRAME DWELLINGS

SITUATED ON 5 LOTS.
SALE ON PREMISES—
CORNER CHESAPEAKE
DRIVE & BRENTWOOD RD.
(WOODLAND BEACH
A. A. CO., MD.)

ON TUESDAY, FEB. 23, 1965 AT 1:30 O'CLOCK, P.M.

By virtue of a decree of the Circuit Court of A. A. County in Equity, the undersigned Trustee will sell at public auction, as follows:

BEGINNING for the same and being all those 5 lots of ground situate in the 1st election district of A. A. Co., known as Lots 2581, 2582, 2583, 2584 and 2585, as designated on the Plat entitled "2nd Map of Woodland Beach" recorded among the Plat Records of A. A. Co., in Plat Book F.R.S. 3 Folio 24 (now Plat Book 8 Folio 12). Being in Fee-Simple and improved by 2 frame dwellings. The properties will be sold subject to a prior mortgage, the exact amount due thereon to be announced at time of sale. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Deposit of $500.00 at time of sale. Balance cash upon ratification of sale by the Circuit Court of A. A. Co. in Equity. All adjustments as of date of sale. Interest on unpaid purchase money from date of sale to date of settlement. Cost of all documentary stamps and transfer taxes to be paid by purchaser.

J. LEONARD FEINGLASS,
Trustee

A. J. BILLIG & CO., Aucts.
16 E. Fayette St.,
Balto. 2, Md.
PL. 2-8440

F-18

No. M 12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 152

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1965

We hereby certify, that the annexed

Trustee's Sale
Cor. Chesapeake Dr. &
Brentwood Rd
Woodland Beach
No. 16,823 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of February, 1965. The first insertion being made the 4th day of February, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965
FEB 23 PM 3:58

By A. Tilghman

OFFICE PHONE, PLAZA 2-8440

LIBER 163 PAGE 153

A. J. BILLIG, PRESIDENT

A. J. BILLIG & COMPANY

General Auctioneers

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

16 EAST FAYETTE STREET

BALTIMORE 2, MD. February 23 1965

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

SUBSCRIBED TO AND SWORN TO.

A. J. BILLIG & CO.

BY

Jennie F. Jacobs
Notary Public

FILED

1965 FEB 25 PM 2:25

13

LIBER 163 PAGE 154

BANCROFT BUILDING & INVESTMENT COMPANY, a Body Corportate,

VS

ADA MURPHY AND JEROME S. MURPHY

IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO. IN EQUITY

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

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 23rd day of February, 1965, sold the property described in the attached advertisement of sale, at and for the sum of $500.00 Subj. to prior mtge of $8057.79 DOLLARS to BANCROFT Building & Investment Company being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

BY Jack Billig
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have on this 23rd day of February, 1965, purchased the property described in the attached advertisement of sale from J. Leonard Feinglass, Trustee,, at and for the sum of $500.00 Subj. to a prior mtge of $8057.79 DOLLARS and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

BANCROFT BUILDING & INVESTMENTS COMPANY

X BY Louis A. LoRusso PRES.

Purchasers

TEST:-- J. Leonard Feinglass

FILED
1965 FEB 25 PM 2:25

LIBER 163 PAGE 155

STATE OF MARYLAND, Baltimore County, , Sct.:

I HEREBY CERTIFY, That on this 23rd DAY OF February 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for Balto. County, State AFORESAID, personally appeared LOUIS A. LaRUSSO, PRES. OF BANCROFT BUILDING & INVESTMENTS COMANY, 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 Lots #2581 to 2585, incl., at the Cor. Chesapeake Drive & Brentwood Rd., Woodland Beach, A.A.Co., Md. mentioned in the said Report of Sale.

BANCROFT BUILDING & INVESTMENTS COMPANY

By Louis A. LaRusso PRES.

Purchaser

Mary Lou Walter
Notary Public

FILED
1965 FEB 25 PM 2:25

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

15

E-123—1 M—10-63.

LIBER 163 PAGE 156

REPORT OF SALE

—IN THE—

CIRCUIT COURT

Bancroft Building and Investments Company, a body corporate

VS.

Ada Murphy and Jerome S. Murphy, her husband

—FOR—

Anne Arundel ~~BALTIMORE~~ COUNTY

In Equity No. 16, 823

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR Anne Arundel ~~BALTIMORE~~ COUNTY:

The Report of Sale of J. Leonard Feinglass

Trustee appointed by the decree in the above entitled cause to make sale of 5 fee simple lots and two (2) frame dwellings known as Lots Nos. 2581, 2582, 2583, 2584, and 2585 as designated on the Plat entitled "2nd Map of Woodland Beach" recored in Plat Book FRS 3 folio 24 in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette

a weekly newspaper, published in Anne Arundel ~~BALTIMORE~~ County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 23rd day of February, 1965, at 1:30 o'clock, P. M., attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report unto Bancroft Building and Investments Company for the sum of Five Hundred Dollars ($500.00) which said price was the highest ampunt bid for said property.

J. Leonard Feinglass Trustee.

FILED 1965 FEB 25 PM 2:25

State of Maryland, County of Anne Arundel ~~Baltimore~~ Sct.

I Hereby Certify, that on this day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared J. Leonard Feinglass Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Mary Lou Walter, Notary Public

MARY LOU WALTER NOTARY PUBLIC BALTIMORE, MD.

14

J. LEONARD FEINGLASS
Solicitor
Equitable Bldg.
Baltimore, Md.

Trustee's Sale

2 — VALUABLE FEE SIMPLE FRAME DWELLINGS

SITUATED ON 5 LOTS.
SALE ON PREMISES—
CORNER CHESAPEAKE DRIVE & BRENTWOOD RD.
(WOODLAND BEACH
A. A. CO., MD.)

ON TUESDAY, FEB. 23, 1965 AT 1:30 O'CLOCK, P.M.

By virtue of a decree of the Circuit Court of A. A. County in Equity, the undersigned Trustee will sell at public auction, as follows:

BEGINNING for the same and being all those 5 lots of ground situate in the 1st election district of A. A. Co., known as Lots 2581, 2582, 2583, 2584 and 2585, as designated on the Plat entitled "2nd Map of Woodland Beach" recorded among the Plat Records of A. A. Co., in Plat Book F.R.S. 3 Folio 24 (now Plat Book 8 Folio 12). Being in Fee-Simple and improved by 2 frame dwellings. The properties will be sold subject to a prior mortgage, the exact amount due thereon to be announced at time of sale. The property will be sold subject to conditions, restrictions and agreements of record affecting same, if any.

TERMS OF SALE: Deposit of $500.00 at time of sale. Balance cash upon ratification of sale by the Circuit Court of A. A. Co. in Equity. All adjustments as of date of sale. Interest on unpaid purchase money from date of sale to date of settlement. Cost of all documentary stamps and transfer taxes to be paid by purchaser.

J. LEONARD FEINGLASS,
Trustee

A. J. BILLIG & CO., Aucts.
16 E. Fayette St.,
Balto. 2, Md.
PL. 2-8440

F-1

Stanley Kantor, Solicitor

ORDER NISI

LIBER 163 PAGE 158

BANCROFT BUILDING AND INVESTMENTS COMPANY, A BODY CORPORATE

versus

ADA MURPHY AND JEROME S. MURPHY, HER HUSBAND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,823 Equity

Ordered, this 25th day of February, 19 65, That the sale of the property in these proceedings mentioned made and reported by J. Leonard Feinglass, Trustee

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

The report states that the amount of sale was $ 500.00

Louis M. Phipps Clerk.

True Copy;

TEST: Clerk.

J. Leonard Feinglass, Attorney For: Md. Gazette (March 4th Edition)

(Final Order)

BANCROFT BUILDING AND INVESTMENTS COMPANY, A BODY CORPORATE

versus

ADA MURPHY AND JEROME S. MURPHY, HER HUSBAND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of April, 1965, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse, JUDGE.

FILED

1965 APR -7 AM 11:24

17

LIBER 163 PAGE 159

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,823 EQUITY

Bancroft Building And Investments Company, A Body Corporate

versus

ADA MURPHY And
JEROME S. MURPHY, Her Husband

Ordered, this 25th day of February, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Leonard Feinglass, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of April next.

The report states that the amount of sale was $500.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq 16,823

Ada Murphy and

Jerome S. Murphy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of April, 1965. The first insertion being made the 4th day of March, 1965.

FILED

1965 MAR 29 PM 1:15

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

18 No. M.G. 5717

LIBER 163 PAGE 160

In the Case of

BANCROFT BUILDING AND INVESTMENTS COMPANY, a body corporate of the State of Maryland

VS.

ADA MURPHY and JEROME S. MURPHY, her husband

In the

Circuit Court

For

Anne Arundel County

No. 16,823 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 30 AM 11:22

All of which is respectfully submitted.

June 30, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th 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: Allie E. Jankowski deputy

FILED

1965 JUL 16 AM 9:03

19

Dr. BANCROFT BUILDING AND INVESTMENTS COMPANY, a body corporate of the State of Maryland

vs.

ADA MURPHY and JEROME S. MURPHY, her husband

In Acct. with J. LEONARD FEINGLASS, Trustee

				Cr.	
1965, February 23					
Proceeds of Sale	500	00	500	00	
Overpayment of expenses by Trustee	21	17	21	17	
					521 17
To Trustee for fee, viz:	100	00			
To Trustee for commissions, viz:	33	00	133	00	
To Trustee for Court Costs, viz:					
Plaintiffs solicitors appearance fee	10	00			
Clerk of Court - Court costs	31	25			
Auditor - stating this account	35	00	76	25	
To Trustee for expenses, viz:					
Maryland Gazette - advertising sale	52	50			
Daily Record - advertising sale	23	32			
The Sunpapers - advertising sale	81	70			
Capital Gazette Press - Order nisi, sale	15	00			
A. J. Billig & Company - auctioneer's fee	100	00			
National Surety Corp. - bond premium	20	00			
1965 Taxes - adj. 1/1/65 to 2/23/65 (60.11 - 6 mos.)	17	40			
Miscellaneous notary fees	2	00	311	92	
					521 17
Amount of Mortgage claim filed	3,118	73			
Interest on principal balance of $3,095.73 from					
12/9/64 to 7/16/65 - 219 days @ 6%	111	45			
Overpayment of expenses of sale by Trustee	21	17			
Balance subject to Decree in Personam	3,251	35			

PETITION FOR FORECLOSURE

LIBER 163 PAGE 162

CREST INVESTMENT TRUST, INC.

VS.

HARRY R. JOHNSON

MARJORIE JOHNSON

IN THE

CIRCUIT COURT

~~OR~~
FOR
~~XXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
IN EQUITY

No. 17,087

To The Honorable, the Judge of said Court:

The petition of the plaintiff s **respectfully represent**

That on the 8th **day of** January **A. D.** 1962 **the defendant executed and delivered to** Progress Federal Savings and Loan Association **a mortgage upon certain** fee simple **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of $** 19,500.00 **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.** Said mortgage having been short assigned to Crest Investment Trust, Inc. on March 12, 1965. Said assignment having been duly recorded among the Land Records of Anne Arundel County on March 16, 1965.

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.

FILED
1965 MAR 18 AM 9:29

Thomas D. Noeth, Jr. *Attorney for Plaintiff*
41 W. Preston St.
Baltimore 1, Md.
Plaza 2-2090

EXHIBIT II

LIBER 163 PAGE 163

BOOK 1625 PAGE 566

No. 17,087 Equity

This Mortgage, Made this 8th day of January, in the year one thousand, nine hundred and sixty-two, between HARRY R. JOHNSON and MARJORIE JOHNSON, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagor (throughout this mortgage, the word "Mortgagor" and the singular number and masculine gender used in referring to the "Mortgagor" shall be deemed to constitute joint and several reference to the signer or signers of this mortgage, regardless of actual number and gender), and PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of NINETEEN THOUSAND FIVE HUNDRED ---------- Dollars ($19,500.00) being part of the purchase money for the property hereinafter described:

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

95277

By the payment of ONE HUNDRED FORTY-EIGHT ---------- Dollars ($148.00) (plus one-twelfth (1/12) of the annual taxes, water rents, ground rents if any, insurance premiums, and other public charges and assessments) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month. The said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments, or public charges of every nature and description, ground rent, fire and tornado insurance premiums, and other charges affecting the hereinafter-described premises; and (3) towards the payment of the aforesaid principal sum.

Notwithstanding any other provision of this mortgage, the Mortgagor agrees to pay a late charge not to exceed four percent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in the handling of such delinquent payments.

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

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

BEING KNOWN AND DESIGNATED as Lots Nos. 33 and 34, as shown on Plat No. 2 of Beacon Hill, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, folio 29.

TOGETHER WITH the right to use in common with others who may be given the same right by the grantor to the use of the 100 feet of bathing beach on the Chesapeake Bay, situate within the bounds of Lot 18 as shown on the aforesaid Plat, together with the right to use a 10-foot path abutting Lot 18 for the purpose of ingress and egress to and from said Beach.

BEING all and the same property which, by Deed dated May 25, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 930, folio 235, was granted and conveyed by Edward S. Corcoran and wife unto the said Harry R. Johnson and Marjorie Johnson, his wife, in fee simple.

FILED

1965 MAR 18 AM 9:29

JAN 9 1963 JAN 9 1963 JAN 9 1963

RECORDATION TAX ACT OF 1947 $2.20 $2.20 | RECORDATION TAX ACT OF 1947 $2.20 $2.20 | RECORDATION TAX ACT OF 1947 $5.50 $5.50 | RECORDATION TAX ACT OF 1947 $11.00 | $22.00

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

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

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest hereinabove specified from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. While this loan may be prepaid, in whole or in part, if aggregate prepayment between any two anniversary dates exceeds twenty percent of the original principal amount of the loan, six (6) months' advance interest on such excess prepayment, at the rate specified in this Mortgage, may be charged by the Mortgagee. From time to time, for the purposes of the preceding sentence, the phrase "original principal amount of the loan" shall mean the amount originally advanced less aggregate sums (if any) theretofore required to be paid to Mortgagee as a condition for the release of a portion or portions of the mortgaged property from the lien of this Mortgage.

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

AND the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Sections 720 to 732 inclusive, of Chapter 123, Laws of Maryland, passed at the January Session in the year 1898, or any supplement thereto—or this mortgage may be foreclosed by the said Mortgagee, its successors or assigns, or by PAUL F. DUE, their duly constituted Attorney or Agent, under the provisions of Sections 6 to 15 inclusive, of Chapter 12 of the Laws of Maryland, passed at the January Session in the year 1950, or any supplement thereto, or under the provisions of Article LXVI, Sections 6 to 10 inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to Mortgages; and upon sale of said property under the powers herein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred Dollars, and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City or County aforesaid; (2) To the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage, whether the same shall have matured or not; and (3) The surplus (if any there be) to the said Mortgagor, his heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Roberta Ray Harden
Roberta Ray Harden

Harry R. Johnson (SEAL)
Harry R. Johnson

Marjorie Johnson (SEAL)
Marjorie Johnson

(SEAL)

(SEAL)

198392

5

FOR VALUE RECEIVED, We hereby assign, without recourse, all of our right, title and interest in and to the within mortgage and the mortgage debt represented thereby, to the Crest Investment Trust, Inc., this 12th day of March, 1965.

LIBER 163 PAGE 166

PROGRESS FEDERAL SAVINGS & LOAN ASSOCIATION

M. R. du Bois
WITNESS

L. E. Mason, Jr.
L. E. Mason, Jr., Vice President & Treasurer

BOOK 1625 PAGE 569

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 8th day of January, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HARRY R. JOHNSON and MARJORIE JOHNSON, his wife, the Mortgagors named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument, and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared LOUIS A. REINHARDT, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100

ROBERTA RAY HARDEN NOTARY PUBLIC BALTIMORE COUNTY, MD

Roberta Ray Harden
Roberta Ray Harden, *Notary Public.*

My commission expires May 6, 1963.

Rec'd for record Jan. 9, 1963 at 9:09 A.M.
Mailed to Due, Nickerson, Whiteford & Taylor

File in Equity 17087

SHORT ASSIGNMENT OF MORTGAGE

FROM

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

TO

CREST INVESTMENT TRUST, INC.

BLOCK No.

RECD FOR RECORD IN LIBER RECORDS OF MARYLAND COUNTY
SEP 18 1963
RECORDED IN LIBER
NO. 1625 FOLIO 569
LOUIS M. PHIPPS, CLERK

Received for Record at 8 o'clock M. Same day

Recorded in Liber No. Folio etc., one of the Records of Baltimore City, and examined.

Per

Mail to Clerk.

10M—9-64

1.00

#140-Y

STATEMENT OF MORTGAGE CLAIM

LIBER 163 PAGE 167

CREST INVESTMENT TRUST, INC.

vs.

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

~~— OR —~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,087

STATEMENT OF MORTGAGE DEBT

Amount of mortgage	$19,500.00
Paid on account	356.64
Balance due	$19,143.36

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th 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 Edward J. Fleischmann, General Manager of Crest Investment Trust, Inc.

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

FILED

1965 MAR 18 AM 9:29

As witness my hand and Notarial Seal,

Beatrice Kaplan

Notary Public.

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

CREST INVESTMENT TRUST, INC.

vs.

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

~~OR~~
FOR
~~XXXXXXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

IN EQUITY

Docket ..... Folio .....

No. 17,087 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Edward J. Fleischmann, General Manager of Crest Investment Trust, Inc. and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

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

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

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

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

Edward J. Fleischmann
Affiant.

Subscribed and sworn to before me this 15th day of March 19 65

Beatrice Kaplan
Notary Public

FILED

1965 MAR 18 AM 9:29

7

DECREE FOR SALE OF MORTGAGE PREMISES

CREST INVESTMENT TRUST, INC.

vs.

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

~~OF~~

FOR

~~[illegible]~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,087 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 18th **day of** March, **in the year nineteen hundred and** sixty-five, **by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Irving Bowers be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of 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 notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel County, 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), of the time, place, manner and terms of sale, which shall be cash, deposit of $2000.00 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 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 Bowen Duckett

FILED

1965 MAR 19 AM 11:35

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TRUSTEE TO SELL

LIBER 163 PAGE 170

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND BOOK 13 PAGE 119

Case # 17,087
Docket 22 fol 429

CREST INVESTMENT TRUST, INC.

versus

HARRY R. JOHNSON AND
MARJORIE JOHNSON, HIS WIFE

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, IRVING BOWERS,

41 W. PRESTON STREET, BALTIMORE, MARYLAND

as Principal ,

and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

THIRTY THOUSAND---------- Dollars ($ 30,000.00)

to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 30TH day of MARCH in the year of our Lord one thousand, nine hundred and SIXTY-FIVE

WHEREAS THE ABOVE BOUNDEN IRVING BOWERS

by virtue of a decree of the Honorable the Judge of the Circuit Court of ANNE ARUNDEL COUNTY has been appointed trustee to sell CERTAIN PROPERTY mentioned in the proceedings in the case of

CREST INVESTMENT TRUST, INC.

versus

HARRY R. JOHNSON AND MARJORIE JOHNSON, HIS WIFE

now pending in said Court.

1965 APR -1 AM 11:50 FILED

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden IRVING BOWERS

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

Thomas O Swartz

Irving Bowers (SEAL)
IRVING BOWERS

(SEAL)

(SEAL)

WITNESS AS TO SURETY
Gladys Parrack
GLADYS PARRACK

NATIONAL SURETY CORPORATION
By Rose M Bausch
ROSE M. BAUSCH ATTORNEY-IN-FACT

Bond approved this 1st day of April, 1965
Louis N. Phipps, Clerk

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THOMAS D. NOETH
Solicitor
41 W. Preston Street
Balto., Md.

Trustee's Sale

OF HIGHLY DESIRABLE MODERN FEE SIMPLE LUXURY-TYPE MASONRY DWELLING

BOX 324 RFD No. 2
ON SHIPS VIEW ROAD
Beacon Hill Section,
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, Docket 22, Folio 429, Case No. 17087, the undersigned, Trustee, will sell at public auction on the premises on

FRI., APRIL 23, 1965
AT 3 P.M.

ALL THAT FEE SIMPLE LOT OF GROUND situate and lying in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lots No. 33 and 34 Plat No. 2 of Beacon Hill which plat is recorded among the Plat records of Anne Arundel County in Plat Book No. 22 Folio 29 together with the right to use the 10 foot path as set forth in an agreement recorded in Liber G.T.C. 1059 folio 234. IMPROVED BY A MODERN 1-STORY MASONRY BUNGALOW CONTAINING 6 rooms and 1½ baths and situate on large wooded lot.

Being sold subject to easements, restricts and agreements of record, if any.

Terms of Sale: Cash. A deposit of $2,000 required of the purchaser at time of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from date of sale. Documentary stamps and transfer costs to be paid by the purchaser.

Irving Bowers,
Trustee

ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert Street
Balto. 2, Md.
PLaza 2-4868

A-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 171

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 24, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17,087

On Ships View Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of April, 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

REPORT OF SALE

LIBER 163 PAGE 172

CREST INVESTMENT TRUST, INC.

vs.

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

~~CITY~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Docket 22-429

Case #17087

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

The Report of Sale of Irving Bowers

Trustee appointed by the decree in the above entitled cause, to make sale of the fee simple property known as Lots 33 & 34 Plat #2 Beacon Hill, recorded in Plat Records in Anne Arundel County in Plat Book #22 folio 29 with the right to use of a 10' path. 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 Maryland Gazette, a weekly

.....

.....Anne Arundel County.....

~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on the 23rd day of April 19 65 at 3:00 o'clock P. M. attend on the premises and then and there sold the above described premises together with improvements thereon to Crest Investment Trust, Inc. for the sum of $20,000.00, it being the highest bidder therefor.

Irving Bowers

Irving Bowers, Trustee

FILED

1965 MAY -7 AM 11: 10

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 6th day of May 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Irving Bowers

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

As witness my hand and Notarial Seal,

Beatrice Kaplan

Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE Sct: LIBER 163 PAGE 173

I HEREBY CERTIFY, that on this 23rd day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Irving Bowers, Agent for Crest Investment Trust Inc ~~Baltimore County~~, purchaser at the foreclosure sale in this cause, and made oath in due form of law that ~~he is the purchaser and purchased same as principal and not as an agent for anyone~~, ~~or~~ he purchased same as agent and his principal is CREST INVESTMENT TRUST Inc, and that he has not directly or indirectly discouraged anyone from bidding for the said On Ships View Rd, Anne Arundel Co. Brl 324, R.F.D #2, Beacon Hill Section mentioned in the said Report of Sale.

Irving Bowers Agent for Crest Investment Trust Inc (SEAL) Alexander Cooper
Purchaser Notary Public

Purchaser

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 MAY -7 AM 11: 10

12

LIBER 163 PAGE 174

CREST INVESTMENT TRUST, INC.

Vs

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity
(Case No. 17087)

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 23rd day of April 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 20,000.00 to Crest Investment Trust, Inc. By Irving Bowers, Agent. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 23rd day of April 1965, purchased the property described in the attached advertisement of sale from Irving Bowers, Trustee at and for the sum of $20,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Crest Investment Trust Inc
By Irving Bowers Agent
Purchaser

FILED
1965 MAY -7 AM 11:10

THOMAS D. NOETH, JR.
Solicitor
41 W. Preston Street
Balto., Md.

Trustee's Sale

OF HIGHLY DESIRABLE MODERN FEE SIMPLE LUXURY-TYPE MASONRY DWELLING

BOX 324 RFD No. 2
ON SHIPS VIEW ROAD
Beacon Hill Section,
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, Docket 22, Folio 429, Case No. 17087, the undersigned, Trustee, will sell at public auction on the premises on

FRI., APRIL 23, 1965 AT 3 P.M.

ALL THAT FEE SIMPLE LOT OF GROUND situate and lying in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lots No. 33 and 34 Plat No. 2 of Beacon Hill which plat is recorded among the Plat records of Anne Arundel County in Plat Book No. 22 Folio 29 together with the right to use the 10 foot path as set forth in an agreement recorded in Liber G.T.C. 1059 folio 234. IMPROVED BY A MODERN 1-STORY MASONRY BUNGALOW CONTAINING 6 rooms and 1½ baths and situate on large wooded lot.

Being sold subject to easements, restricts and agreements of record, if any.

Terms of Sale: Cash. A deposit of $2,000 required of the purchaser at time of sale, baiance upon ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from date of sale. Documentary stamps and transfer costs to be paid by the purchaser.

Irving Bowers,
Trustee

ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert Street
Balto. 2, Md.
PLaza 2-4868 A-22

13

LIBER 163 PAGE 175

CREST INVESTMENT TRUST, INC.

vs.

HARRY R. JOHNSON and MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

~~OF~~

~~EXXXXXXXX~~

FOR

ANNE ARUNDEL COUNTY
Docket 22-429
Case #17087

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph L. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph L. Cooper this 3rd Day of May, 1965

Peggy Kah
Notary Public

NOTARY PUBLIC

FILED

1965 MAY -7 AM 11:10

14

ORDER NISI

LIBER 163 PAGE 176

CREST INVESTMENT TRUST, INC.

versus

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,087 Equity

Ordered, this 7th day of May, 19 65, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of June next.

The report states that the amount of sale was $ 20,000.00

Louis N. Phipps Clerk.

True Copy,

Thomas D. Noeth, Jr.

TEST: Clerk.

For the Maryland Gazette (May 13th Edition)

(Final Order)

CREST INVESTMENT TRUST, INC.

versus

HARRY R. JOHNSON and

MARJORIE JOHNSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of June, 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 JUN 17 PM 2:10

15

LIBER 163 PAGE 177

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,087 Equity

CREST INVESTMENT TRUST, INC.

versus

HARRY R. JOHNSON and MARJORIE JOHNSON, his wife

Ordered, this 7th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by Irving Bowers, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of June next.

The report states that the amount of sale was $20,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,087

Harry R. Johnson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of June, 1965. The first insertion being made the 13th day of May, 1965.

FILED

1965 JUN 16 PM 1:25

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighman

16 No. M. G. 4472

LIBER 163 PAGE 178

In the Case of

CREST INVESTMENT TRUST, INC.

VS.

HARRY R. JOHNSON and MARJORIE JOHNSON

In the

Circuit Court

For

Anne Arundel County

No. 17,087 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 JUL -2 PM 3:22

All of which is respectfully submitted.

July 2, 1965

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th 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 20 AM 9:04

17

LIBER 163 PAGE 179

Dr. CREST INVESTMENT TRUST, INC. vs. HARRY R. JOHNSON and MARJORIE JOHNSON

In Acct. with IRVING BOWERS, Trustee

					Cr.	
1965, April 23						
Proceeds of Sale	20,000	00				
Interest on deferred payment of $18,000.00 from						
4/23/65 to 6/21/65 @ 6%	193	24	20,193	24		
					20,193	24
To Trustee for fee, viz:	100	00				
To Trustee for commissions, viz:	635	79	735	79		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	35	00	73	00		
To Trustee for expenses, viz:						
Capital-Gazette Press - advertising sale	70	00				
Capital-Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	90	00				
The Daily Record - advertising sale	23	76				
Alex Cooper Auctioneers, Inc. - auctioneer's fee	35	00				
National Surety Corp. - bond premium	120	00				
1965 Taxes adj. 1/1/65 to 4/23/65 (127.07 - 6 mos.)	79	75				
Miscellaneous notary fees	2	00	435	51		
To Crest Investment Trust, Inc. this balance on						
account of Mortgage claim filed	18,948	94	18,948	94		
					20,193	24

Amount of Mortgage claim filed	19,143	36
Interest on principal balance of $19,143.36 from 3/15/65 to 7/19/65 - 126 days @ 6%	396	26
	19,539	62
Credit - amount allowed above	18,948	94
Balance subject to Decree in Personam	590	68

LIBER 163 PAGE 181

HOWARD TRAINER 4658 Homer Avenue Suitland, Maryland	:	IN THE CIRCUIT COURT FOR
Complainant	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 16577
RUTH N. TRAINER Second Avenue Glen Burnie, Maryland	:	
Respondent	:	

..oo0oo..

BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The complainant, Howard Trainer, by his solicitors, Thomas M. Schifanelli and Schifanelli & Walsh, respectfully represents unto your Honors:

1. That by virtue of a deed dated October 11, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450, folio 65, complainant and respondent became seized, in fee simple, of Lot Nos. 143 through 145, Point Pleasant, located in the Fifth Election District of Anne Arundel County, said deed being attached hereto, marked "Complainant's Exhibit A."

2. That said lots are improved by a residence constructed thereon.

3. That by virtue of a decree of this Honorable Court, dated the 16th day of June, 1964, the complainant and respondent became divorced a vinculo matrimonii (Divorces No. 8172).

4. That the said real estate is not susceptible of being partitioned, without material loss and injury.

FILED
1964 SEP -3 PM 2:51

TO THE END THEREFORE:

That the said real estate be sold and a division of the proceeds be made between the parties.

Howard D. Trainer Sr.
Howard Trainer, Complainant

Thomas M. Schifanelli
Thomas M. Schifanelli

Schifanelli & Walsh
Schifanelli & Walsh
15 School Street
Annapolis, Maryland
CO3-3136

Solicitors for Complainant

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

I HEREBY CERTIFY that on this 29 day of August, 1964, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared HOWARD TRAINER, complainant herein, and made oath in due form of law that the matters and facts set out in the foregoing bill of complaint for sale of of real estate and true and correct to the best of his knowledge, information and belief.

Helen A. Hill
Notary Public

LIBER 130 PAGE 00

THIS DEED, made this 11th day of October 1947, by and between Franois Dembinsky and Irene Dembinsky, his wife, parties of the first part, and Howard D. Trainer and Ruth N. Trainer, his wife, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five-Dollars ($5.00) and other good and valuable considerations, receipt is hereby aoknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, their heirs and assigns, as tenants by the entireties, in fee simple.

ALL those three lots of ground in the Fifth Election Distriot of Anne Arundel County, State of Maryland, in the development known as Point Pleasant, and designated as Lots No. 143-144 and 145, in the aforesaid development; the said lots eaoh having a 50 foot frontage on Seoond Avenue as shown on the said plat, with an equal depth of 150 feet, as shown on an unrecorded plat of Point Pleasant, made by E.V. Coonan and Company, Civil Engineers, dated July 10, 1916.

BEING all those lots acquired by the Grantor by deed dated Maroh 21, 1946, from Grantor's herein, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 383.

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

TO HAVE AND TO HOLD the above described property, hereby intended to be conveyed to and unto the proper use and benefit of the said parties of the second part, their heirs and assigns, as tenants by the entireties, in fee simple.

AND the said party of the first part does hereby covenant that they will warrant specially the property hereby granted and oonveyed; and that they will execute such other and further assurances of the same as may be requisite.

FILED
1954 SEP -3 PM 2:51

COMPLAINANT'S EXHIBIT A.

WITNESS the hand and seals of the said Grantor's.

Joseph W. Scholz
WITNESS:
JOSEPH W. SCHOLZ

Francis Dembinsky
Francis Dembinsky.

Irene Dembinsky
Irene Dembinsky.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 11 day of Oct 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, pe sonally appeared Franics Dembinsky and Irene Dembinsky, his wife, and they each acknowledged the aforegoing deed to be their act.

WITNESS my hand and Notarial Seal.

JAMES B. ELLISON NOTARY PUBLIC

James B. Ellison
JAMES B. ELLISON

No title examination JWS.

Recorded December 31st, 1947 at 1:30 P.M.

STATE OF MARYLAND. ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....Deed.....is truly taken and copied from Liber..J.H.H., No...450..... folia....65..... one of the .....Land..... Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this...28th day of...August... A. D., 196..4

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

LIBER 163 PAGE 185

HOWARD TRAINER
4658 Homer Avenue
Suitland, Maryland
Complainant

vs.

RUTH N. TRAINER
Second Avenue
Glen Burnie, Maryland
Respondent

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Equity No. 16,577

* * * * * * * *

ANSWER TO BILL OF COMPLAINT FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The respondent, Ruth N. Trainer, by her solicitor, Phillip F. Scheibe, for answer to Bill of Complaint For Sale of Real Estate shows unto your Honors as follows:

1. That the respondent admits the allegations contained in Paragraphs 1, 2 and 3 of said Bill of Complaint.

2. That the respondent neither admits nor denies the allegations contained in Paragraph 4 of said Bill of Complaint.

Wherefore, the respondent having fully answered all the allegations contained in said Bill of Complaint, prays that she be dismissed with costs.

Ruth N. Trainer
Ruth N. Trainer

Phillip F. Scheibe,
Attorney for the Respondent
4902 Ritchie Highway
Baltimore 25, Maryland STate 9-3700

I hereby certify that on the 18th day of September, 1964, a copy of said Answer to Bill of Complaint For Sale of Real Estate was mailed to Thomas M. Schifanelli, 15 School Street, Annapolis, Maryland, Attorney for the Complainant.

FILED
1964 SEP 21 AM 11:35

Phillip F. Scheibe
Attorney for the Respondent

LIBER 163 PAGE 186

HOWARD TRAINER	:	IN THE CIRCUIT COURT
Complainant	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUTH TRAINER	:	Equity No. 16,577
Respondent	:	

..o0o..

STIPULATION

Howard Trainer, by Thomas M. Schifanelli and Schifanelli & Walsh, his solicitors, and Ruth N. Trainer, by Phillip F. Scheibe, her solicitor, stipulate as follows:

1. That they are complainant and respondent herein, respectively, in this cause for the sale of real estate.

2. That they are sole owners of the real estate involved herein.

3. That they are desirous of having the realty sold.

4. That they consent to a decree for the sale thereof.

5. That they waive taking of testimony, as to the appraisal and that its present market value is approximately $ 9,000.00 XX.

Phillip F. Scheibe
Phillip F. Scheibe
4902 Ritchie Highway
Baltimore, Maryland
Attorney for Respondent

Thomas M. Schifanelli
Thomas M. Schifanelli
Schifanelli & Walsh
15 School Street
Annapolis, Maryland
Attorney for Complainant

FILED
1964 OCT 28 AM 10:56

LIBER 163 PAGE 187

HOWARD TRAINER	:	IN THE CIRCUIT COURT
Complainant	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUTH TRAINER	:	Equity No. 16,577
Respondent	:	

..ooOoo..

DECREE

The proceedings having been read and considered;

IT IS THEREUPON this 28th day of October, 1964, by the Circuit Court for Anne Arundel County, in Equity

Adjudged, Ordered and Decreed that the property mentioned in these proceedings be sold a public or private sale and if at private sale for not less than $ 9000.00, the appraisal value thereof as stipulated by the parties hereto, and that Thomas M. Schifanelli and Phillip F. Scheibe 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 Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, and in the penalty of $ 9000.- condition for the performance of the trust reposed in them by this decree, or to be reposed in them by any future order or decree in the premises; they shall then proceed to make the sale and if at public sale, by giving at least three weeks notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as they may think proper, the terms of which said sale shall be as follows: A deposit of ten per cent (10%) of the amount shall be paid in cash on the day of sale and the balance shall be paid in cash on the final ratification of such sale by this Court,

FILED
1964 OCT 29 AM 10: 30

7

or all cash at the option of the purchaser, any deferred payment to bear interest from the date of sale at the rate of six per cent (6%).

And as soon as may be convenient after said sale, the Trustees shall return to this Court a full and particular report of the sale with the fairness of such sale annexed. And on ratification of said sale by this Court and on the payment of the whole purchase money, and not before, the Trustees, by a good and sufficient deed to be executed and acknowledged, agreeable to law, shall convey to the purchaser of such property, and to his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them, or any of them.

And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting therefrom the cost of this suit and such commission 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 discharge their trust.

JUDGE

8

LIBER 163 PAGE 189

HOWARD TRAINER	:	IN THE CIRCUIT COURT
Complainant	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUTH TRAINER	:	Equity No. 16,577
Respondent	:	

..ooOoo..

PETITION TO AMEND DECREE BY INTERLINEATION, CONSENT, AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Howard Trainer, Complainant herein, by Thomas M. Schifanelli and Schifanelli & Walsh, his solicitors, respectfully represents unto your honors:

1. That on October 28, 1964, a decree was entered up herein for the sale of real estate.

2. That solicitors for complainant erred in the preparation of said decree in that the phrase "and if at private sale" was omitted from line five (5) page 1 thereof, between the words "sale" and "for".

TO THE END THEREFORE:

That the Clerk of Court or his authorized representative amend the decree by interlineation by inserting the phrase "and if at private sale" at line 5, page 1 thereof, between the words "sale" and "for."

Thomas M. Schifanelli
Thomas M. Schifanelli

Schifanelli & Walsh
Schifanelli & Walsh
15 School Street
Annapolis, Maryland
CO3-2001

Solicitors for Complainant

FILED

1964 NOV 27 PM 3:50

CONSENT

Ruth Trainer, respondent herein, by Philip F. Scheibe, her solicitor, consents to the above petition to amend decree by interlineation.

Philip F. Scheibe
4902 Ritchie Highway
Glen Burnie, Maryland
ST9-3700

Solicitor for Respondent

ORDER OF COURT

UPON consideration of the foregoing petition to amend decree by interlineation and consent thereto, it is, this 30th day of November, 1964, by the Circuit Court for Anne Arundel County,

ORDERED that the Clerk of Court of his authorized representative amend the decree entered herein, by inserting the phrase "and if at private sale" at line five (5) page 1 thereof, between the words "sale" and "for".

J. Bruce Duckett
JUDGE

FILED
1964 NOV 30 PM 3:39

10

G 22086

LIBER 163 PAGE 191
BOOK 13 PAGE 6

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

Bond #460739

A STOCK COMPANY

Equity #16,577

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, THOMAS M. SCHIFANELLI and PHILLIP F. SCHEIBE ---------- **of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** NINE THOUSAND DOLLARS ($9,000.00) --------- **current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this** 28th **day of** December , **19**64 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Howard Trainer vs. Ruth Trainer, No. 16,577 Equity, **dated** October 28, 1964, the said PRINCIPALS ---------- **were appointed Trustees to make sale of the property described in said proceedings, and the said** Thomas M. Schifanelli and Phillip F. Scheibe ---------- **are about to execute said power and make sale of the property described in said proceedings.**

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Thomas M. Schifanelli (SEAL)
Thomas M. Schifanelli

Phillip F. Scheibe (SEAL)
Phillip F. Scheibe

WITNESS:
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 28th day of December, 1964
Louis N. Phipps, Clerk

FILED
1964 DEC 28 AM 11:36

Schifanelli & Walsh, Attorneys
15 School Street, Annapolis, Md.

Trustee's Sale

OF VALUABLE RESIDENCE PROPERTY

Situate in the Fifth Election District of Anne Arundel County, Maryland, on Second Avenue, Glen Burnie, improved by a frame house containing five rooms and bath, and partial basement. Oil Heat.

Under and by virtue of the power of sale contained in a decree of the Circuit Court for Anne Arundel County dated October 28, 1964, and filed in No. 16,577, Equity, in said Court, we will offer for public sale on the premises on

TUES., JAN. 19th, 1965 AT 11:00 O'CLOCK A.M.

the following described property, namely:

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

BEING all of Lot Nos. 143, 144 and 145, as shown on a plat of Point Pleasant. Each said lot measures 50 feet by 150 feet, and

BEING the same lots of ground which by deed dated October 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450, folio 65, were granted and conveyed by Francis Dembinsky and Irene Dembinsky, his wife, to Howard Trainer and Ruth N. Trainer, his wife.

No. 12

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon, at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to day of sale. Costs of all documentary stamps to be borne by purchaser. For further particulars, inquire of the undersigned.

THOMAS M. SCHIFANELLI
15 School Street
Annapolis, Maryland
263-2001
PHILLIP F. SCHEIBE
4902 Ritchie Highway
Glen Burnie, Maryland
ST 9-3700
TRUSTEES
ROBERT H. CAMPBELL,
Auctioneer

J-13

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 192

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13 1965

We hereby certify, that the annexed

Trustee's Sale
Second ave, Glen Burnie
Eq. No. 16,577

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of January, 1965. The first insertion being made the 31st day of December, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 JAN 19 PM 1:84
By A. Tulghman

Robert H. Campbell
Auctioneer

TRUSTEE'S SALE OF VALUABLE RESIDENCE PROPERTY

Situate in the Fifth Election District of Anne Arundel County, Maryland, on Second Avenue, Point Pleasant, improved by a frame house containing five rooms and bath, and partial basement. Oil Heat.

Under and by virtue of the power of sale contained in a decree of the Circuit Court for Anne Arundel County dated October 28, 1964, and filed in No. 16,577, Equity, in said Court, we will offer for public sale on the premises on

Thursday, March 4, 1965

at

11:00 o'clock A.M.

the following described property, namely:

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

BEING all of Lots Nos. 143, 144 and 145, as shown on a plat of Point Pleasant. Each said lot measures 50 feet by 150 feet, and

BEING the same lots of ground which by deed dated October 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450, folio 65, were granted and conveyed by Francis Dembinsky and Irene Dembinsky, his wife, to Howard Trainer and Ruth N. Trainer, his wife.

TERMS OF SALE: A deposit of Nine Hundred Dollars ($900.00) on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and Public Charges to be adjusted to day of sale. Costs of all documentary stamps to be borne by purchaser. For further particulars, inquire of the undersigned.

Thomas M. Schifanelli
15 School Street
Annapolis, Maryland
263 2001
Phillip F. Scheibe
4902 Ritchie Highway
Glen Burnie, Maryland
ST9 3700
TRUSTEES Mar. 4

L3

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

LIBER 163 PAGE 193

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

THE STAR

GLEN BURNIE, MD., February 26, 1965

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

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 26th day of February 19 65, that is to say the same was inserted in the issues of February 11,18,25,1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 FEB 26 AM 9:18

By Edith Greenwood

LIBER 163 PAGE 194

HOWARD TRAINER	:	IN THE CIRCUIT COURT
Complainant	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUTH TRAINER	:	Equity No. 16,577
Respondent	:	

. . . . .

AFFIDAVIT

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

I HEREBY CERTIFY that on this 18 day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared HOWARD TRAINER, purchaser of the property mentioned in these proceedings and he made oath in due form of law that he is the purchaser, and purchased same as principle and not as agent for anyone, and that he has not, directly or indirectly, discouraged anyone from bidding for the said property.

Howard Trainer.
Howard Trainer
Purchaser

WITNESS my hand and Notarial Seal.

Georgene Anne Sims
Georgene Anne Sims Notary Public

My commission expires 5/3/65.

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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1965 MAR 23 AM 9:28

LIBER 163 PAGE 195

HOWARD TRAINER	:	IN THE CIRCUIT COURT
Complainant	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUTH TRAINER	:	
Respondent	:	Equity No. 16,577

. . . .

REPORT OF SALE

The report of Thomas M. Schifanelli and Phillip F. Scheibe, Trustees, of sale to Howard Trainer, is as follows:

That after giving bond, with security for the faithful discharge of their trusts, which said bond was duly filed and having given notice of the time, place, manner and terms of the sale by advertisement in the Star, a newspaper published in Anne Arundel County, once a week for three (3) successive weeks, preceding the day of sale, Thomas M. Schifanelli and Phillip F. Scheibe, Trustees, under and by virtue of the power and authority contained in the decree of this honorable Court filed herein, dated October 28, 1964, did pursuant to said notice, on the 4th day of March, 1965, at 11:00 A.M. attend on the premises and then and there sold the property situate in the Fifth Election District of Anne Arundel County and described as follows:

BEGINNING for the same on the northeast side of Second Avenue at the distance of 200 feet northwesterly from the northwest side of Point Pleasant Avenue, and running thence North 68° 23' West and binding on the Northeast side of Second Avenue, a distance of 150 feet, thence North 21° 27' East 150 feet, thence South 68° 23' East 150 feet, thence South 21°

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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15

27' West 150 feet, to the point of beginning.

BEING Lot Nos. 143, 144 and 145, as shown on an unrecorded plat of Point Pleasant, made by E.V. Coonan & Company, Civil Engineers, dated July 10, 1915.

By the terms of the sale, a cash deposit of Nine Hundred ($900.00) Dollars was required of the purchaser at the time and place of sale, and taxes and other expenses adjusted to the day of sale.

The property was sold to Howard Trainer at and for the price of Seven Thousand Three Hundred ($7,300.00) Dollars being then and there the highest bid.

Phillip F. Scheibe

Thomas M. Schifanelli

T R U S T E E S

STATE OF MARYLAND)
ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 27th day of March 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas M. Schifanelli, Trustee, 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.

Notary Public

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

16

LIBER 163 PAGE 197

STATE OF MARYLAND)
ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 27th day of March, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Phillip F. Scheibe, Trustee, 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.

Jack H. Lutz
Notary Public

my commission expires
July 9, 1965

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

ORDER NISI

HOWARD TRAINER

versus

RUTH N. TRAINER

LIBER 163 PAGE 198

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,577 Equity

Ordered, this 29th day of March, 19 65 That the sale of the property in these proceedings mentioned made and reported by Thomas M. Schifanelli and Phillip F. Scheibe, 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 $ 7,300.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Phillip F. Scheibe and Thomas M. Schifanelli Attys. For The Star (Apr.1,Edition)

(Final Order)

HOWARD TRAINER

versus

RUTH TRAINER

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

18

LIBER 163 PAGE 199

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

ORDER NISI
In The
CIRCUIT COURT
For
ANNE ARUNDEL
COUNTY

No. 16,577 Equity
HOWARD TRAINER
versus
RUTH N. TRAINER

Ordered, this 29th day of March, 1965 That the sale of the property in these proceedings mentioned made and reported by Thomas M. Schifanelli and Phillip F. Scheibe, 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 $7,300.00.

LOUIS N. PHIPPS, Clerk.

True Copy,

TEST: LOUIS N. PHIPPS,
Clerk.

Phillip F. Scheibe and Thomas M. Schifanelli, Attys.

April 22

OFFICE OF

THE STAR

GLEN BURNIE, MD., April 22, 1965

THIS IS TO CERTIFY, that the annexed advertisement of

Order NiSi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 3rd day of May 1965, that is to say the same was inserted in the issues of April 1,8,15,22, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 APR 23 AM 10: 33

By Edith Greenwood

19

LIBER 163 PAGE 200

In the Case of

HOWARD TRAINER

VS.

RUTH N. TRAINER

In the

Circuit Court

For

Anne Arundel County

No. 16,577 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 JUL -2 AM 11:29

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th 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. Phippi
Clerk
Per: Alice Jankowski deputy

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1965 JUL 20 AM 9:03

Dr. Howard Trainer

VS

Ruth N. Trainer

LIBER 163 PAGE 201

In Acct. with Thomas M. Schifanelli and Phillip F. Scheibe, Trustees

						Cr.	
By	Amount of sale as per Trustees' Report						
	of Sale filed			7,300	00		
By	Interest 6% on deferred payment						
	$6,400.00 from 3/4/65 to 6/3/65			109	50		
By	Adjustment, taxes from 3/4/65 to 6/30/65			27	53		
						7,437	03
To	Trustees for commission, viz	249	00				
				249	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, court costs	45	25				
	Sheriff	2	00				
	Auditor, this account	45	00				
				112	25		
To	Trustees for expenses, viz						
	Clerk, certified copy of deed	2	25				
	Capital-Gazette Press, Inc., advertising - sale	57	75				
	Speer Publications, Inc. - hand bills - sale	17	00				
	The Anne Arundel Star, advertising - sale	43	89				
	The Anne Arundel Star, hand bills - sale	5	67				
	The Anne Arundel Star, Nisi - sale	17	00				
	Globe Indemnity Co. - bond	36	00				
	Robert H. Campbell, auctioneer's fee	100	00				
	Trustees' miscellaneous, postage and phone	2	12				
				281	68		
	Balance for distribution $6,794.10						
	DISTRIBUTION						
To	Howard Trainer, ½	3,397	05				
To	Ruth N. Trainer, ½	3,397	05				
				6,794	10		
						7,437	03

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Deleware 236 Main St., Annapolis, Md.,

Plaintiff

vs.

* IN THE CIRCUIT COURT FOR

* ANNE ARUNDEL COUNTY

* IN EQUITY

* EQUITY NO. 16658

Wm. N. Noe
aka William N. Noe
808 E. North Ave.
Baltimore 2, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 17 and 18, Sec. L as shown on plat of Glen Burnie Heights.

William K. Brown
4203 Hooper Avenue
Baltimore 29, Md.

Mary F. Brown
aka Mary Francis Brown
4203 Hooper Avenue
Baltimore 29, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 11, 12 and 13, Sec. 14, as shown on the Plat of Green Haven (G.T.C. 1416, folio 175).

August H. Thies
9 W. Telegraph Rd.
Odenton, Md.

and, Washington Ave.
Rt. 3, Box 50C
Severn, Md.

Clara L. Thies
9 W. Telegraph Rd.
Odenton, Md.

Bowie Building Association, Incorporated, Mortgagee
c/o Marvin I. Anderson, Attorney
92 Franklin Street
Annapolis, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Election District of Anne Arundel County, to wit:

Lots 56 and 57 West 15 feet of Lots 58, Block 5 Imps., as shown on Plat of Cedarhurst (G.T.C. 1103, folio 413).

The Becon Realty Co.
aka The Beacon Realty Company
4 St. Paul Street
Baltimore 2, Md.

and, c/o Alvin Snyder, Resident Agent
1612 Mathieson Building, Balto. 2, Md.

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AND any and all persons having or claiming to have any interest in the following described real estate located in the Fifth Election District of Anne Arundel County, to wit:

Block 105 near Pumphrey, Lot 3 (J.H.H. 868, folio 437) situated north side Belle Grove Road.

Edward Sesker
West side Muddy Creek Road
Edgewater, Md.

Louvenia Sesker
aka Lovenia Sesker
West side Muddy Creek Road
Edgewater, Md.

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:

.49 acre Block 580 situated on west side Muddy Creek Road (J.H.H. 905/106).

Leonard A. Daley
19 N. Ellwood Avenue
Baltimore, Maryland (24)

S. A. Daley
aka Shirley Anna Daley, his wife
19 North Ellwood Ave.
Baltimore 24, Md.

Beach Shores, Inc., 711 - 14th St., N.W.
Washington 5, D. C.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:

Lot 148, Plat 2, Sec. 1, as shown on Plat of Sunrise Beach (GTC 1211, folio 343).

Joseph Kess
aka Joseph Cornelius Kess
aka Joseph C. Kess
c/o Bessie Kess
Marley Rd., Box 99A
Glen Burnie, Md.

Thomas Tillman
1311 Etting Street
Baltimore, Md.

Donald Tillman
701 Newington Ave.
Baltimore 17, Md.

Cornelius Tillman
248 Madison Ave.
Baltimore 17, Md.

Maxine Anne Boyd
2638 W. North Ave.
Baltimore 16, Md.

2

✓Bessie Kess
aka Bessie Monroe Kess
Marley Road, Box 99a
Glen Burnie, Md.

✓Louis E. Carliner
Administrator of Estate of Bessie Kess, Decd.
210 E. Lexington St.
Baltimore, Md.

✓Samuel Schenker
180 Main Street
Annapolis, Md.

✓Joseph C. Monroe
429 Round View Road
Baltimore 30, Md.

✓Anne Arundel County Welfare Board
County Health Dept. Building
Annapolis, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

7.0903 acres improvements situated at Marley Neck off Solley Road, East Freetown (GTC 1190, folio 245).

✓ Louis W. Marvel
103 Chestnut Lane NW
Glen Burnie, Md.

✓Mary E. Marvel
103 Chestnut Lane NW
Glen Burnie, Md.

✓ United Federal Savings & Loan Assn. of Glen Burnie
now known as Loyola Federal Savings & Loan Association
100 Crain Highway SW
Glen Burnie, Md.

✓United States of America
c/o Director of Internal Revenue
Baltimore, Md.

And any and all judgment creditors of Louis W. Marvel

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

.695 acre situated on east side of Tick Neck Road (JHH 933, folio 588).

✓August H. Wagener
RFD 4, Cape St. Claire
Annapolis, Md.

✓Beulah L. Wagener
RFD 4, Cape St. Claire
Annapolis, Md.

✓Joseph F. Murphy and
✓Aline L. Murphy, purchasers under an
unrecorded contract of sale
2627 Dulaney Street
Baltimore 23, Md.

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✓ Cape St. Claire Improvement Assn., Inc., Assignee
c/o Harry Rever
Green Holly Drive
Route 4, Annapolis, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 76, Block J, Sec. 1, Deep Creek Sub-div., as shown on Plat of Cape St. Claire (GTC 1121, folio 105).

✓ ARBUTUS GREEN
Severn P.O., Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Fourth Election District of Anne Arundel County, to wit:

2 Acres, Block 82, situated near Smith Station

✓ HARRISON LAND AND DEV. CO.
aka Harrison Land and Development Company
c/o Kasten Construction Co.
Millersville, Md.

and, 1012 Mercantile Trust Building
Baltimore, Md.

and Harry H. Meeks, Resident Agent
Rockview Beach
Pasadena, Md.

And the directors and surviving trustees, if any, of Harrison Land and Development Company, whose addresses are unknown.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 14, Block 54, Sec. 7, as shown on Plat of Harundale (G.T.C. 1241, folio 279).

✓ FRANK DI LEONARDI
580 Welbrook Road
aka Wellbrook Road
Baltimore 21, Md.

✓ THE WHITE VILLA CORPORATION, a body corporate
c/o H. Allen Mezger
1 N. Charles Center
Baltimore, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 49, 50, 5 feet Lot 51, Clock CC, as shown on Plat of Marley Park Beach (GTC 1017, folio 367).

✓ WOODROW W. SPENCE
1403 W. 36th St.
Baltimore 11, Md.

and, 393 East 153rd Street
Bronx 55, New York

AND any and persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 59, Block G, as shown Plat of Stone Haven.

THEODORE R. CORRELL
Box 681, 25th South Street
New York 4, New York

MARY CORRELL
64 Myrtle Avenue
Brooklyn, N. Y.

JAMES R. DUMPSON
Commissioner of Welfare of City of
New York Public Welfare District,
as Mortgagee
250 Church St.
Burrough of Manhattan
City & State of New York

AND any and persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 24, 8.33 acres as shown on plat of Waterford Hts.

AUGUST H. WAGENER
Route 4, Cape St. Claire, Box 185
Annapolis, Md.

BEULAH WAGENER, his wife
Route 4, Cape St. Claire
Annapolis, Md.

JOSEPH F. MURPHY and
ALINE L. MURPHY, purchasers under an
unrecorded contract of sale
2627 Dulaney Street
Baltimore 23, Md.

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive
Route 4, Annapolis, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 73, Block J, Sec. 1, Deep Creek Sub-div. as shown on Plat of Cape St. Claire (GTC 1121, folio 105).

DOROTHY FELLOWS
428 Edgewood St.
Hartford, Connecticut

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive
Route 4, Annapolis, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lot 12, Block AV, Plat 10, as on plat of Cape St. Claire, (GTC 1208, folio 153).

✓ CLINTON J. DORSEY
25 Larkin Street, Apt. 2
Annapolis, Md.

and, c/o Campbell Distributing Co.
Annapolis, Md.

and, 38 Lafayette Avenue
Annapolis, Md.

✓ J. O. MYERS
t/a J. O. Myers & Co.
c/o Arthur A. Anderson
200 Duke of Gloucester St.
Annapolis, Md.

JOHN SEMBLY, whose address is unknown,
his heirs, devisees, and personal representatives,
and their or any of their heirs, devisees, executors,
administrators, grantees, assigns, or successors in
right, title and interest.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Sixth Election District of Anne Arundel County, to wit:

Lot 7, Block 311C situated on John Sembly Plat of Parole Heights.

✓ W. D. MURRAY
aka WILLIAM D. MURRAY
Box 8
Clarksville, Md.

✓ O. L. MURRAY
aka OLIVER L. MURRAY
Box 8
Clarksville, Md.

✓ W. M. THOMAS LUMBER CO., INC.
Shadyside, Md.

✓ HENRY B. MYERS CO.
49 West Street
Annapolis, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Seventh Election District of Anne Arundel County, to wit:

Lots 23 to 26, as shown on Plat of Cedarhurst Murray Plat, (GAM 152, folio 349).

✓ THE COUNTY BUILDING CO., and the Director and surviving trustees, if any, of said corporation, whose addresses are unknown,
aka THE COUNTY BUILDING COMPANY
a body corporate
3326 Greenmount Ave.
Baltimore 18, Md.

✓ LEAGUE LUMBER CO., INC., a body corporate
Judgment Creditor
721 S. Caroline Street
Baltimore 31, Md.

AND any and all persons having or claiming to have any interest in the following described real estate located in the Third Election District of Anne Arundel County, to wit:

Lots 18 and 19, Block H, Sec. 1, as shown on Plat of Cape St. Claire, Deep Creek Sub-Div. (GTC 1244, folio 487).

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a corporation duly organized and existing under the laws of the State of Delaware and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70-116, inclusive and amendments thereto, of Article 81 of the Annotated Code of Maryland (1957 Edition).

2. That on October 8, 1962, 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 Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3881B - Lots 17, 18 Sec. L, JHH 774-529 as shown on the plat of Glen Burnie Hgts., Third District, and assessed to Wm. N. Noe.

(2) Certificate No. 3882B - Lots 11, 12, 13, Sec. 14, GTC 1416-175, as shown on the plat of Green Haven, Third District, and assessed to William K. and Mary F. Brown.

(3) Certificate No. 3892B - Lots 56, 57, west 15 feet of Lot 58, Block 5, Imps., GTC 1103-413 as shown on plat of Cedarhurst, Fourth Dist., and assessed to August H. and Clara L. Thies.

(4) Certificate No. 3893B - Block 105 near Pumphrey, Lot 3, JHH 868-437 situated North side Belle Grove Road, Fifth District, and assessed to Beacon Realty Co.

(5) Certificate No. 3927B - .49 acre Blk 580, JHH 905-106 situated on west side Muddy Creek Road, First District, and assessed to Edward and Louvenia Sesker.

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(6) Certificate No. 3937B - Lot 148 Plat 2, Sec. 1, GTC 1211-343, as shown on plat of Sunrise Beach, Second District, and assessed to Leonard A. and S. A. Daley.

(7) Certificate No. 3946B - 7.0903 acres improvements GTC 1190-245 situated at Marley N ck off Solley Road, East Freetown, Third District, and assessed to Joseph Kess c/o Bessie Kess.

(8) Certificate No. 3947B - .695 acre JHH 933-588 situated on east side Tick Neck Road, Third District, and assessed to Louis W. and Mary E. Marvel.

(9) Certificate No. 3950B - Lot 76, Block J, Sec. 1, GTC 1121-105, Deep Creek sub-div. as shown on Plat of Cape St. Claire, Third District, and assessed to August H. Wagener.

(10) Certificate No. 3962B - 2 acres Block 82, situated near Smith Station, Fourth District, and assessed to Arbutus Green.

(11) Certificate No. 3966B - Lot 14, Block 54, Sec. 7, GTC 1241-279, as shown on plat of Harundale, Third District, and assessed to Harrison Land & Development Co.

(12) Certificate No. 3967B - Lots 49-50, 5 feet Lot 51, Block CC, GTC 1017-367, as shown on plat of Marley Park Beach, Third District, and assessed to Frank Di Leonardi.

(13) Certificate No. 3973B - Lot 59, Block G, as shown on Plat of Stone Haven, Third District, and assessed to Woodrow W. Spence.

(14) Certificate No. 3976B - Lot 24, 8.33 acres as shown on Plat of Waterford Heights, Third District, and assessed to Theodore R. Correll.

(15) Certificate No. 3987B - Lot 73, Block J, Sec. 1, GTC 1121-105 Deep Creek Sub-div. as shown on Plat of Cape St. Claire, Third District, and assessed to August H. Wagener.

(16) Certificate No. 3990B - Lot 12, Block AV, plat 10, GTC 1208-153, as shown on plat of Cape St. Claire, Third District, and assessed to Dorothy Fellows.

(17) Certificate No. 4016B - Lot 7, Block 311C situated on John Sembly Plat Parole Heights, Sixth District, and assessed to Clinton J. Dorsey.

(18) Certificate No. 4022B - Lots 23 to 26, GAM 152-349, as shown on the plat of Cedarhurst Murray plat, Seventh District, and assessed to W. D. and O. L. Murray.

(19) Certificate No. 4042B - Lots 18, 19, Block H, Sec. 1, GTC 1244-487 as shown on plat of Cape St. Claire Deep Creek Sub-Div., Third District, and assessed to The County Bldg. Co.

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3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 3881B, 3882B, 3892B, 3893B, 3927B, 3937B, 3946B, 3947B, 3950B, 3962B, 3966B, 3967B, 3973B, 3976B, 3987B, 3990B, 4016B, 4022B, and 4042B, dated October 8, 1962, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as"Plaintiff's Exhibits Nos. 1 to 19" inclusive, and are prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(a) That William N. Noe is the owner of record of Lots Numbered 17 and 18, Sec. L, Glen Burnie Heights, in the Third Election District of Anne Arundel County, as shown on Plat of Glen Burnie Heights, which plat is recorded among Plat Records of Anne Arundel County in Plat Book No. 16, folio 19 and folio 20, by virtue of a deed dated August 6, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 774, folio 529, from Raymond D. Turner and Audrey C. Turner, his wife.

(b) That August H. Thies and Clara L. Thies, his wife, are owners of record, as tenants by the entireties, of all that property situate in the 4th Election District of Anne Arundel County, and described as follows according to a plat made by Ralph G. Snyder, Registered Surveyor, February 7, 1957, which is described as follows: Beginning for the same at a point distant south 70 degrees east 400 feet from the southeast corner of Washington Avenue and Second Street, said point of beginning being also the division line between Lots 55 and 56 as shown on the Plat of Cedarhurst, said plat filed in Book 4, folio 20, of the Plat Records of Anne Arundel County, and running from said point of beginning and with the southeast side of Washington Avenue south 70 degrees east 55 feet to a pipe set; thence leaving said Washington Avenue and running south 20 degrees west 130 feet to a pipe set in the division line between Lots 58, 57, 56 and 13, 14 and 15 on said Plat, thence north 70 degrees west 55 feet to a pipe set in

the division line between Lots 56 and 55 aforesaid, thence with said division line north 20 degrees east 130 feet to the place of beginning, being all of Lots 56 and 57, and the westerly 15 feet of Lot 58 in Block 5 on the aforesaid plat of Cedarhurst; that they became owners by virtue of a deed dated March 8, 1957, and recorded among the Land Records of Annc Arundel County in Liber GTC No. 1103, folio 413, from William Allen Rahnis and Theresa Rahnis, his wife. That the defendant Bowie Building Association Incorporated is joined herein to foreclose any interest it may have by virtue of two mortgages from the said August H. Thies and Clara L. Thies, his wife to it, the first of which is dated May 11, 1957, and is recorded among the aforesaid Land Records in Liber GTC No. 1126, folio 555, and which is in the principal amount of $1,000.00; and the second of which is from the said August H. Thies and Clara L. Thies, his wife, to it, dated November 30, 1957, and recorded among the aforesaid Land Records in Liber GTC No. 1170, folio 376, in the principal amount of $1,500.00.

(c) That the Becon Realty Company a body corporate, RNH [redacted] RNH [redacted], is the owner of record of all that lot of ground situate in the 5th Election District of Anne Arundel County and described as follows: Beginning for the same at a pipe set north 64 degrees 08 minutes west 48 feet, from the end of the first or north 8 degree 54 minutes east 179.8 foot line of the conveyance from Frankie Wilson and husband to John W. Boardley and Bertha E. Boardley, his wife, dated December 21, 1939 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 212, folio 171, said point of beginning being also on the south side of a 25 foot road and on the dividing line between Lots 3 and 4 as shown on a plat of the Boardley lots, made by Edward Hall, Jr., County Surveyor, in June 1940, and running from said beginning point north 64 degrees 08 minutes west 48 feet to a pipe set on the dividing line between lots 2 and 3 as shown on the aforesaid plat; thence along said dividing line south 27 degrees 48 minutes west 95 feet to a pipe there set; thence south 64 degrees 08 minutes east 48 feet to a pipe there set; thence north 27 degrees 48 minutes east 95 feet to the place of beginning. Being Lot No. 3 as

shown on the aforesaid plat of the Boardley lots, by virtue of a deed to The Becon Realty Company from James Taylor and Earline Tarylor, his wife, dated September 9, 1954, and recorded among the aforesaid Land Records in Liber JHH No. 868, at folio 437.

(d) That William K. Brown and Mary Francis Brown, his wife, are owners of record, as tenants by the entireties, of all that lot of ground situate in the 3rd Election District of Anne Arundel County and described as all those lots known as Lot Nos. 11, 12, and 13, in Section 14, as shown on the Plat of Portworth, in Anne Arundel County, formerly known as Green Haven, Armiger Addition, which plat is duly filed among the Plat Records of Anne Arundel County in Plat Book WNW No. 3, folio 59, etc., and is now recorded in Plat Book No. 4, page 42, by virtue of a deed to them from Marie J. Suwalski, unmarried, dated July 25, 1960, and recorded among the aforesaid Land Records in Liber GTC No. 1416 at page 175.

(e) That Edward Sesker and Louvenia Sesker, his wife, are owners of record, as tenants by the entireties, of all that lot of ground situate in the First Election District of Anne Arundel County, and described as beginning for the same at a stake on the west side of the County Road at the end of the third line of the whole tract formerly owned by John Collison and running thence north 35 degrees 45 minutes east 322 feet to a stake or stone, thence south 51 degrees 15 minutes east 136 feet to the County Road, thence with the County Road south 62 degrees west 352 feet to the beginning stone; containing one-half acres of land more or less; by virtue of a deed to them from Thomas Edward Collison and Etta May Collison, his wife, dated August 15, 1954, and recorded among the aforesaid Land Records in Liber JHH No. 905, folio 106; saving and excepting therefrom so much of said property as was conveyed by the said Edward Sesker and wife and others to the State of Maryland to the use of the State Roads Commission of Maryland by a deed dated February 16, 1959, which is recorded among the aforesaid Land Records in Liber GTC No. 1274, folio 79.

(f) That Leonard A. D ley and Shirley Anna Daley, his wife, are the owners of record, as tenants by the entireties, of all that lot

of ground situate in the 2nd Election District of Anne Arundel County and described as being a part of Sunrise Beach and designated on the Sub-division Plat entitled "Sunrise Beach" prepared by J. F. McCrone, Jr., and filed among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-1, at folio 4, as Section 1, Plat 2, Lot No. 148, which plat is now recorded in Plat Book 22, at folio 33, by virtue of a deed to them from Beach Shores, Inc., a Maryland corporation, dated June 9, 1958, and recorded among the aforesaid Land Records in Liber GTC No. 1211, folio 343. And Beach Shores, Inc., is joined herein as a defendant for that it is entitled to receive an annual maintenance charge on the aforesaid lot of $22.00 by virtue of Paragraph 5 of certain covenants which appear in the aforesaid deed to the said Leonard A. Daley and wife.

(g) That one Joseph C. Kess was the owner of record of a lot of ground situate in the Third Election District of Anne Arundel County and described as beginning for the outlines of said tract (Lot No. 7 of the C. W. Gould Survey) at the northwest corner of a 2-acre tract heretofore conveyed to George Hawkins by Henry S. Mancha, et al., and at the northeast corner of a 1-acre tract heretofore conveyed to said George Hawkins by George T. Melvin, et al., and running from thence north 22 degrees 30 minutes west 454.7 feet to property previously conveyed to George Edwards and at the southeast corner of a 2-acre tract conveyed by George T. Melvin, et al. to Howard H. Mancha on September 26, 1911, and thence running along the fourth and third lines of said 2-acre tract reversely as follows: south 67 degrees 30 minutes west 241 feet, north 22 degrees 30 minutes west 360.52 feet to a stake set in the outlines of the entire tract; thence running on said outlines south 66 degrees west 333.2 feet to the end of the first line in the ten acre tract conveyed by Henry S. Mancha, et al, to George Kess on September 18, 1909, and running thence bounding on the second line of said ten acre tract south 22 degrees 30 minutes east 590 feet, more or less, to the end of the second line of Lot No. 4 of the C. W. Gould Survey heretofore conveyed by said George T. Melvin to Howard H. Mancha; thence along the third line of said Lot No. 4 continuing the same

course south 22 degrees 30 minutes east 224 feet, more or less, to a stake planted at the end of said third line in the fifth line of Lot No. 5 of said Gould survey on Moses' property; thence along said fifth line reversely as follows: north 67 degrees 30 minutes east 329.65 feet to a stake set at the end of the second line of Lot No. 6 on George Hawkins one-acre tract; thence along the third line of said Lot No. 6 still continuing North 67 degrees 30 minutes east 243.35 feet to the place of beginning; containing 8.73 acres more or less; saving and excepting all of that property which by a deed dated May 1, 1959, which is recorded among the aforesaid Land Records in Liber GTC No. 1293, page 362, was conveyed by Thomas Tillman, Widower, et al., to the Baltimore Gas & Electric Co. That the said Joseph C. Kess, also known as Joseph Cornelius Kess, departed this life intestate on or about December 3, 1950, and leaving surviving him a widow, one Bessie Kess, and a daughter, one Lena Tillman (a daughter by his first wife), and the said Lena Tillman died on or about October 13, 1955, intestate, vested with a two-thirds interest in the aforementioned property, the said Thomas Tillman, her husband, Widower, and the said Donald Tillman, Cornelius Tillman, and Maxine A. Boyd, as sole surviving children of the said Lena Tillman, are joined herein as parties defendant; and that Bessie Kess, in title by virtue of being the widow of Joseph Kess, to a one-third interest in the aforementioned property, died on August 6, 1956, intestate, leaving surviving as her sole heir-at-law Joseph Monroe, a son by a former marriage, and he, the said Joseph Monroe, is joined herein as a party defendant. The Anne Arundel County Welfare Board is joined herein as defendant by virtue of proceedings in the Circuit Court for Anne Arundel County in Equity No. 12,493 styled "Anne Arundel County Welfare Board vs. Thomas Tillman, et al." in which the said Board appears as a claimant against the estate of Bessie Kess; the said Louis Carliner is joined herein as a party defendant as the administrator of the Estate of Bessie Kess, and the said Samuel Schenker is joined herein as party defendant as the attorney representing the Estate of the said Bessie Kess.

(h) That the said Louis W. Marvel is the owner of record of all that lot of ground situate in the Third Election District of Anne Arundel County and described as follows:

Beginning for the same at a pipe in the southerly line of a proposed 40-foot road, which leads to the public road known as "Tick Neck Road", said pipe being located the following three courses and distances, to wit: (1) south 4 degrees 52 minutes west 696.11 feet, (2) north 88 degrees 50 minutes east 943.42 feet; and (3) south 4 degrees 52 minutes west 40.38 feet from the beginning point of the land described in the deed from R. Harry Arnold, et ux., to William V. Tribull and Anna M. Tribull, his wife, dated 20 October 1928, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 46, folio 2; thence from said beginning point running along the southerly line of said proposed 40-foot road, and with the use thereof in common with others thereto, north 88 degrees 50 minutes east 301.59 feet to a point; thence leaving said road and running south 1 degree 10 minutes east 149.21 feet; south 88 degrees 50 minutes west 301.59 feet and north 1 degree 10 minutes west 149.21 feet to the place of beginning; containing 45,000 square feet more or less, and as described by Ralph G. Snyder, Reg. Land Surveyor, in April 1955; the property was acquired from Anna M. Tribull, Widow, by deed dated May 3, 1955, and recorded among the aforesaid Land Records in Liber JHH No. 933, folio 588. The said Mary E. Marvel is joined herein as defendant as it appears from the various records that she is the wife of Louis W. Marvel. The said United Federal Savings and Loan Assn. of Glen Burnie, also known as Loyola Federal Savings and Loan Association, is joined herein as a defendant by virtue of two mortgages to it from Louis W. Marvel and Mary E. Marvel, his wife, covering the subject property; the first of said mortgages is dated July 15, 1955, and is recorded among the aforesaid Land Records in Liber JHH No. 946, at page 496, in the principal amount of $6,500.00; the second of said mortgages is dated July 15,1955, and is recorded among the aforesaid Land Records in Liber JHH No. 946, at page 500, and is in the principal amount of $6,500.00. The United States of America is joined herein as a defendant by virtue of being claimant as to a number of tax liens of

record in the Circuit Court for Anne Arundel County on the Federal Tax Lien Docket. Although your Complainant believes, and therefore avers, that it is not necessary in a proceeding of this type to list any of the judgment creditors of any individual owner of property your Complainant has made note that there are numerous judgment creditors of the said Louis W. Marvel, too numerous to make practical the enumeration thereof in these proceedings, but your Complainant has attempted to give some notice of these proceedings to said judgment creditors by joining them as a class as parties Defendant.

(i) That August H. Wagener is the owner of record of all that property situate in the Third Election District of Anne Arundel County and described as Lot No. 76 in Block "J" on Plat of Cape St. Claire, Deep Creek Sub-division, Sec. No. 1, as recorded among the Plat Records of said County in Plat Book No. 22, at page 20, by virtue of a deed to him from The Tidewater Holding Corporation dated May 20, 1957, and recorded among the aforesaid Land Records in Liber GTC No. 1121, at page 105. That Beulah L. Wagener is joined herein as a defendant as it appears from the records that she is the wife of the said August H. Wagener. That the said Joseph F. Murphy and Aline L. Murphy are joined herein as defendants because your Complainant believes, and therefore avers, that they are the purchasers of the said property under an unrecorded contract of sale. That Cape St. Claire Maintenance Corporation is joined herein as a defendant by virtue of its claim or lien under a declaration of restrictions contained in Liber JHH No. 528, at folio 6, of the aforesaid Land Records, for an annual maintenance fee of $10.00 per lot for roads, etc.

(j) That the said Arbutus Green, whose marital status is unknown to your Complainant, is the owner of record of a lot of ground situate in the Fourth Election District of Anne Arundel County, and described as Beginning for the same at a stone at the end of the third line of Lot No. 4, as laid down by Commissioners in the partition of the real estate of Ezekial Oliver in 1914, and running from thence with the fourth line north 7 degrees 45 minutes west 208.75 feet to a stake; thence along said line and running across said Lot No. 4 south

87 degrees 45 minutes west 417.5 feet to a stake; thence south 7 degrees 45 minutes east 208.75 feet to a stake planted in the third line of lot 4, thence with said line north (eighty) seven 45 minutes east 417.5 feet to the point of beginning; containing two acres, more or less; by virtue of a deed from Israel Oliver and Amy E. Oliver, his wife, dated May 15, 1915, and recorded among the aforesaid Land Records in Liber GW No. 115, folio 291.

(k) That the said Harrison Land and Development Company, a body corporate, and/or its directors, as surviving trustees, in the event that the said corporation has been dissolved for one reason or another, is the owner of record of all that lot of ground in the Third Election District of Anne Arundel County described as Lot 14 in Block 54 in Section 7, as shown on the plat of Harundale, as recorded among the Plat Records of Anne Arundel County in Plat Book 20, at page 30, by virtue of a deed from Byrne Communities, Inc., dated September 22, 1958, and recorded among the aforesaid Land Records in Liber GTC No. 1241, page 279.

(l) That Frank Di Leonardi is the owner of record of the leasehold interest in all that property situate in the Third Election District of Anne Arundel County and described as Beginning for the same on the northeast side of Cedar Drive, as laid out 30 feet wide, at a point distant north 18 degrees 27 minutes west 140.95 feet from the point where the southeasternmost boundary of Marley Park Beach is intersected by the northeast side of the aforesaid Cedar Drive, and running thence with the northeast side of Cedar Drive, North 18 degrees 27 minutes West 45 feet; thence leaving said drive and running with the division line between Lot 48 and Lot 49, Block CC, north 71 degrees 33 minutes east 117.10 feet; thence running south 17 degrees 5 minutes east 45 feet; thence running parallel to and 5 feet southeasterly from the division line between Lot 50 and Lot 51, Block CC, south 71 degrees 33 minutes west 116.02 feet to the place of beginning; being all of Lots 49 and 50 and 5 feet of Lot 51, Block CC, as shown on Plat of Marley Park Beach, now recorded among the Plat Records of Anne Arundel County in Plat Book No. 2, folio 19, by virtue

of an assignment from Toni Di Leonardi dated July 8, 1953, and recorded among the aforesaid Land Records in Liber JHH No. 768, at page 36. That White Villa Corporation, a body corporate of Maryland, is joined herein as a defendant because it is the holder of the reversionary interest in the aforesaid property by virtue of a lease dated November 14, 1947, and recorded among the aforesaid Land Records in Liber JHH No. 445, folio 260.

(m) That Woodrow W. Spence, single, whose marital status is unknown to your complainant, is the owner of record of all that lot of ground situated in the Third Election District of Anne Arundel County and described as being Lot No. 59 of Block "G", in Section 2 as shown on a certain plat entitled "Plat No. 1 Stone Haven" for Foxwell & Foxwell, Inc., Solley, Anne Arundel County, Md., by J. R. Mc Crone, Jr., Annapolis, Md. dated 17 August 1949, and recorded among the Plat Records of Anne Arundel County in Plat Book 21, at page 50.

(n) That Theodore R. Correll, whose marital status is unknown to your complainant, is the owner of record of all that lot of ground situated in the Third Election District of Anne Arundel County, Md., and described as containing 8.33 acres of land, more or less, and known as Lot No. 24 on the Plat of Waterford Heights, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 17, at page 24; by virtue of a deed from Foxwell and Foxwell, In., dated February 13, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 404, folio 184. That said Mary Correll is joined herein as a defendant for whatever interest she may have in the aforesaid property by virtue of appearing as a matter of record in a mortgage recorded among the aforesaid Land Records in Liber GTC 1530, folio 248. That the said James R. Dumpson as Commissioner of Welfare of the City of New York Public Welfare District is joined herein as the mortgagee under a mortgage to him, his successors or assigns, from Mary Correll as distributee of Theodore R. Correll, deceased, which is dated October 4, 1961, and is recorded among the aforesaid Land Records in Liber GTC No. 1530, page 248, in the principal amount of $1,900.00.

(o) That August H. Wagener, whose wife's name your complainant believes, and therefore avers, is Beulah L. Wagener, is the owner of record of all that lot of ground situate in the Third Election District of Anne Arundel County and described as Lot No. 73 in Block "J" on the Plat of Cape St. Claire, Deep Creek Subdivision, Sec. No. 1, as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, page 20, by virtue of a deed from The Tidewater Holding Corporation dated May 20, 1957, and recorded among the aforesaid Land Records in Liber GTC No. 1121, at page 105. That the said Joseph F. Murphy and Aline L. Murphy are joined herein as defendants because your Complainant believes, and therefore avers, that they are the purchasers of said property under unrecorded Contract of Sale. That Cape St. Claire Maintenance Corporation is joined herein as a defendant by virtue of its right to collect an annual road maintenance charge or lien in the amount of $10.00 per lot by virtue of a declaration of restrictions contained in a deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 528, at folio 6.

(p) That Dorothy Fellows, whose marital status is unknown to your Complainant, is the owner of record of all that lot of ground situate in the Third Election District of Anne Arundel County and described as Lot 12, Block AV, on Plat of Cape St. Claire, Plat No. 10, dated December 29, 1949, and recorded among the Plat Records of Anne Arundel County in Plat Book 22, at page 7; by virtue of a deed from The Tidewater Holding Corporation dated May 20, 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1208, folio 153. That Cape St. Claire Maintenance Corporation is joined herein as a defendant by virtue of its right to collect an annual maintenance charge of $10.00 per lot for road maintenance by virtue of a declaration of restrictions contained in a deed recorded among the aforesaid Land Records in Liber JHH No. 528, folio 6.

(q) That Clinton J. Dorsey, whose marital status is unknown to your Complainant, is the owner of record of a lot of ground situate in the Sixth Election District of Anne Arundel County, and described as being situate in or near the village of Parole, Beginning

for the same at a pipe on the southwest side of a 30-foot road, said pipe being located along the southwest side of said road, south 44 degrees 58 minutes east 72.18 feet from its intersection with the southeast side of another 30-foot road in the sub-division of the Ernest Parker property, said property being conveyed to him by the Anne Arundel County Commissioners on December 15, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 295, at folio 431; said intersection being north 45 degrees 51 minutes east 230.02 feet and south 44 degrees 58 minutes east 30 feet from the westernmost corner of lot 4 as shown on the plat of the sub-division of the John Sembly, Jr. property recorded among the Land Records of Anne Arundel County in Liber FSR No. 89, folio 69; and running from the beginning point so fixed and with the southwest side of said 30-foot road, south 44 degrees 58 minutes east 36.09 feet to a pipe set in the division line between the herein described lot 7 and lot 6 of the Ernest Parker subdivision; thence with said division line south 45 degrees 02 minutes west 100 feet to another 30-foot road; thence with the northeast side of said road, north 44 degrees 58 minutes west 36.09 feet to a pipe in the division line bet ween lots 7 and 8; thence with said division line and parallel to the second line of this description north 45 degrees 02 minutes east 100 feet to the place of beginning; being lot 7 of the Ernest Parker subdivision and being in the southwest section of Lot 5, as shown on the above mentioned plat of the John Sembly, Jr. subdivision and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in July 1947 and described in July 1949; by virtue of a deed from Ernest Parker and Ella Parker, his wife, dated August 31, 1949 and recorded among the aforesaid Land Records in Liber JHH No. 600, page 298. That the said John Sembly, also known as John Sembly, Jr., had previously acquired title to the aforementioned and other property by virtue of a deed from Joseph Sembly, et al., dated November 28, 1930, and recorded among the aforesaid Land Records in Liber FSR No. 89, page 74; that subsequent to the recording of said deed to John Sembly there was a tax sale proceeding in the

Circuit Court for Anne Arundel County styled as Tax Sale No. 2789 "In The Matter of The Tax Sale of the Land of John Sembly" wherein the property aforementioned was part of other property purported to be sold by the Treasurer of Anne Arundel County for default in certain taxes as by reference thereto will more fully appear. Your Complainant believes, and therefore avers, that the above mentioned Tax Sale was defective in law and in equity and by joining the said John Sembly, his heirs, devisees, etc., as a defendant in these proceedings, your Complainant wishes to follow and to take advantage of the provisions of Article 81, sec. 99, of the Annotated Code of Maryland, 1957 Ed. as amended, which provides for the foreclosure of rights of redemption as to property sold for taxes prior to December 31, 1943, where the sale has been ratified and confirmed as is the case here. That the said J. O. Myers, t/a J. O. Myers & Co., is joined herein as a judgment creditor of said Clinton Dorsey by virtue of a judgment dated January 21, 1960 in the amount of $77.40 with interest allowed from the date of said judgment and $2.15 costs allowed as appears from the Court records of Anne Arundel County and Magistrate's records, Book No. 17 at folio 590.

(r) That W. O. Murray and O. L. Murray, also known as William D. Murray and Oliver L. Murray, whose marital status, respectively, is unknown to your Complainant (although your Complainant believes, and therefore avers, that the said William D. Murray is married to one Almira L. Murray) are the owners of record of Lots Nos. 23, 24, 25 and 26, as appear on the Plat of Cedarhurst-On-Bay which plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 10, page 17, and which property is situate in the Seventh Election District of Anne Arundel County, and is part of a tract more particularly described by metes and bounds in a deed to the said William D. and Oliver L. Murray, as tenants in common, which is dated August 21, 1935, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 152, at page 349, from Sophie R. Heinzman, widow. That the said The Henry B. Myers Co. is joined herein as a party defendant as a judgment creditor of the said William O. Murray by

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virtue of a judgment dated November 16, 1956, in the amount of $130.06, with interest from date of said judgment, and costs of suit, against the said William O. Murray, as appears more fully in Law Case No. 7944 in the Circuit Court for Anne Arundel County; there is a note filed in said case that an Order of Satisfaction was sent to the said William O. Murray, but no such order is filed among the proceedings of record in said court. The said W. M. Thomas Lumber Co. Inc. is joined herein as defendant as a judgment creditor against O. L. Murray also known as Oliver L. Murray, by virtue of a judgment recorded on September 8, 1961, in the records of the Circuit Court for Anne Arundel County in Law Case No. A-5965, in the amount of $17,507.92, with interest from September 5, 1961, and costs of suit and attorney's fee of $1,750.79.

(s) That The County Building Co., also known as the County Building Company, and/or the directors and surviving trustees of the said The County Building Company, is the owner of record of certain lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 18 and 19 in Block H, on a plat entitled "Cape St. Claire, Deep Creek Sub-division, Section 1" which said plat is dated May 30, 1950, and is recorded among the Plat Records of Anne Arundel County in Plat Book No. 22, at page 20, by virtue of a deed from John William Brown, Jr., and Rose Mary Brown, his wife, dated October 13, 1958, and recorded among the aforesaid Land Records in Liber GTC No. 1244, at folio 487. That League Lumber Company, Inc., is joined herein as a defendant as a judgment creditor by virtue of a judgment dated January 4, 1962, in the amount of $8,209.70, with interest from that date, and costs of suit, and attorney's fee of $1,189.81 against The County Building Company, defendant, in the Circuit Court for Anne Arundel County, Law No. A-6568. That Cape St. Claire Maintenance Corporation is joined herein as a defendant by virtue of its right to collect an annual road maintenance charge or lien of $10.00 per lot on each of aforesaid lots by virtue of a declaration of restrictions as recorded among the aforesaid Land Records in Liber JHH No. 528, folio 6.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8, 1962, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid to Anne Arundel County, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates, the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 3881B	$ 200.00	$ 79.97
(2) 3882B	100.00	36.27
(3) 3892B	600.00	98.42
(4) 3893B	700.00	33.86
(5) 3927B	500.00	26.42
(6) 3937B	200.00	36.05
(7) 3946B	900.00	102.69
(8) 3947B	150.00	69.23
(9) 3950B	50.00	21.10
(10) 3962B	100.00	42.90
(11) 3966B	150.00	38.61
(12) 3967B	100.00	56.50
(13) 3973B	100.00	34.14
(14) 3976B	1,600.00	81.14
(15) 3987B	50.00	21.10
(16) 3990B	36.08	36.08
(17) 4016B	49.31	49.31
(18) 4022B	350.00	66.94
(19) 4042B	41.34	41.34

7. That the amounts necessary for redemption of each of the aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
3881B	$ 79.97
3882B	36.27
3892B	98.42
3893B	33.86
3927B	26.42
3937B	36.05
3946B	102.69
3947B	69.23
3950B	21.10
3962B	42.90
3966B	38.61
3967B	56.50
3973B	34.14
3976B	81.14
3987B	21.10
3990B	36.08
4016B	49.31
4022B	66.94
4042B	41.34

Plus taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Tax Sale and costs on each of the above certificates.

TO THE END THEREFORE, YOUR PLAINTIFF PRAYS:

(1) That Writs of Subpoenae be issued and served upon the defendants herein commanding them to appear in this court on some day certain to be named therein and make answer thereto.

(2) That an Order of Publication be granted unto your Plaintiff, directed to the defendants and to all parties in interest, commanding them to appear in this court on some certain day to be stated therein and answer the exigencies of 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 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.

SOUTHERN MUNICIPAL CORPORATION

By: C. Maurice Weidemeyer
C. Maurice Weidemeyer, President

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
COlonial 8-5049

Richard N. Hambleton
Richard N. Hambleton
P.O. Box 1746
Annapolis, Maryland
COlonial 3-3032
Attorneys for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is the President of SOUTHERN MUNICIPAL CORPORATION, Plaintiff herein, and he has read the foregoing Bill of Complaint to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes same to be true to the best of his knowledge and belief.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 7th day of October, 1964.

Mary Harrison
Mary Harrison - Notary Public

LIBER 163 PAGE 226

No 3881 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th, 902-, I sold to Southern Municipal at public auction for the sum of 200 Dollars and 00 Cents, of which 79.97 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 17 18 Sec L J H H 774 529 as shown on the plat of Glen Burnie Hgts

and assessed to Wm. G. Noe

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 5 day of Oct 19 62

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Lemmon
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

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PLAINTIFF'S EXHIBIT 1

LIBER 163 PAGE 227

No 3882, 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 5th 1962, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 36.27 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 11 12 13 Sec 14 L.T.C. 1416 175 as shown on the plat of Green Haven

and assessed to William K + Mary F Brown

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 [illegible], 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 [illegible] day of [illegible] 19[illegible]

Edw. N. C. Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 7th day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth H. Fawley
Notary Public.

My Commission Expires May 1, 1963

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PLAINTIFF'S EXHIBIT 2

26

LIBER 163 PAGE 228

No 3892 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1963, I sold to Northern Municipal at public auction for the sum of 600 Dollars and 00 Cents, of which 98.42 Dollars has been paid as a deposit on the property in 4th Dist described as Lots 56 57 west 15 ft of lots 58 Blk. 5 Imps. GTC. 1103 - 413 as shown on the plat of Cedarhurst

and assessed to August H & Clara L Thies

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 8 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19____

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth G. Lewis
Notary Public.

My Commission Expires May 6, 1963

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PLAINTIFF'S EXHIBIT 3

LIBER 163 PAGE 229

No. 3893 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 700 Dollars and 00 Cents, of which 33.86 Dollars has been paid as a deposit on the property in 5th Dist described as Blk 105 near Pumphrey. Lot 3 J.H.N. 868-437 Situated North side Belle Grove Rd.

and assessed to Beacon Realty Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 8th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19____

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Towers
Notary Public.

My Commission Expires May 1 1963

FILED

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PLAINTIFF'S EXHIBIT 4

28

LIBER 163 PAGE 230

No 3927 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 8th 1962, I sold to Southern Municipal at public auction for the sum of 500 Dollars and 00 Cents, of which 26.42 Dollars has been paid as a deposit on the property in Dist # 1 described as .49 Acre Lot 580 J.H.H. 905-106 situated on west side Muddy Creek Rd

and assessed to Edward & Lawrence Seeker

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1962

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

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PLAINTIFF'S EXHIBIT 5

LIBER 163 PAGE 231

No. 3937 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 200 Dollars and 00 Cents, of which 36.05 Dollars has been paid as a deposit on the property in Dist # 2 described as Lot 148 plat 2 Sec 1 G.T.C. 1211-343 as shown on plat of Sunrise Beach

and assessed to Leonard A. & S. A. Daley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this ____ day of ____ 19__.

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

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PLAINTIFF'S EXHIBIT 6

LIBER 163 PAGE 232

Nº 3946 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 _____, I sold to Southern Municipal at public auction for the sum of 900 Dollars and 00 Cents, of which 102.69 Dollars has been paid as a deposit on the property in Dist # 3 described as 7.0903 acres improvements GTC 1190-245 Situated at Marley Neck off Solley Rd East Freetown

and assessed to Joseph Kess c/o Bessie Kess

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 _____, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19__

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 7

31

LIBER 163 PAGE 233

No 3947 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 8th 1962, I sold to Southern Municipal at public auction for the sum of 150 Dollars and 00 Cents, of which 69.23 Dollars has been paid as a deposit on the property in Dist # 3 described as .695 acre J.H.H. 933-588 situated on east side Tick Neck Rd

and assessed to Louis W. & Mary E. Marvel

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19____

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N.C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 8

32

LIBER 163 PAGE 234

No 3950 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 [illegible] 19[illegible], I sold to Southern Municipal at public auction for the sum of 50 Dollars and 00 Cents, of which 21.10 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 76 blk J sec 1 G.T.C 1121-105 Deep Creek sub dis, as shown on the plat of Cape St Claire and assessed to August H. Wagener

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 [illegible] 19[illegible], a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this _____ day of _____ 19____

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 5th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

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PLAINTIFF'S EXHIBIT 9

LIBER 163 PAGE 235

No 3962 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 42.90 Dollars has been paid as a deposit on the property in Dist. 4 described as 2 Acres Blk 82 situated near Smith Sta.

and assessed to Arbutus Green

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 5 day of Oct 1962.

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowery
Notary Public.

My Commission Expires May 6, 1963

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PLAINTIFF'S EXHIBIT 10

34

LIBER 163 PAGE 236

No. 3966 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 150 Dollars and 00 Cents, of which 38.61 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 14 blk 54 sec 7 GTC 1241-279, as shown on the plat of Harundale

and assessed to Harrison Land & Dev. Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 1962

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowman
Notary Public.

My Commission Expires May 6, 1963

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1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 11

35

LIBER 163 PAGE 237

No 3967 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 56.50 Dollars has been paid as a deposit on the property in Dist # 3 described as Lots 49 - 50 5 feet Lot 51 blk CC H.I.C 1017-367 as shown on the plat of Marley Park Beach and assessed to Frank De Leonardis

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 19 62

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 6, 1963

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1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 12

36

LIBER 163 PAGE 238

No 3973 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 34.14 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 59 blk G. as shown on the plat of Stone Haven

and assessed to Woodrow W Spence

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 1 day of [illegible] 19[illegible].

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1963

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1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 13

37

LIBER 163 PAGE 239

No 3976 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 1600 Dollars and 00 Cents, of which 814 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 24 8.33 acres as shown on the plat of Waterford Hts.

and assessed to Theodore R. Correll

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 8th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1962

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 14

38

LIBER 163 PAGE 240

No 3987 B **CERTIFICATE OF TAX SALE**

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of $50 Dollars and 00 Cents, of which 2.10 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 73 blk J sec 1 G.I.C. 1121-105 Deep Creek Sub div as shown on the plat of Cape St Claire and assessed to August H. Wagener

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1962, 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 8th day of Oct 1962

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1963

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1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 15

39

LIBER 163 PAGE 241

No 3990 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Southern Municipal at public auction for the sum of 36 Dollars and 08 Cents, of which 36.08 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 12 blk A Y plat 10 GGC 1208-153 as shown on the plat of Cape St Claire

and assessed to Dorothy Fellows

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of Oct 19 62

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1964, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowman
Notary Public.

My Commission Expires May 6, 1963

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1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 16

40

LIBER 163 PAGE 242

Nº 4016 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 [illegible], I sold to Northern Municipal at public auction for the sum of 49 Dollars and 31 Cents, of which 49.31 Dollars has been paid as a deposit on the property in 6th Dist described as Lot 7 Blk. 311 C situated on Johns Lemsley Plat Parole Hgts

and assessed to Celinton J. Dorsey.

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 [illegible], 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 [illegible] day of [illegible] 19[illegible]

Edw. N. C. Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

PLAINTIFF's EXHIBIT 17

41

LIBER 163 PAGE 243

No. 4022 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 5 1962, I sold to Southern Municipal at public auction for the sum of 350 Dollars and 00 Cents, of which 66.94 Dollars has been paid as a deposit on the property in 7th Dist described as Lots 23 To 26 GAM 152-349 as shown on the plat of Cedarhurst Murray plat

and assessed to W. D. & O. L. Murray.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9 1963, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this ____ day of ____ 19__

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Young
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

42

PLAINTIFF'S EXHIBIT 18

LIBER 163 PAGE 244

No. 4042 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1962, I sold to Northern Municipal at public auction for the sum of 41 Dollars and 34 Cents, of which 41.34 Dollars has been paid as a deposit on the property in 3rd West described as Lots 18-19 Blk H Sec 1 C&TC 1244-487 as shown on the plat of Cape St. Claire Deep Creek Sub-Div

and assessed to The County Bldg Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 8th 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 8th day of October 1962

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Lowe
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:17

PLAINTIFF'S EXHIBIT 19

43

LIBER 163 PAGE 245

SOUTHERN MUNICIPAL CORPORATION, a body corporate Plaintiff vs. WM. N. NOE, et al., Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY No. 16,658

AFFIDAVIT

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

RICHARD N.HAMBLETON, being first duly sworn and on oath deposes and says that he is the person who examined the title to the property in the Bill of Complaint filed in these proceedings identified as that sold on October 8, 1962, by Certificate of the Treasurer of Anne Arundel County No. 4016B, and known on said Treasurer's records as Lot 7, Block 311C, situated on John Sembly Plat Parole Heights, Sixth Election District, Anne Arundel County; and that as said bill seeks, in part, to foreclose the equity of redemption of one John Sembly and all those claiming by, through, or under him, whose names are unknown to the Complainant in these proceedings, he, the said Richard N.Hambleton, has made a complete 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, for a period at least 40 years immediately prior to the institution of the Bill of Complaint filed in these proceedings, pursuant to the requirements of Article 81, Section 105, Annotated Code of Maryland, 1957 Edition, as amended.

Richard N. Hambleton

Richard N. Hambleton

SUBSCRIBED and SWORN to before me this 7th day of October, 1964.

Mary Harrison

Mary Harrison - Notary Public

FILED
1964 OCT -9 PM 12:02

44

C. MAURICE WEIDEMEYER
RICHARD N.HAMBLETON
236 Main St., Annapolis, Md. LIBER 163 PAGE 246

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland,

Plaintiff

vs.

IN EQUITY

EQUITY NO. 16658

WM. N. NOE
aka William N. Noe
808 E. North Ave.
Baltimore 2, Md.

WILLIAM K. BROWN
4203 Hooper Ave.
Baltimore 29,Md.

MARY F. BROWN
aka Mary Francis Brown
4203 Hooper Avenue
Baltimore 29, Md.

AUGUST H. THIES
9 W. Telegraph Rd.
Odenton, Md.

and, Washington Ave.
Route 3, Box 50C
Severn, Md.

CLARA L. THIES
9 W. Telegraph Rd.
Odenton, Md.

BOWIE BUILDING ASSOCIATION, INCORPORATED,
Mortgagee, c/o Marvin I. Anderson, Atty.
92 Franklin St.
Annapolis, Md.

THE BECON REALTY CO.
aka THE BEACON REALTY COMPANY
4 St. Paul Street
Baltimore 2, Md.

and, c/o Alvin Snyder, Resident Agent
1612 Mathieson Bldg.,
Baltimore 2, Md.

EDWARD SESKER
West side Muddy Creek Road
Edgewater, Md.

LOUVENIA SESKER
AKA Lovenia Sesker
West side Muddy Creek Road
Edgewater, Md.

FILED
1964 OCT -9 PM 12: 02

45

LEONARD A. DALEY
19 N. Ellwood Ave.
Baltimore 24, Md.

S. A. DALEY
aka Shirley Anna Daley, his wife
19 North Ellwood Ave.
Baltimore 24, Md.

BEACH SHORES, Inc.
711 Fourteenth St. N.W.
Washington 5, D. C.

JOSEPH KESS
aka Joseph Cornelius Kess
aka Joseph C. Kess
c/o Bessie Kess
Marley Road, Box 99A
Glen Burnie, Md.

THOMAS TILLMAN
1311 Etting Street
Baltimore, Md.

DONALD TILLMAN
701 Newington Ave.
Baltimore 17, Md.

CORNELIUS TILLMAN
248 Madison Ave.
Baltimore 17, Md.

MAXINE ANNE BOYD
2638 W. North Ave.
Baltimore 16, Md.

BESSIE KESS
aka Bessie Monroe Kess
Marley Road, Box 99a
Glen Burnie, Md.

LOUIS E. CARLINER
Administrator of Estate of Bessie Kess, Dec'd
210 E. Lexington St.
Baltimore, Md.

SAMUEL SCHENKER
180 Main St.
Annapolis, Md.

JOSEPH C. MONROE
429 Round View Road
Baltimore 30, Md.

ANNE ARUNDEL COUNTY WELFARE BOARD
County Health Dept. Bldg.
Annapolis, Md.

LOUIS W. MARVEL
103 Chestnut Lane NW
Glen Burnie, Md.

76

MARY E. MARVEL
103 Chestnut Lane NW
Glen Burnie, Md.

UNITED FEDERAL SAVINGS & LOAN
ASSN. OF GLEN BURNIE
now known as Loyola Federal Savings & Loan Assn.
100 Crain Highway SW
Glen Burnie, Md.

UNITED STATES OF AMERICA
c/o Director of Internal Revenue
Baltimore, Md.

AUGUST H. WAGENER
RFD 4, Cape St. Claire
Annapolis, Md.

BEULAH L. WAGENER
RFD 4, Cape St. Claire
Annapolis, Md.

JOSEPH F. MURPHY and
ALINE L. MURPHY, purchasers under
an unrecorded contract of sale
2627 Dulaney St.
Baltimore 23, Md.

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive
Route 4, Annapolis, Md.

ARBUTUS GREEN
Severn P. O., Md.

HARRISON LAND AND DEV. CO.
aka Harrison Land and Development Company
c/o Kasten Construction Co.
Millersville, Md.

and, 1012 Mercantile Trust Bldg.
Baltimore, Md.

and Harry H. Meeks, Resident Agent
Rockview Beach, Pasadena, Md.

FRANK DI LEONARDI
580 Welbrook Road
aka Wellbrook Road
Baltimore 21, Md.

THE WHITE VILLA CORPORATION, a body corporate
c/o H. Allen Mezger
1 N. Charles Center
Baltimore, Md.

WOODROW W. SPENCE
4403 W. 36th St.
Baltimore 11, Md.

and 393 East 153rd St., Bronx 55, N. Y.

97

THEODORE R. CORRELL
Box 681, 25th South St.
New York 4, N. Y.

MARY CORRELL
64 Myrtle Ave.
Brooklyn, N. Y.

JAMES K. DUMPSON
Commissioner of Welfare of City
of New York Public Welfare District,
as Mortgagee
250 Church St.
Burrough of Manhattan
City & State of New York

DOROTHY FELLOWS
428 Edgewood St.
Hartford, Connecticut

CLINTON J. DORSEY
25 Larkin St., Apt. 2
Annapolis, Md.

and, c/o Campbell Distributing Co.
Annapolis, Md.

and, 38 Lafayette Ave.
Annapolis, Md.

J. O. MYERS
t/a J. O. Myers & Co.
c/o Arthur A. Anderson
200 Duke of Gloucester St.
Annapolis, Md.

JOHN SEMBLY
Address unknown

MMMMMMMMMM

W. D. MURRAY
aka William D. Murray
Box 8, Clarksville, Md.

O. L. MURRAY
aka Oliver L. Murray
Box 8, Clarksville, Md.

W. M. THOMAS LUMBER CO., INC.
Shadyside, Md.

HENRY B. MYERS CO.
49 West St.
Annapolis, Md.

48

THE COUNTY BUILDING CO.,
and the Director and surviving trustees,
if any, of said corporation, whose
addresses are unknown
aka The County Building Company
a body corporate
3320 Greenmount Ave.
Baltimore 18, Md.

LEAGUE LUMBER CO., INC., a body corporate
Judgment Creditor
721 S. Caroline St.
Baltimore 31, Md.

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:

Third Dist. Cert. No. 3881B, Lots 17, 18, Sec. L, JHH 774-329 as shown on plat of Glen Burnie Hgts.

Third Dist. Cert. No. 3882B - Lots 11, 12, 13, Sec. 14, GTC 1416-175, as shown on plat of Green Haven.

Fourth Dist. Cert. No. 3892B - Lots 56, 57, west 15 feet of Lot 58, Block 5, Imps., GTC 1103-413 as shown on plat of Cedarhurst.

Fifth Dist. Cert. No. 3893B - Block 105 near Pumphrey, Lot 3, JHH 868-437 situated north side Belle Grove Road.

First Dist. Cert. No. 3927B - .49 acre Blk 560, JHH 905-106 situated on west side Muddy Creek Road.

Second Dist. Cert. No. 3937B - Lot 146 Plat 2, Sec. 1, GTC 1121-343 as shown on plat of Sunrise Beach.

Third Dist. - Cert. No. 3946B - 7.0903 acres improvements GTC 1190-245 situated at Marley Neck off Solley Road, East Freetown.

Third Dist. Cert. No. 3947B - .695 acre JHH 933-588 situated on east side Tick Neck Road.

Third Dist. Cert. No. 3950B - Lot 75, Block J, Sec. 1, GTC 1121-105, Deep Creek sub-div. as shown on Plat of Cape St. Claire.

Fourth Dist. Cert. No. 3952B - 2 acres Block 52, situated near Smith Station.

Third Dist. Cert. No. 3966B - Lot 14, Block 54, Sec. 7, GTC 1241-279, as shown on plat of Harundale.

Third Dist. - Cert. No. 3967B - Lots 49-50, 5 feet Lot 51, Block CC, GTC 1017-367, as shown on plat of Marley Park Beach.

49

Third Dist. Cert. No. 3973B - Lot 59, Block G, as shown on Plat of Stone Haven.

Third Dist. Cert. No. 3976B - Lot 24, 0.33 acres as shown on Plat of Waterford Heights.

Third Dist. Cert. No. 3987B - Lot 73, Block J, Sec. 1, GTC 1121-105 Deep Creek Sub-div. as shown on Plat of Cape St. Claire.

Third Dist. Cert. No. 3990B - Lot 12, Block AV, plat 10, GTC 1208-153, as shown on plat of Cape St. Claire.

Sixth Dist. Cert. No. 4016B - Lot 7, Block 311C situated on John Sembly Plat Parole Heights.

Seventh Dist. Cert. No. 4022B - Lots 23 to 26, GAM 152-349, as shown on the plat of Cedarhurst Murray plat.

Third Dist. Cert. No. 4042B - Lots 18, 19, Block H, Sec. 1, GTC 1244-487 as shown on plat of Cape St. Claire Deep Creek Sub-div.

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 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, 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:

Cert. No. 3881B - Lots 17, 18, Sec. L, JHH 774-529 as shown on plat of Glen Burnie Hgts., Third Dist. and assessed to Wm. N. Noe, and sold to Plaintiff for $200.00 of which sum $79.97 has been paid.

Cert. No. 3882B - Lots 11, 12, 13, Sec. 14, GTC 1416-175, as shown on plat of Green Haven, Third Dist., and assessed to William K. and Mary F. Brown, and sold to Plaintiff for $100.00 of which sum $36.27 has been paid.

Cert. No. 3892B - Lots 56, 57, west 15 feet of Lot 58, Block 5, Imps., GTC 1103-413 as shown on plat of Cedarhurst, Fourth Dist., and assessed to August H. and Clara L. Thies, and sold to Plaintiff for $600.00 of which sum $98.42 has been paid.

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Cert. No. 3893B - Blk. 105 near Pumphrey, Lot 3, JHH 868-437 situated north side Belle Grove Rd., Fifth District, and assessed to Beacon Realty Co., and sold to Plaintiff for $700.00 of which sum $33.86 has been paid.

Cert. No. 3927B - .49 acre Blk. 580, JHH 905-106, situated on west side Muddy Creek Rd., First Dist., and assessed to Edward and Louvenia Sesker, and sold to Plaintiff for $500.00 of which sum $26.42 has been paid.

Cert. No. 3937B - Lot 148 plat 2 Sec. 1, GTC 1211-343, as shown on plat of Sunrise Beach, Second Dist., and assessed to Leonard A. and S. A. Daley, and sold to Plaintiff for $200.00 of which sum $36.05 has been paid.

Cert. No. 3946B - 7.0903 acres improvements GTC 1190-245, situated at Marley Neck off Solley Road, East Freetown, Third Dist., and assessed to Joseph Kess c/o Bessie Kess, and sold to Plaintiff for $900.00 of which sum $102.69 has been paid.

Cert. No. 3947B - .695 acre JHH 933-588 situated on east side Tick Neck Road, Third District, and assessed to Louis W. & Mary E. Marvel, and sold to Plaintiff for $150.00 of which sum $69.23 has been paid.

Cert. No. 3950B - Lot 76, Block J, Sec. 1, GTC 1121-105, Deep Creek Sub-div., as shown on plat of Cape St. Claire, Third Dist., and assessed to August H. Wagener, and sold to Plaintiff for $50.00, of which sum $21.10 has been paid.

Cert. No. 3962B - 2 acres, Blk. 82, situated near Smith Sta., Fourth Dist., and assessed to Arbutus Green, and sold to Plaintiff for $100.00 of which sum $42.90 has been paid.

Cert. No. 3966B - Lot 14, Blk. 54, Sec. 7, GTC 1241-279, as shown on plat of Harundale, Third Dist., and assessed to Harrison Land & Dev. Co., and sold to Plaintiff for $150.00 of which sum $38.61 has been paid.

Cert. No. 3967B - Lots 49-50, 5 feet Lot 51, Blk CC, GTC 1017-367 as shown on plat of Marley Park Beach, Third Dist., and assessed to Frank DiLeonardi, and sold to Plaintiff for $100.00 of which sum $56.50 has been paid.

Cert. No. 3973B - Lot 59 Blk. G as shown on plat of Stone Haven, Third Dist., and assessed to Woodrow W. Spence, and sold to Plaintiff for $100.00 of which sum $34.14 has been paid.

Cert. No. 3976B - Lot 24, 8.33 acres as shown on plat of Waterford Hts., Third Dist., and assessed to Theodore R. Correll, and sold to Plaintiff for $1600.00 of which sum $81.14 has been paid.

Cert. No. 3987B - Lot 73, Blk. J, Sec. 1, GTC 1121-105, Deep Creek Sub-div. as shown on plat of Cape St. Claire, Third Dist., and assessed to August H. Wagener, and sold to Plaintiff for $50.00, of which $21.10 has been paid.

51

Cert. No. 3990B - Lot 12, Blk. AV, plat 10, GTC 1208-153, as shown on plat of Cape St. Claire, Third Dist., and assessed to Dorothy Fellows, and sold to Plaintiff for $36.08, all of which sum has been paid.

Cert. No. 4016B - Lot 7, Blk. 311C, situated on John Sembly Plat Parole Hgts, Sixth Dist., and assessed to Clinton J. Dorsey, and sold to Plaintiff for $49.31, all of which sum has been paid.

Cert. No. 4022B - Lots 23 to 26, GAM 152-349, as shown on plat of Cedarhurst Murray plat, Seventh Dist., and assessed to W. D. & O. L. Murray, and sold to Plaintiff for $350.00, of which sum $66.94 has been paid.

Cert. No. 4042B - Lots 18-19, Blk. H, Sec. 1, GTC 1244-487, as shown on plat of Cape St. Claire Deep Creek Sub-div., Third Dist., and assessed to The County Bldg. Co., and sold to Plaintiff for $41.34 all of which sum 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 8, 1962.

It is thereupon this 9th day of October, 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 17 day of November, 1964, next, warning the said Wm. N. Noe, aka William N. Noe, William K. Brown, Mary F. Brown, aka Mary Francis Brown, August H. Thies, Clara L. Thies, Bowie Building Association, Incorporated, Mortgagee, The Becon Realty Co., aka The Beacon Realty Company, Alvin Snyder, Resident Agent, Edward Sesker, Louvenia Sesker, aka Lovenia Sesker, Leonard A. Daley, S. A. Daley, aka Shirley Anna Daley, his wife, Beach Shores, Inc., Joseph Kess, aka Joseph Cornelius Kess, aka Joseph C. Kess, Thomas Tillman, Donald Tillman, Cornelius Tillman, Maxine Anne Boyd, Bessie Kess, aka Bessie Monroe Kess, Louis E. Carliner, Administrator of Estate of Bessie Kess, dec'd, Samuel Schenker, Joseph C. Monroe, Anne Arundel County Welfare Board,

52

Louis W. Marvel, Mary E. Marvel, United Federal Savings & Loan Assn. of Glen Burnie, now known as Loyola Federal Savings & Loan Association, United States of America, August H. Wagener, Beulah L. Wagener, Joseph F. Murphy and Aline L. Murphy, Cape St. Claire Improvement Assn., Inc., Assignee, Arbutus Green, Harrison Land and Dev. Co., aka Harrison Land and Development Company, Harry H. Meeks, Resident Agent, and the directors and surviving trustees, if any of Harrison Land and Development Company, Frank Di Leonardi, The White Villa Corporation, a body corporate, Woodrow W. Spence, Theodore R. Correll, Mary Correll, James R. Dumpson, Commissioner of Welfare of City of New York Public Welfare District, as Mortgagee, Dorothy Fellows, Clinton J. Dorsey, J. O. Myers, t/a J. O. Myers & Co., John Sembly, W. D. Murray, aka William D. Murray, O. L. Murray, aka Oliver L. Murray, W. M. Thomas Lumber Co., Inc., Henry B. Myers Co., The County Building Co., and the directors and surviving trustees, if any, of said corporation, aka The County Building Company, a body corporate, and League Lumber Co., Inc., a body corporate, Judgment Creditor, 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 17th day of December, 1964, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

Louis N. Phipps

Louis N. Phipps, Clerk

5a

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 153 PAGE 255

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1964

We hereby certify, that the annexed

Order of Publication

Eq. 16,655

Southern Municipal

Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December, 1964. The first insertion being made the 15th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Feldmann

FILED

1964 NOV 10 PM 1:55

C. MAURICE WEIDEMEYER
RICHARD N. HAMBLETON
236 Main St.
Annapolis, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

EQUITY NO. 16,658

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland,
Plaintiff

vs.

WM. N. NOE
aka William N. Noe
806 E. North Ave.
Baltimore 2, Md.
WILLIAM K. BROWN
4203 Hooper Ave.
Baltimore 29, Md.
MARY F. BROWN
aka Mary Francis Brown
4203 Hooper Avenue
Baltimore 29, Md.
AUGUST H. THIES
9 W. Telegraph Rd.
Odenton, Md.
and, Washington Ave.
Route 3, Box 50C
Severn, Md.
CLARA L. THIES
9 W. Telegraph Rd.
Odenton, Md.
BOWIE BUILDING ASSOCIATION, INCORPORATED,
Mortgagee, c/o Marvin I. Anderson, Atty.
92 Franklin St.
Annapolis, Md.
THE BECON REALTY CO.
aka THE BEACON REALTY COMPANY
4 St. Paul Street
Baltimore 2, Md.
and, c/o Alvin Snyder,
Resident Agent
1612 Mathcison Bldg.,
Baltimore 2, Md.
EDWARD ESKER
West side Muddy Creek Road
Edgewater, Md.
LOUVENIA SESKER
AKA Lovenia Sesker
West side Muddy Creek Road
Edgewater, Md.
LEONARD A. DALEY
19 N. Ellwood Ave.
Baltimore 24, Md.
S. A. DALEY
aka Shirley Anna Daley, his wife
19 North Ellwood Ave.
Baltimore 24, Md.
BEACH SHORES, INC.
711 Fourteenth St. N.W.
Washington 5, D.C.
JOSEPH KESS
AKA Joseph Cornelius Kess
aka Joseph C. Kess
c/o Bessie Kess
Marley Road, Box 99A
Glen Burnie, Md.
THOMAS TILLMAN
1311 Etting Street
Baltimore, Md.
1403 W. 36th St.
Baltimore 11, Md.
and 393 East 153rd St.,
Bronx 55, N.Y.
THEODORE R. CORRELL
Box 681, 25th South St.
New York 4, N.Y.
MARY CORRELL
64 Myrtle Ave.
Brooklyn, N.Y.
JAMES R. DUMPSON
Commissioner of Welfare of City of New York
Public Welfare District, as Mortgagee
250 Church St.
Burrough of Manhattan
City & State of New York
DOROTHY FELLOWS
428 Edgewood St.
Hartford, Connecticut
CLINTON J. DORSEY
25 Larkin St., Apt. 2,
Annapolis, Md.
and, c/o Campbell Distributing Co.
Annapolis, Md.
and, 38 Lafayette Ave.
Annapolis, Md.
J. O. MYERS
t/a J. O. Myers & Co.
c/o Arthur A. Anderson
200 Duke of Gloucester St.
Annapolis, Md.
JOHN SEMBLY
Address unknown
W D.. MURRAY
aka William D. Murray
Box 8, Clarksville, Md.
O. L. MURRAY
aka Oliver L. Murray
Box 8, Clarksville, Md.
W. M. THOMAS LUMBER CO., INC.
Shadyside, Md.
HENRY B. MYERS CO.
49 West St.
Annapolis, Md,
THE COUNTY BUILDING CO., and the Director and surviving trustees, if any, of said corporation, whose addresses are unknown
aka The County Building Company a body corporate
3326 Greenmount Ave.
of Cape St. Claire Deep Creek Sub-div.
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 8th day of October, 1962, by Edward N. C. Bradley, County Treasurer and collector of Taxes for the State of Maryland and Anne Arundel County, to SOUTHERN MUNICIPAL CORPORATION, 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:

Cert. No. 3881B — Lots 17, 18, Sec. L. JHH 774-529 as shown on plat of Glen Burnie Hgts., Third Dist. and assessed to Wm. N. Noe, and sold to Plaintiff for $200.00 of which sum $79.97 has been paid.

Cert. No. 3882B — Lots 11, 12, 13, Sec. 14, GTC 1416-175, as shown on plat of Green Haven, Third Dist., and assessed to William K. and Mary F. Brown, and sold to Plaintiff for $100.00 of which sum $36.27 has been paid.

Cert. No. 3892B — Lots 56, 57, west 15 feet of Lot 58, Block 5, Imps.. GTC 1103-413 as shown on plat of Cedarhurst, Fourth Dist., and assessed to August H. and Clara L. Thies, and sold to Plaintiff for $600.00 of which sum $98.42 has been paid.

Cert. No. 3893B — Blk. 105 near Pumphrey, Lot 3, JHH 868-437 situated north side Belle Grove Rd., Fifth District, and assessed to Beacon Realty Co., and sold to Plaintiff for $700.00 of which sum $33.86 has been paid.

Cert. No. 3927B — .49 acre Blk. 580, JHH 905-106, situated on west side Muddy Creek Rd., First Dist., and assessed to Edward and Louvenia Sesker, and sold to Plaintiff for $500.00 of

Cert. No. 4042B — Lots 18-19, Blk. H, Sec. 1, GTC 1244-487, as shown on plat of Cape St. Claire Deep Creek Sub-div., Third Dist. and assessed to The County Bldg. Co., and sold to Plaintiff for $41.34 all of which sum 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 8, 1962.

It is thereupon this 9th day of October, 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 17th day of December, 1964, next, warning the said Wm. N. Noe, aka William N. Noe, William K. Brown, Mary F. Brown, aka Mary Francis Brown, August H. Thies, Clara L. Thies, Bowie Building Association, Incorporated, Mortgagee, The Becon Realty Co., aka The Beacon Realty Company, Alvin Snyder, Resident Agent, Edward Sesker, Louvenia Sesker, aka Lovenia Sesker, Leonard A. Daley, S. A. Daley, aka Shirley Anna Daley, his wife, Beach Shores, Inc., Joseph Kess, aka Joseph Cornelius Kess, aka Joseph C. Kess, Thomas Tillman, Donald Tillman, Cornelius Tillman, Maxine Anne Boyd Bessie Kess, aka Bessie Monroe Kess, Louis E. Carliner, Administrator of Estate of Bessie Kess, dec'd, Samuel Schenker, Joseph C. Monroe, Anne Arundel County Welfare Board, Louis W. Marvel, Mary E. Marvel, United Federal Savings & Loan Assn. of Glen Burnie, now known as Loyola Federal Savings & Loan Association, United States of America, August H. Wagener, Beulah L. Wagener, Joseph F. Murphy and Aline L. Murphy, Cape St. Claire Improvement Assn., Inc., Assignee, Arbutus Green, Harrison Land and Dev. Co., aka Harrison Land and Development Company, Harry H. Meeks, Resident Agent, and the directors and surviving trustees

LIBER 163 PAGE 257

DONALD TILLMAN
701 Newington Ave.
Baltimore 17, Md.
CORNELIUS TILLMAN
248 Madison Ave.
Baltimore 17, Md.
MAXINE ANNE BOYD
2638 W. North Ave.
Baltimore 16, Md.
BESSIE KESS
aka Bessie Monroe K
Marley Road, Box 99 A
Glen Burnie, Md.
LOUIS E. CARLINER
Administrator of Estate of
Bessie Kess, Dec'd
201 E. Lexington St.
Baltimore, Md.
SAMUEL SCHENKER
180 Main St.
Annapolis, Md.
JOSEPH C. MONROE
429 Round View Road
Baltimore 30, Md.
ANNE ARUNDEL COUNTY
WELFARE BOARD
County Health Dept. Bldg.
Annapolis, Md.
LOUIS W. MARVEL
103 Chestnut Lane NW
Glen Burnie, Md.
MARY E. MARVEL
103 Chestnut Lane NW
Glen Burnie, Md.
UNITED FEDERAL SAVINGS
& LOAN ASSN. OF GLEN
BURNIE
now known as Loyola Federal
Savings and Loan Assn.
100 Crain Highway SW
Glen Burnie, Md.
UNITED STATES OF
AMERICA
C/o Director of Internal Re-
venue
Baltimore, Md.
AUGUST H. WAGENER
RFD 4, Cape St. Claire
Annapolis, Md.
BEULAH L. WAGENER
RFD 4, Cape St. Claire
Annapolis, Md.
JOSEPH F. MURPHY and
ALINE L. MURPHY, purchas-
ers under an unrecorded con-
tract of sale
2627 Dulaney St.
Baltimore 23, Md.
CAPE ST. CLAIRE IMPROVE-
MENT ASSN., INC., Assignee
c/o Harry Rever
Green Holly Drive
Route 4, Annapolis, Md.
ARBUTUS GREEN
Severn P.O., Md.
HARRISON LAND AND DEV.
CO.
aka Harrison Land and De-
velopment Company
c/o Kasten Construction Co.
Millersville, Md.
and, 1012 Mercantile Trust Bldg.
Baltimore, Md.
and Harry H. Meeks,
Resident Agent
Rockview Beach, Pasadena,
Md.
FRANK DI LEONARDI
580 Welbrook Road
aka Wellbrook Road
Baltimore 21, Md.
THE WHITE VILLA CORPOR-
ATION, a body corporate
c/o H. Allen Mezger
1 N. Charles Center
Baltimore, Md.
WOODROW W. SPENCE
Baltimore 18, Md.
LEAGUE LUMBER COMPANY,
A BODY CORPORATE
Judgment Creditor
721 S. Caroline St.
Baltimore 31, Md.

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:

Third Dist. Cert. No. 3881B, Lots 17, 18, Sec. L, JHH 774-529 as shown on plat of Glen Burnie Hgts.

Third Dist. Cert. No. 3882B — Lots 11, 12, 13, Sec. 14, GTC 1416-175, as shown on plat of Green Haven.

Fourth Dist. Cert. No. 3892B — Lots 56, 57, west 15 feet of Lot 58, Block 5, Imps., GTC 1103-413 as shown on plat of Cedarhurst.

Fifth Dist. Cert. No. 3893B — Block 105 near Pumphrey, Lot 3, JHH 868-437 situated north side Belle Grove Road.

First Dist. Cert. No. 3927B — .49 acre Blk 580, JHH 905-106 situated on west side Muddy Creek Road.

Second Dist. Cert. No. 3937B — Lot 148 Plat 2, Sec. 1, GTC 1121-343 as shown on Plat of Sunrise Beach.

Third Dist. — Cert. No. 3946B — 7.0903 acres improvements GTC 1190-245 situated at Marley Neck off Solley Road, East Freetown.

Third Dist. Cert. No. 3947B — .695 acre JHH 933-588 situated on east side Tick Neck Road.

Third Dist. Cert. No. 3950B — Lot 76, Block J, Sec. 1, GTC 1121-105, Deep Creek sub-div., as shown on Plat of Cape St. Claire.

Fourth Dist. Cert. No. 3962B — 2 acres Block 82, situated near Smith Station.

Third Dist. Cert. No. 3966B — Lot 14, Block 54, Sec. 7, GTC 1241-279, as shown on plat of Harundale.

Third Dist. — Cert. No. 3967B — Lots 49-50, 5 feet Lot 51, Block CC, GTC 1017-367, as shown on plat of Marley Park Beach.

Third Dist. Cert. No. 3973B — Lot 59, Block G, as shown on Plat of Stone Haven.

Third Dist. Cert. No. 3976B — Lot 24, 8.33 acres as shown on Plat of Waterford Heights.

Third Dist. Cert. No. 3987B — Lot 73, Block J, Sec. 1, GTC 1121-105 Deep Creek Sub-div. as shown on Plat of Cape St. Claire.

Third Dist. Cert. No. 3390B — Lot 12, Block AV, plat 10, GTC 1208-153, as shown on plat of Cape St. Claire.

Sixth Dist. Cert. No. 4016B — Lot 7, Block 311C situated on John Sembly Plat Parole Heights.

Seventh Dist. Cert. No. 4022B — Lots 23 to 26, GAM 152-349, as shown on the plat of Cedarhurst Murray plat.

Third Dist. Cert. No. 4042B — Lots 18, 19, Block H, Sec. 1, GTC 1244-487 as shown on plat

which sum $26.42 has been paid.

Cert. No. 3937B — Lot 148 plat 2 Sec. 1, GTC 1211-343, as shown on plat of Sunrise Beach, Second Dist., and assessed to Leonard A. and S. A. Daley, and sold to Plaintiff for $200.00 of which sum $36.05 has been paid.

Cert. No. 3946B — 7.0903 acres improvements GTC 1190-245, situated at Marley Neck off Solley Road East Freetown, Third Dist., and assessed to Joseph Kess c/o Bessie Kess and sold to Plaintiff for $900.00 of which sum $102.69 has been paid.

Cert. No. 3947B — .695 acre JHH 933-588 situated on east side Tick Neck Road, Third District, and assessed to Louis W. & Mary E. Marvel, and sold to Plaintiff for $150.00 of which sum $69.23 has been paid.

Cert. No. 3950B — Lot 76, Block J, Sec. 1, GTC 1121-105, Deep Creek Sub-div., as shown on plat of Cape St. Claire, Third Dist., and assessed to August H. Wagener, and sold to Plaintiff for $50.00, of which sum $21.10 has been paid.

Cert. No. 3962B — 2 acres, Blk. 82, situated near Smith Sta., Fourth Dist., and assessed to Arbutus Green, and sold to plaintiff for $100.00 of which sum $42.90 has been paid.

Cert. No. 3966B — Lot 14, Blk. 54, Sec. 7, GTC 1241-279, as shown on plat of Harundale, Third Dist., and assessed to Harrison Land & Dev. Co., and sold to Plaintiff for $150.00 of which sum $38.61 has been paid.

Cert. No. 3967B — Lots 49-50, 5 feet Lot 51, Blk CC, GTC 1017-367 as shown on plat of Marley Park Beach, Third Dist., and assessed to Frank DiLeonardi, and sold to Plaintiff for $100.00 of which sum $56.50 has been paid.

Cert. No. 3973B — Lot 59 Blk. G as shown on plat of Stone Haven, Third Dist., and assessed to Woodrow W. Spence, and sold to Plaintiff for $100.00 of which sum $34.14 has been paid.

Cert. No. 3976B — Lot 24, 8.33 acres as shown on plat of Waterford Hts., Third Dist., and assessed to Theodore R. Correll, and sold to Plaintiff for $1600.00 of which sum $81.14 has been paid.

Cert. No. 3987B — Lot 73, Blk. J, Sec. 1, GTC 1121-105, Deep Creek Sub-div. as shown on plat of Cape St. Claire, Third Dist., and assessed to August H. Wagener, and sold to Plaintiff for $50.00, of which $21.10 has been paid.

Cert. No. 3990B — Lot 12, Blk. AV, plat 10, GTC 1208-153, as shown on plat of Cape St. Claire, Third Dist., and assessed to Dorothy Fellows, and sold to Plaintiff for $36.08, all of which has been paid.

Cert. No. 4016B — Lot 7, Blk. 311C, situated on John Sembly Plat, Parole Hgts, Sixth Dist., and assessed to Clinton J. Dorsey, and sold to Plaintiff for $49.31, all of which sum has been paid.

Cert. No. 4022B — Lots 23 to 26, GAM 152-349, as shown on plat of Cedarhurst Murray plat, Seventh Dist., and assessed to W. D. & O. L. Murray, and sold to Plaintiff for $350.00, of which sum $66.94 has been paid.

any of Harrison Land and Development Company, Frank Di Leonardi, The White Villa Corporation, a body corporate, Woodrow W. Spence, Theodore R. Correll, Mary Correll, James R. Dumpson, Commissioner of Welfare of City of New York, Public Welfare District as Mortgagee, Dorothy Fellows, Clinton J. Dorsey, J. O. Myers, t/a J. O. Myers & Co., John Sembly, W. D. Murray, aka William D. Murray, O. L. Murray, aka Oliver L. Murray, W. M. Thomas Lumber Co., Inc., Henry B. Myers Co., The County Building Co., and the directors and surviving trustees, if any, of said corporation, aka The County Building Company, a body corporate, and League Lumber Co., Inc., a body corporate, Judgment Creditor, 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 17th day of December, 1964, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

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LIBER 163 PAGE 258

SOUTHERN MARYLAND MUNICIPAL CORPORATION	*	NO. 16,658 EQUITY
	*	IN THE
Complainant	*	
vs.	*	CIRCUIT COURT
BOWIE BUILDING ASSOCIATION, INC., et al,	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

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

APPLICATION TO THE COURT
TO FIX THE AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Bowie Building Association, Inc., respectfully represents:

1. That your Petitioners are the holders of two mortgages on the property described in these proceedings as the property of August H. Thies and Clara L. Thies and set forth in Certificate No. 3892B.

2. That they desire to redeem the property and therefore apply to the Court to fix the amount necessary for redemption in accordance with the law pertaining thereto.

ANDERSON & ANDERSON

BY: Marvin H. Anderson
Solicitors for Petitioners

ORDER OF COURT FIXING THE
AMOUNT FOR REDEMPTION

ORDERED this 13th day of November, 1964, by the Circuit Court for Anne Arundel County that the petitioners reimburse the Southern Maryland Municipal Corporation for expenses actually incurred in accordance with the provisions of law in the amount of $151.40 as follows:

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Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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Title Examination Fee ----------	$25.00
Attorney's fee ----------	75.00
Proportionate share of court costs ----------	20.00
Proportionate share of advertising costs ----------	31.40
	$151.40

To the Treasurer of Anne Arundel County for Taxes, the sum of $268.86 as follows:

1961 taxes and interest ---------	$ 21.01
1962 taxes and interest ---------	74.41
1963 taxes and interest ---------	64.61
1964 taxes and interest ---------	93.53
Cost of sale ----------	12.30
Interest to certificate holder --	3.00
	$268.86

And upon payment of the aforegoing items the property mentioned in this petition be discharged from the effect of these proceedings.

Judge

I hereby consent to the passage of the aforegoing Order.

Solicitor for Complainant

Received of Marvin I. Anderson, Solicitor for Bowie Building Association, the sum of $151.40 as above set forth.

Solicitor for Complainant

Received of Marvin I. Anderson, Solicitor for Bowie Building Association, the sum of $268.86 for taxes, etc. as above set forth.

Treasurer of Anne Arundel County

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Mr. Clerk:

Please enter the above case "dismissed" as to August H. Thies and Clara L. Thies, and the Bowie Building Association, Inc., and the property in this petition described and referred to.

G. Maurice Weidemeyer
Solicitor for Complainant

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LIBER 163 PAGE 261

SOUTHERN MUNICIPAL CORPORATION	*	NO. 16,658 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
VS	*	FOR
WM. N. NOE etal	*	ANNE ARUNDEL COUNTY
Defendants	*	
*	*	*

A N S W E R

Now comes Loyola Federal Savings and Loan Association, formerly known as UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION, by its Attorneys, William W. Townshend, Jr. and William E. Kirk, and for answer to the Bill of Complaint states:

1. That it has no knowledge of the allegations in any of the paragraphs of the Bill of Complaint except as follows.

2. That the reference to two mortgages executed on July 15, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 946 Folio 496 and Folio 500 have been paid in full and the release therefor will be executed upon presentment of the same with costs to the Loyola Federal Savings and Loan Association.

And having fully answered the Bill of Complaint your defendant requests that it be dismissed with proper costs.

AS, IN DUTY BOUND, ETC.

TOWNSHEND AND KIRK

By _____
William W. Townshend, Jr., Attorneys for Loyola Federal Savings and Loan Association
Towns-Worth Bldg., South St.
Annapolis, Md., Col. 3-4546

I hereby certify that a copy of the above Answer was mailed to C. Maurice Weidemeyer, Esq., Attorney for Plaintiff, 236 Main Street, Annapolis, Md., this 23rd day of November, 1964.

_____
William W. Townshend, Jr.

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LIBER 163 PAGE 262

Southern Municipal Corporation, a body corporate of the State of Delaware 236 Main Street, Annapolis, Md. Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs	*	
Joseph C. Kess, et al Defendants	*	EQUITY NO. 16,658

* *

ANSWER TO BILL OF COMPLAINT

Now comes the Defendants Joseph C. Monroe and all the other Defendants with the exception of the Anne Arundel County Welfare Board as related to the 7.0903 acres and improvements situated in Marley Neck off Solley Road, East Freetown, by Samuel Schenker their attorney and answers the Bill of Complaint as follows:

1. That they neither admit nor deny the allegations of Paragraph one.

2. That they neither admit nor deny the allegations of Paragraph 2, but with respect of item seven (7) of paragraph 2, the said defendants admit that they are the owners of said property and further that they request that if said property has been sold at tax sale as said, that the Court establish a figure necessary to reimburse the Plaintiff in accordance with Section 7 of Article 81 of the Annotated Code of Maryland (1957 edition).

3. And that for the remaining allegations as set forth in the Bill of Complaint, the Defendants neither admit nor deny and demand strict proof thereof.

And having answered the Bill of Complaint the Defendants pray to be dismissed with costs.

Samuel Schenker

Samuel Schenker,
Solicitor for Defendants
Joseph C. Monroe, et al

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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I HEREBY CERTIFY that on this 24th day of November, 1964, a copy of the aforegoing Answer to Bill of Complaint was mailed to C. Maurice Weidemeyer, 236 Main Street, Annapolis, Md., Attorney for Plaintiff.

Samuel Schenker
Solicitor for Defendants
Joseph C. Monroe, et al

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
WM. N. NOE, et al., Defendants	:	Equity No. 16,658

ANSWER and DISCLAIMER

August H. Wagener, one of the defendants herein, for answer to the Bill of complaint and disclaimer says as follows:

1. That he is the record owner of Lot No. 76, Block J, Section 1, Deep Creek Sub-division, as shown on the Plat of Cape St. Claire, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, at page 20, as alleged in the bill of complaint.

2. That he is also owner of record of Lot 73, Block J, Section 1, Deep Creek Sub-division, as shown on the Plat of Cape St. Claire, Third Election District, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, at page 20, as alleged in the bill of complaint.

3. That heretofore he sold both of the aforesaid two lots to Joseph F. Murphy and Aline L. Murphy, his wife, who were purchasers under an unrecorded contract of sale, and that although the said defendants, Joseph F. Murphy and Aline L. Murphy, were entitled to have a deed for said lots, that nevertheless the said defendants have never paid for the preparation of the deed nor had a deed issued to them.

4. That for the aforesaid reason, defendant August H. Wagener hereby disclaims any further interest that he may have

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in the aforesaid lots unto the Plaintiff herein, and his wife, Beulah L. Wagener, joins herein in this disclaimer.

August H. Wagener

Beulah L. Wagener

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

AUGUST H. WAGENER and BEULAH L. WAGENER, his wife, being first duly sworn, on oath depose and say that they have read the foregoing Answer and Disclaimer by them subscribed, and verily believe the same to be true.

WITNESS my hand and Notarial Seal this 7th day of December, 1964.

Robert H. Bertram
Notary Public

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SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland, Plaintiff,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
WM. N. NOE aka William N. Noe 808 E. North Ave. Baltimore 2, Md., et al Defendants.	:	IN EQUITY EQUITY NO. 16,658

----o----

ANSWER OF UNITED STATES TO BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The United States of America by Thomas J. Kenney, United States Attorney, and Joseph H. H. Kaplan, Assistant United States Attorney, in and for the District of Maryland, answering the Bill of Complaint to Foreclose Equities of Redemption says:

1. That it has insufficient knowledge of the allegations contained in paragraphs 1, 2, 3, 4(a) (b) (c) (d) (e) (f) (g) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) and 6 to form a belief as to their truth and therefore neither admits nor denies the same.

2. That, in answer to paragraph 5 of the Complaint, defendant admits it has not redeemed the property designated in paragraph 4(h) of the Bill of Complaint, but further states that it has insufficient knowledge of the allegations contained in that paragraph insofar as they concern the redemption of the property noted in paragraph 4(h) of the Bill of Complaint by persons other than this defendant to form a belief as to their truth and therefore neither admits nor denies the same.

3. That, in answer to paragraph 4(h) of the Complaint, federal taxes were assessed against Louis Walter Marvel on August 8, 1957 in the amount of $306.70, plus a penalty of $46.00 and interest to July 31, 1957

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in the amount of $4.60. Demand was made thereon and on October 21, 1957 a Tax Lien Notice was filed in the Circuit Court of Anne Arundel County, in the total amount of $357.30, as will appear by reference to Notice of Federal Tax Lien Form No. 668 filed herewith, marked Exhibit "A", which is prayed to be read and taken as part hereof. It further avers that the outstanding amount due and owing the United States is $357.30, plus legal interest thereon, as evidenced by the attached Certificate of Assessments and Payments Form 899, marked Exhibit "B", which is prayed to be read and taken as part hereof.

And further answering the Complaint, it denies that the amount paid by the Complainant for the property designated in paragraph 4(h) of that Complaint upon which property this defendant's aforesaid lien attached gave rise to any right, interest or lien superior to the federal tax lien enumerated in paragraph 3 of this Answer, but avers that the said federal tax lien is superior to and entitled to priority over all liens and rights against Louis Walter Marvel, subsequent to the assessment of said federal tax on August 8, 1957.

WHEREFORE, having fully answered the Complaint, the United States of America prays that this Honorable Court dismiss this Complaint as to the United States of America and that if title be vested in the plaintiff, it be vested subject to the tax lien of the United States of America.

Thomas J. Kenney
United States Attorney

Joseph H. H. Kaplan
Assistant United States Attorney

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I HEREBY CERTIFY that a copy of the foregoing Answer of the United States was mailed this 10th day of December, 1964 to Richard N. Hambleton, Esq., P.O. Box 1746, Annapolis, Maryland, and to C. Maurice Weidemeyer, Esq., 236 Main Street, Annapolis, Maryland, attorneys for the Plaintiff.

Joseph H. H. Kaplan
Assistant United States Attorney

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Southern Municipal Corporation, a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland	*	LIBER 163 PAGE 269
Plaintiff	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
Wm. N. Noe, et al	*	IN EQUITY
Defendants	*	Equity No. 16,658
* *	*	* *

PETITION TO FIX AMOUNT NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Thomas Tillman, Donald Tillman, Cornelius Tillman, and Maxine Anne Boyd, by Samuel Schenker and Juanita Jackson Mitchell, their solicitors, respectfully represents unto Your Honor:

1. That they are heirs of Joseph Kess, aka Joseph Cornelius Kess, aka Joseph C. Kess, deceased, and as such are tenants in common of an undivided two thirds interest in the fee simple improved land situated in the Third Election District of Anne Arundel County, more particularly described in Paragraph (G) of the Bill of Complaint To Foreclose Equities of Redemption.

2. That on October 8, 1962, the Plaintiff at a regular tax sale, purchased the aforedescribed land in fee simple 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 No. 3946B from said Collector of Taxes for the "7.0903 acres improvements GTC 1190-245 situated at Marley Neck off Solley Road, East Freetown, Third District," and assessed to said Joseph Kess, deceased.

3. That your Petitioners are advised that as owners of a two thirds undivided interest in said land, they are entitled to

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redeem the said property, and they are further advised that the amounts necessary for redemption are as follows:

Amount paid at sale by Southern Municipal Corporation		$102.69
1963 taxes		46.45
1964 taxes		49.97
1965 taxes ½ year		15.32
Costs and Interest to Purchaser		15.06
Other costs		
Title Search	$25.00	
Attorney's Fee	100.00	
Advertisment	31.40	
Court costs	20.00	176.40
		$405.89

Wherefore, your Petitioners pray that an Order be passed fixing the amount necessary for redemption in the amount stated above.

AND, AS IN DUTY BOUND, etc.

Samuel Schenker
224 Main Street
Annapolis, Maryland
Co-3-2354

Juanita Jackson Mitchell
1239 Druid Hill Avenue
Baltimore, Maryland 21217
La-3-1142

Attorneys for Defendants

C O N S E N T

I HEREBY consent to the passage of an Order fixing the amount necessary for redemption in accordance with the amounts stated hereinabove.

C. Maurice Weidemeyer
Attorney for Southern Municipal Corporation
Plaintiff

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LIBER 163 PAGE 271

O R D E R

Upon the aforegoing Petition and Consent, it is this 25 day of May, 1965,

Ordered, that William Perlitz, Acting Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, be and he is directed to accept as the amount necessary for redemption, the property sold at tax sale and mentioned in the aforegoing Petition, and described in paragraph (G) of the Bill of Complaint to Foreclose Equities of Redemption, in the following amounts:

Amount paid at sale by Southern Municipal Corporation		$102.69
1963 taxes		46.45
1964 taxes		49.97
1965 taxes ½ year		15.32
Costs and Interest to Purchaser		15.06
Other costs		
Title Search	25.00	
Attorney's Fee	100.00	
Advertisment	31.40	
Court Costs	20.00	
		176.40
		$405.89

George Sachse
JUDGE

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LIBER 163 PAGE 272

SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
	:	Equity No. 16,658
Wm. N. NOE, et al.,	:	
	:	
Defendants	:	
	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter case dismissed as to Certificate No. 3946B on the property assessed to Bessie Keds, et al., in the above entitled cause.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

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LIBER 163 PAGE 273

SOUTHERN MUNICIPAL CORPORATION, Complainant,	*	IN THE
	*	CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY.
LEONARD A. DALEY and SHIRLEY A. DALEY.	*	NO. 16658 - IN EQUITY.
	*	

APPLICATION TO THE COURT
TO FIX THE AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Leonard A. Daley and Shirley A. Daley, by Anthony J. Nolan, their solicitor, respectfully represents unto Your Honor:

1. That your petitioners are the fee simple owners of the property described in Certificate No. 39373, being Lot No. 14, Plat 2, Section 1, G.T.C. 1211, Folio 343, as shown on the Plat of Sunrise Beach, Inc., Second Election District, Anne Arundel County.

2. That they desire to redeem the property, and therefore apply to the Court to fix the amount necessary for redemption, in accordance with the law pertaining thereto.

Leonard A. Daley
LEONARD A. DALEY

Shirley A. Daley
SHIRLEY A. DALEY
Petitioners

Anthony J. Nolan
ANTHONY J. NOLAN
Solicitor for Petitioners
2 E. Lexington Street
Baltimore, Maryland 21202
SA. 7-2031.

FILED

1965 MAY 26 PM 12:59

70

I HEREBY CONSENT to the passage of the foregoing Order of Court.

C. Maurice Weidemeyer
Solicitor for Complainant

RECEIVED of Leonard A. Daley and Shirley A. Daley the sum of $176.41.

C. Maurice Weidemeyer
Solicitor for Complainant.

RECEIVED of Leonard A. Daley and Shirley A. Daley the sum of $75.61, for taxes, etc., as hereinbefore set forth.

C. G. Wheeler
~~Treasurer~~ Acting Comptroller of Anne Arundel County.

RECEIVED of Leonard A. Daley and Shirley A. Daley the sum of $132.00 ordered to be paid Sunset Beach, Inc. as per Order of Court of November 2, 1964.

Elsie Archard
Solicitor for Sunset Beach, Inc.

MR. CLERK:

Please enter the above case "DISMISSED" as to Leonard A. Daley and Shirley A. Daley and the property in the within Petition described and referred to.

C. Maurice Weidemeyer
Solicitor for Complainant.

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LIBER 163 PAGE 275

ORDER OF COURT
FIXING THE AMOUNT FOR REDEMPTION

ORDERED this Tenth day of May, 1965, by the Circuit Court for Anne Arundel County, that Leonard A. Daley and Shirley A. Daley, Petitioners, reimburse the Southern Municipal Corporation for expenses actually incurred, in accordance with the provisions of law, in the amount of $176.41, representing title examination fees, attorneys' fees, proportionate share of costs, and proportionate share of advertising; pay to the Treasurer of Anne Arundel County, for taxes and interest, the sum of $75.26; and pay to the Sunrise Beach, Inc., the sum of $132.00, as per Order of Court of November 2, 1964, and, upon the payment of the foregoing items, the property mentioned in the within Petition be discharged from the effect of these proceedings.

George Sachse,
Judge.

FILED
1965 MAY 27 AM 9:25

72

LIBER 163 PAGE 276

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 16,658
vs.	:	
WM. N. NOE, et al., Defendants	:	

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. Maurice Weidemeyer, President of and Attorney for Southern Municipal Corporation, the Plaintiff herein, first being duly sworn and on oath deposes and says:

That he mailed a copy of the Order of Publication and Bill of Complaint issued herein, by certified mail, return receipt requested, to the non-resident defendants Theodore R. Correll, Mary Correll, James R. Dumpson, Dorothy Fellows, and Beach Shores, Inc., as evidenced by the receipts for said letters filed herewith or the envelopes of returned letters, filed herewith and made a part hereof.

That the said certified letter mailed to Theodore R. Correll was returned marked "Unclaimed Box Closed".

That the said certified letter mailed to Dorothy Fellows was returned marked "Unclaimed".

That the said certified letters mailed to Mary Correll and James R. Dumpson were received by them as indicated by the receipts for said letters filed herewith.

That the said certified letter mailed to Beach Shores, Inc., was received by it as indicated by the receipt for said letter filed herewith, and further evidenced by answer filed by said

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defendant in this cause.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 7th day of ~~May~~ June, 1965.

Mary Harrison

Mary Harrison - Notary Public
My Commission expires July 1, 1965

LIBER 163 PAGE 278

RECEIPT FOR CERTIFIED MAIL—20¢

No. 152753

SENT TO: Beach Shores, Inc.
STREET AND NO.: 711 - 14th St. N.W.
CITY AND STATE: Washington, 5, D. C.

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: 10/9/64

POD Form 3800 June 1962

CAUTION—NO INTERNATIONAL

RECEIPT FOR CERTIFIED MAIL—20¢

No. 152755

SENT TO: James R. Dumpson
STREET AND NO.: 250 Church St.
CITY AND STATE: Burrough of Manhattan, NY

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: 10/8/64

POD Form 3800 June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL (See other side)

RECEIPT FOR CERTIFIED MAIL—20¢

No. 152756

SENT TO: Mary Correll
STREET AND NO.: 64 Myrtle Avenue
CITY AND STATE: Brooklyn, 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: 10/9/6

POD Form 3800 June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL (See other s

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

WASH. D.C. 12 OCT 1964 PM

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER
	C. Maurice Weidemeyer
CERTIFIED NO. 152753	STREET AND NO. OR P. O. BOX: 236 Main Street
INSURED NO.	CITY, ZONE AND STATE

POD Form 3811 Apr. 1962

C55—16—71548-5—F

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

NEW YORK 13, N.Y. OCT 13 PM 1964

CANAL STREET STATION

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER
	C. Maurice Weidemeyer
CERTIFIED NO. 152755	STREET AND NO. OR P. O. BOX: 236 Main St.
INSURED NO.	CITY, ZONE AND STATE: ANNAPOLIS, MD.

POD Form 3811 Apr. 1962

C55—16—71548-5—F

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

POSTMARK OF DELIVERING OFFICE

BROOKLYN, N.Y. OCT 13 PM 1964

INSTRUCTIONS: Fill in items below and complete instructions on other side, if applicable. Moisten gummed ends, attach and hold firmly to back of article. Print on front of article RETURN RECEIPT REQUESTED.

RETURN TO

REGISTERED NO.	NAME OF SENDER
	C. Maurice Weidemeyer
CERTIFIED NO. 152-756	STREET AND NO. OR P. O. BOX: 236 Main St.
INSURED NO.	CITY, ZONE AND STATE: ANNAPOLIS, MD.

POD Form 3811 Apr. 1962

C55—16—71548-5—F

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ATTY. C. M. WEIDEMEYER
236 MAIN ST.
ANNAPOLIS, MD.

DISCLAIMER
Box closed

APR 12 1965

CERTIFIED
No. 152757
MAIL

LIBER 193 PAGE 279

TO: Theodore R. Correll
[redacted], 25th South Street
New York 4, New York

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. C. M. WEIDEMEYER
MAIN ST.
POLIS, MD.

UNCLAIMED

RETURNED TO WRITER
REASON CHECKED
Unclaimed ... Refused
Addressee unknown
Insufficient Address
No such street.....number
No such office in state
Do not re-mail to this address

OCT 5 PM MD

PM MD

CERTIFIED
No. 152754
MAIL

LIBER 163 PAGE 280

TO: DOROTHY FELLOWS
428 Edgewood Street
Hartford, Connecticut

LEFT NOTICE TO CALL
RT# 5 CR. INIT.
NO RESPONSE OCT 12
NO NAME NO RECEPTACLE

OCT 24 1960

LIBER 163 PAGE 281

SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	IN EQUITY
vs.	:	
	:	Equity No. 16,658
WM. M. NOE, et al.,	:	
Defendants	:	

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

C. MAURICE WEIDEMEYER, first being duly sworn and on oath deposes and says that he is president of and attorney for Southern Municipal Corporation, Plaintiff herein and that as to the corporate Defendants they are obviously not in military service and that as to all of the individual Defendants, he has received no information that any of them are in military service and therefore avers that none of them are in military service as defined by the Soldiers and Sailors Civil Relief Act of 1940.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Subscribed and sworn to before me this 7th day of June, 1965.

Naomi K Coy

Notary Public

My commission expires: July 1, 1965

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1965 JUN -8 AM 11:50

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SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	IN EQUITY
vs.	:	Equity No. 16,658
WM. M. NOE, 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, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order, against all the defendants named herein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said defendants and sold to Plaintiff on the 8th day of October, 1962, for non-payment of taxes due for the years 1961 and 1962.

And it further appearing that the defendants, Theodore R. Correll, Mary Correll, James R. Dumpson, Commissioner of Welfare of City of New York, Welfare District and Dorothy Fellows, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the defendants, Edward Sesker, Louvenia Sesker (aka Lovenia Sesker), Cape St. Claire Improvement Assn., Inc., Harrison Land and Dev. Co. (aka Harrison Land and Development Company), The White Villa Corporation, Clinton J. Dorsey, J.O. Myers, t/a J.O. Myers & Co., W.M. Thomas Lumber Co., Inc., Henry

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B. Myers Co., have been returned "summonsed" or "served".

And it further appearing that subpoenas issued out of this Court directed to the defendants, Wm. M. Noe (aka William N. Noe), William K. Brown, Mary F. Brown (aka Mary Francis Brown), The Becon Realty Co. (aka The Beacon Realty Company), Arubutus Green, Frank Di Leonardi, Woodrow W. Spence, Joseph F. Murphy and Aline L. Murphy, John Sembly, W.D. Murray,(aka William D. Murray)and O.L. Murray,(aka Oliver L. Murray). The County Building Co. (aka The County Building Company) and League Lumber Co., Inc., have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that all of the aforesaid defendants, except as otherwise set out above, have failed to enter their appearance herein in person or by solicitor, and have failed to file an answer to the Bill of Complaint, and the time within said defendants could so appear and file an answer having now expired, it is thereupon this 8th day of June, 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, Theodore R. Correll, Mary Correll, James R. Dumpson, Commissioner of Welfare of City of New York, Welfare District, Dorothy Fellows, Edward Sesker, Louvenia Sesker (aka Lovenia Sesker), Cape St. Claire Improvement Assn., Inc., Harrison Land and Dev. Co. (aka Harrison Land and Development Company), The White Villa Corporation, Clinton J. Dorsey, J.O. Myers, t/a J.O. Myers & Co., W.M. Thomas Lumber Co., Inc., Henry B. Myers Co., Wm. M. Noe (aka

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William N. Noe), William K. Brown, Mary F. Brown (aka Mary Francis Brown), The Becon Realty Co. (aka The Beacon Realty Company), Arubutus Green, Frank Di Leonardi, Woodrow W. Spence, Joseph F. Murphy, Aline L. Murphy, John Sembly, W.D. Murray,(aka William D. Murray), O.L. Murray, (aka Oliver L. Murray), The County Building Co. (aka The County Building Company), League Lumber Co., Inc., and any 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 to the Plaintiff on the 8th day of October, 1962.

George Sachse
Judge

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SOUTHERN MUNICIPAL CORPORATION, a body corporate,	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
Plaintiff	:	
	:	IN EQUITY
vs.	:	
	:	Equity No. 16,658
WM. M. NOE, et al.,	:	
	:	
Defendants	:	

DECREE PRO CONFESSO AGAINST DEFENDANTS LOUIS W. MARVEL AND MARY E. MARVEL

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 the Defendants Louis W. Marvel and Mary E. Marvel 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 subpoenas issued out of this Court directed to the Defendants Louis W. Marvel and Mary E. Marvel have been returned twice as "non est" as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the Defendants Louis W. Marvel and Mary E. Marvel have failed to enter their appearance 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,

EI

this 22nd day of June, 1965, by the Circuit Court for Anne Arundel County, in Equity

ADJUDGED, ORDERD 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

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LIBER 163 PAGE 287

SOUTHERN MUNICIPAL CORPORATION, a body corporate, Plaintiff vs. WM. M. NOE, et al., Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY EQUITY NO. 16,658

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 Theodore R. Correll, Mary Correll, James R. Dumpson, Commissioner of Welfare of City of New York, Public Welfare District, and Dorothy Fellows, being non-residents, have been duly served by publication.

And it further appearing that subpoenas issued out of this Court directed to the defendants, Edward Sesker, Louvenia Sesker (aka Lovenia Sesker), Cape St. Claire Improvement Assn., Inc., Harrison Land and Dev. Co. (aka Harrison Land and Development Company), The White Villa Corporation, Clinton J. Dorsey, J. O. Myers, t/a J. O. Myers & Co., W. M. Thomas Lumber Co., Inc., and Henry B. Myers Co., have been returned "Summonsed" or "served".

And it further appearing that subpoenas issued out of this Court directed to the defendants, Wm. M. Noe (aka William N. Noe), William K. Brown, Mary F. Brown (aka Mary Francis Brown), The Becon Realty Co. (aka The Beacon Realty Company), Arbutus Green, Frank Di Leonardi, Woodrow W. Spence, Joseph F. Murphy and Aline L. Murphy, John Sembly, W. D. Murray (aka William D. Murray), O. L. Murray (aka Oliver L. Murray), The County Building Co.(aka The County Building Company), and League Lumber Co., Inc., and Louis W. Marvel and Mary E. Marvel, have been returned twice "non est", 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 June 8, 1965, against all of the aforesaid defendants except Louis W. Marvel and Mary E. Marvel, and as

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against the said Louis W. Marvel and Mary E. Marvel a Decree Pro Confesso was entered herein on the 22nd day of June, 1965, 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.

AND IT FURTHER APPEARING that Answer and Disclaimer have been filed herein by defendants United Federal Savings & Loan Assn. of Glen Burnie (now known as Loyola Federal Savings & Loan Association), and August H. Wagener and Beulah L. Wagener.

It is by the Circuit Court for Anne Arundel County sitting in equity, this 27th day of July, 1965, ADJUDGED, ORDERED and DECREED, that all the rights of redemption to the properties mentioned herein of the defendants Theodore R. Correll, Mary Correll, James R. Dumpson, Commissioner of Welfare of City of New York Public Welfare District, Dorothy Fellows, Edward Sesker, Louvenia Sesker (aka Lovenia Sesker), Cape St. Claire Improvement Assn., Inc., Harrison Land and Dev. Co. (also known as Harrison Land and Development Company), The White Villa Corporation, Clinton J. Dorsey, J. O. Myers t/a J. O. Myers & Co., W. M. Thomas Lumber Co., Inc., Henry B. Myers Co., Wm. M. Noe (aka William N. Noe), William K. Brown, Mary F. Brown (aka Mary Francis Brown), The Becon Realty Co. (aka The Beacon Realty Company), Arbutus Green, Frank Di Leonardi, Woodrow W. Spence, Joseph F. Murphy and Aline L. Murphy, John Sembly, W. D. Murray (aka William D. Murray), O. L. Murray (aka Oliver L. Murray), The County Building Co. (aka The County Building Company), League Lumber Co., Inc., Louis W. Marvel and Mary E. Marvel, United Federal Savings & Loan Assn. of Glen Burnie (now known as Loyola Federal Savings & Loan Association), August H. Wagener and Beulah L. Wagener, 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 October 8, 1962, for non-payment of taxes for the years 1961 and 1962, to wit:

(1) Certificate No. 3881B - Lots 17, 18 Sec. L, JHH 774-529 as shown on the plat of Glen Burnie Hgts., Third Dist., and assessed to Wm. N. Noe.

(2) Certificate No. 3882B - Lots 11, 12, 13, Sec. 14, GTC 1416-175, as shown on the plat of Green Haven, Third District, and assessed to William K. and Mary F. Brown.

(3) Certificate No. 3893B - Block 105 near Pumphrey, Lot 3, JHH 868-437 situated North side Belle Grove Road, Fifth Dist., and assessed to Beacon Realty Co.

(4) Certificate No. 3927B - .49 acre Blk 580, JHH 905-106 situated on west side Muddy Creek Road, First District, and assessed to Edward and Louvenia Sesker.

(5) Certificate No. 3947B - .695 acre JHH 933-588 situated on east side Tick Neck Road, Third District, and assessed to Louis W. and Mary E. Marvel.

(6) Certificate No. 3950B - Lot 76, Block J, Sec. 1, GTC 1121-105, Deep Creek sub-div. as shown on Plat of Cape St. Claire, Third District, and assessed to August H. Wagener.

(7) Certificate No. 3962B - 2 acres Block 82, situated near Smith Station, Fourth District, and assessed to Arbutus Green.

(8) Certificate No. 3966B - Lot 14, Block 54, Sec. 7, GTC 1241-279, as shown on plat of Harundale, Third District, and assessed to Harrison Land & Development Co.

(9) Certificate No. 3967B - Lots 49-50, 5 feet Lot 51, Block CC, GTC 1017-367, as shown on plat of Marley Park Beach, Third District, and assessed to Frank Di Leonardi.

(10) Certificate No. 3973B - Lot 59, Block G, as shown on Plat of Stone Haven, Third District, and assessed to Woodrow W. Spence.

(11) Certificate No. 3976B - Lot 24, 8.33 acres as shown on Plat of Waterford Heights, Third District, and assessed to Theodore R. Correll.

(12) Certificate No. 3987B - Lot 73, Block J, Sec. 1, GTC 1121-105 Deep Creek Sub-div. as shown on Plat of Cape St. Claire, Third District, and assessed to August H. Wagener.

(13) Certificate No. 3990B - Lot 12, Block AV, plat 10, GTC 1208-153, as shown on plat of Cape St. Claire, Third District, and assessed to Dorothy Fellows.

(14) Certificate No. 4016B - Lot 7, Block 311C situated on John Sembly Plat Parole Heights, Sixth District, and assessed to Clinton J. Dorsey.

(15) Certificate No. 4022B - Lots 23 to 26, FAM 152-349, as shown on the plat of Cedarhurst Murray plat, Seventh District, and assessed to W. D. and O. L. Murray.

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(16) Certificate No. 4042B - Lots 18, 19, Block H, Sec. 1, GTC 1244-487 as shown on plat of Cape St. Claire Deep Creek Sub-div., Third District, and assessed to The County Bldg. Co.

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

IT IS FURTHER ORDERED that the Controller for Anne Arundel County, as the Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff in these proceedings, a deed of conveyance to the aforesaid lots and parcels of land and improvements, 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.

E. Marshall Childs
Judge

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LIBER 163 PAGE 291

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF WILLIAM MURRAY AND	*	ANNE ARUNDEL COUNTY
LOUISE MURRAY, HIS WIFE.	*	NO. 17,170 EQUITY

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

PETITION TO DOCKET CASE

MR. CLERK:

Please docket the above captioned case and approve the bond.

CHILDS AND BALD

By: Eugene M. Childs

Eugene M. Childs,
192 Duke of Gloucester St.
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

/

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1965 APR 27 PM 2:32

County Form

LIBER 163 PAGE 292

LIBER 997 PAGE 595

No. 17,170 Equity

This Mortgage,

Made this 30th day of January, in the year one thousand, nine hundred and fifty-six, between WILLIAM MURRAY and LOUISE MURRAY, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC., a body corporate, of the State of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FOUR THOUSAND THIRTY DOLLARS and no cents ($4,030.00) - - - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described; and

Whereas, this Mortgage shall also secure for future advances, as provided by Chapter 923, of the Laws of Maryland, of 1945, or any amendments thereto.

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 five per cent (5 %) per annum in the manner following:

By the payment of - - - - - Fifty Dollars ($50.00) - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week 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, or in any other way Mortgagee may elect

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 Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all the property described as follows:

ALL that property situate, lying and being in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, being known and designated as Lots 13 and 14, Block B, on the Plat of James Hicks Subdivision, filed among the Plat Records of Anne Arundel County in Plat Book 6, page 47, said property also known as 16 Bunche Street, Annapolis, Maryland.

BEING the same property conveyed to William Murray and wife by two deeds: (1) From James Hicks, et al, by deed dated July 24, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 288, folio 147 and (2) From William Hamilton and wife, et al, dated November 26, 1947, recorded among the said Land Records in Liber J.H.H. 460, folio 457.

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1965 APR 27 PM 3: 13

LIBER 163 PAGE 293

LIBER 997 PAGE 596

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

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

And the said Mortgagors, for ....themselves,...their..... ~~successors~~ heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors,....their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the morgage 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 be added to the principal debt named herein and bear interest at the rate of five per cent (5 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, ...their..... heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, ..their..... ~~successors~~ 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. However, no failure on the part of the mortgagee to take advantage of this provision shall constitute a waiver or release of the provisions of this section; (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 Motgagor, 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 Mortgagors, ...their..... heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a release fee of Three Dollars ($3.00) per share upon each untredeemed share; and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the member shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building and Loan Association, Inc.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for Eugene M. Childs, 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 evnt of such sale under the powers hereby granted, the proceeds thereof shall be appplied as follows; first, to the payment of all expenses incident thereto, including a fee of $50.00...., and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similiar 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 the Mortgagors, their... heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor s, for ...themselves.,...their..... heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves,...their..... heirs, personal representatives or assigns, hereby covenant to pay and the said Mortgagee its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, and said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagors covenant that .....they..... will warrant specially the property hereby conveyed, and that .....they..... will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Eugene M. Childs
Eugene M. Childs

William Murray (SEAL)
WILLIAM MURRAY

Louise Murray (SEAL)
LOUISE MURRAY

(SEAL)

(SEAL)

4

LIBER 163 PAGE 295

LIBER 997 PAGE 598

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

I HEREBY CERTIFY that on this 30th day of January, 1956, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared WILLIAM MURRAY and LOUISE MURRAY, his wife;

and they acknowledge the aforegoing mortgage to be their act. At the same time also appeared CHARLES M. CARLSON, 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.

Eugene M. Childs

Eugene M. Childs Notary Public.

Rec'd for record Jan. 31, 1956 at 9:20 A.M.
Mailed to Eugene M. Childs

3319

MORTGAGE

FROM

WILLIAM MURRAY

LOUISE MURRAY, his wife

TO

THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, INC.

Received for Record 31 Jan., 1956, at 9:20 o'clock A.M. Same day recorded in Liber G.T.C. No. 997 Folio 595 etc. one of the Land Records of A.A. County, and examined per GEORGE T. CROMWELL, Clerk, Clerk

Cost of Record, $ 1.

EUGENE M. CHILDS
ATTORNEY AT LAW
192 DUKE OF GLOUCESTER ST.
ANNAPOLIS, MD.

No. 17,170

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 163 PAGE 296

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 27th day of April, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Eugene M. Childs, known to me to be the attorney in the mortgage from William Murray and Louise Murray, his wife, to the Workingmen's Building and Loan Association, Inc.

~~plaintiff~~ ~~in the above entitled cause~~, and made oath, in due form of law, that ~~defendant~~

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

William Murray and Louise Murray, 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 27th day of April, 1965.

Mildred Ann Ball
Mildred Ann Ball, Notary

Notary Public.

My Commission will expire on:

July 1, 1965

Filed,

FILED
1965 APR 27 PM 2:32

LIBER 163 PAGE 297

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF WILLIAM MURRAY AND	*	ANNE ARUNDEL COUNTY
LOUISE MURRAY, HIS WIFE.	*	NO. 17,170 EQUITY

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

STATEMENT OF CLAIM

MR. CLERK:

The following is the statement of claim of the Workingmen's Building and Loan Association, Inc. of the mortgage from William Murray and Louise Murray, his wife, to the Workingmen's Building and Loan Association, Inc. dated January 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 997, folio 595.

Principal balance due----------	$2,886.76
Interest due thru 4/24/65----------	17.00
Total due thru 4/24/65----------	$2,903.76

$2.88 interest each week after 4/24/65.

CHILDS AND BALD

By: Eugene M. Childs

Eugene M. Childs, Attorney
for Workingmen's Building and
Loan Association, Inc.
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

1

FILED
1965 APR 27 PM 2:32

220568

LIBER 163 PAGE 298

GLOBE INDEMNITY COMPANY

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

LIBER 13 PAGE 145

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

Bond No.

Equity #17,170

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Eugene M. Childs -- -- -- -- -- **as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of** Three Thousand Five Hundred and 00/100 Dollars ($3,500.00) - - - - - - - - **current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this** 29th **day of** April **, 19** 65 **.**

WHEREAS by virtue of a power of sale contained in a Mortgage from William Murray and Louise Murray, his wife - - - - - - - **bearing date on or about the** 30th **day of** January **, 19** 56 **, the said** Eugene M. Childs - - - - - - - - - - **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** Eugene M. Childs - - - - - - - - - **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

Bond approved this 29th day of April, 1965

Louis N. Phipps
Clerk

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

WITNESS:

Ethel M. Carle
Ethel M. Carle, as to both

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

1965 APR 29 AM 11:41

8

LIBER 163 PAGE 299

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF WILLIAM MURRAY AND	*	ANNE ARUNDEL COUNTY
LOUISE MURRAY, HIS WIFE.	*	NO. 17,170 EQUITY

* * * * * * * * *

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that before me the subscriber, a Notary Public for the State and County aforesaid, personally appeared THOMAS J. LINTHICUM, III, Secretary and Assistant Treasurer of the Workingmen's Building and Loan Association, Inc., who being known to me did depose and say that he is personally familiar with the books, records and accounts of said Association, and is competent to testify as to their content and that it appears from the records thereof that as of April 24, 1965 William and Louise Murray were indebted to said Association in the amount of $2,903.76 as more particularly shown on the Statement of Claim heretofore filed in these presents.

As witness my hand and seal Notarial.

Eugene M. Childs

My commission expires July 1, 1965

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1965 MAY -6 AM 10: 16

9

GEORGE W. SCRIBLE . . . . . Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

The improvements being known as No. 16 Bunche Street, Parole, 6th Election District, City of Annapolis, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from William Murray and Louise Murray, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. 997, folio 595, default having occurred thereunder, the undersigned attorney named in the mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

MONDAY, MAY 24, 1965

AT 11 O'CLOCK A.M. (E.D.S.T.)

All that property situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, being known and designated as Lots 13 and 14, Block B, on the Plat of James Hicks Subdivision, filed among the Plat Records of Anne Arundel County in Plat Book 6, page 47.

BEING the same property conveyed to William Murray and wife by two deeds; (1) from James Hicks, et al, by deed dated July 24, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 288, folio 147 and (2) From William Hamilton and wife, et al, dated November 26, 1947, recorded among said Land Records in Liber J.H.H. 460, folio 457.

The SAID PROPERTY is improved by a frame, composition-roof dwelling with six rooms, bath and attic.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (6) per cent per annum is to be paid in cash upon final ratification of sale. Taxes, insurance and all other public assessments to be adjusted to the day of sale. For further particulars apply to:

EUGENE M. CHILDS
CHILDS AND BALD
192 Duke of Gloucester Street
Annapolis, Maryland
COlonial 7-8191

FILED
1965 MAY 24 PM 2:41

LIBER 163 PAGE 301

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF WILLIAM MURRAY AND	*	ANNE ARUNDEL COUNTY
LOUISE MURRAY, HIS WIFE	*	NO. 4170 EQUITY

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

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I ~~(we)~~ have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of SEVEN THOUSAND NINE HUNDRED DOLLARS, and I ~~(we)~~ agree to comply with the terms of the sale as set forth therein.

As witness my ~~(our)~~ hand ~~(s)~~ and seal ~~(s)~~ this 24th day of May, 1965.

Test:

Eugene M. Childs

H. Maurice Weidemeyer (SEAL)

_____ (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to _____, at and for the sum of _____, he ~~(they)~~ being at that price the highest bidder ~~(s)~~ therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 24 day of May, 1965.

FILED
1965 MAY 24 PM 2:41

George W. Scible (SEAL)

George W. Scible

16

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF WILLIAM MURRAY AND	*	ANNE ARUNDEL COUNTY
LOUISE MURRAY, HIS WIFE	*	NO. 17,170 EQUITY

* * * * * * *

AFFIDAVIT

I HEREBY CERTIFY that before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared C. Maurice Weidemeyer, known to me and being duly sworn did make oath in due form of law that in bidding on the mortgaged real estate of William Murray and Louise Murray, he was acting solely on his own behalf; that there are no others interested as principals and that he did not directly or indirectly discourage anyone from bidding the said property.

WITNESS my hand and seal Notarial this 24th day of May, 1965.

_____

_____

Eugene M. Culbert
Notary Public

My Commission Expires:
JULY 1, 1965

FILED
1965 MAY 24 PM 2:41

//

LIBER 163 PAGE 303

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF WILLIAM MURRAY AND	*	ANNE ARUNDEL COUNTY
LOUISE MURRAY, HIS WIFE	*	NO. 17,170 EQUITY

* * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Eugene M. Childs, attorney named in the mortgage filed in the captioned case, respectfully shows that after giving bond for the faithful performance of the trust in him imposed and after having complied with all the other prerequisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in the City of Annapolis, County of Anne Arundel County, Maryland, for at least 20 days prior to the date of sale, he did pursuant to said notice, attend the sale at the Court House door on Monday, May 24, 1965, at 11 o'clock A.M., Eastern Daylight Time, and then and there proceeded to sell the property described in the hand-bill attached hereto being known as Lots 13 and 14, Block B, on the Plat of James Hicks Subdivision, to the highest bidder who was C. Maurice Weidemeyer, at and for the sum of Seven Thousand Three Hundred Dollars ($7,300.00).

It appearing that said sum would be sufficient to satisfy the lien of the within mortgage and the mortgage filed in this case, No. 17,170 Equity in the Circuit Court for Anne Arundel County.

The attorney further states that he has received the required deposit in the terms of sale and he further states that the sale herein reported was fairly made.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

FILED
1965 MAY 24 PM 2:41

/2

Eugene M. Childs, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of May, 1965, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared EUGENE M. CHILDS, Attorney named in the mortgage filed in these presents and made oath in due form of law that the matters stated in the aforegoing Report of Sale are true and that the sale therein reported was fairly made.

WITNESS my hand and seal Notarial.

Virginia B Hughes

Virginia B Hughes Notary Public

My Commission Expires July 1, 1965

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

13

ORDER NISI

LIBER 163 PAGE 305

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WILLIAM MURRAY AND
LOUISE MURRAY, HIS WIFE
~~vs~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,170 Equity

Ordered, this 24th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of June next.

The report states that the amount of sale was $ 7,300.00

Laura N. Phipps Clerk.

True Copy,
Eugene M. Childs, Attorney

TEST: Clerk.

(Final Order)

Evening Capital (May 27th Edition)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF WILLIAM MURRAY AND
LOUISE MURRAY, HIS WIFE
~~vs~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of June, 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 JUN 29 PM 3:23

14

Attorney Sale

OF VALUABLE IMPROVED REAL ESTATE

The improvements being known as No. 16 Bunche Street, Parole, 6th Election District, City of Annapolis, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage from William Murray and Louise Murray, his wife recorded among the Land Records of Anne Arundel County in Liber G.T.C. 997, folio 595, default having occurred thereunder, the undersigned attorney named in the mortgage will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

MONDAY, MAY 24, 1965 AT 11 O'CLOCK A.M. (E.D.S.T.)

All that property situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland, being known and designated as Lots 13 and 14, Block B, on the Plat of James Hicks Subdivision, filed among the Plat Records of Anne Arundel County in Plat Book 6, page 47.

BEING the same property conveyed to William Murray and wife by two deeds; (1) from James Hicks, et al, by deed dated July 24, 1943, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 288, folio 147 and (2) from William Hamilton and wife, et al, dated November 26, 1947, recorded among said Land Records in Liber J.H.H. 460, folio 457.

The SAID PROPERTY is improved by a frame, composition roof dwelling with six rooms, bath and attic.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money with interest thereon at the rate of six (6) per cent per annum is to be paid in cash upon final ratification of sale. Taxes, insurance and all other public assessments to be adjusted to the day of sale.

For further particulars apply to:

EUGENE M. CHILDS
CHILDS and BALD
192 Duke of Gloucester St.
Annapolis, Maryland
COlonial 7-8191
GEORGE W. SCIBLE,
Auctioneer

M-20

OFFICE OF 17170

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 306

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 22, 1965

We hereby certify, that the annexed

Attorney's Sale

William Murray

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 May, 1965. The first insertion being made the 29th day of April, 1965.

CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. 15

FILED
1965 MAY 24 PM 1:59

LIBER 163 PAGE 307

GLOBE INDEMNITY COMPANY

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

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

Bond No. 457689

LIBER 13 PAGE 169
Equity #17,170

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Eugene M. Childs, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and 00/100 Dollars ($4,000.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 24th day of May, 1965.

WHEREAS by virtue of a power of sale contained in a Mortgage from William Murray and Louise Murray, bearing date on or about January 30, 1956, the said Eugene M. Childs 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 Eugene M. Childs 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, Eugene M. Childs, 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.

Additional Bond approved this 25 day of May, 1965
Laura N. Phippin, Clerk

SIGNED, SEALED AND DELIVERED in the presence of

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

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact

Ethel M. Carle, as to both

FILED

1965 MAY 25 PM 2:57

16

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,170 EQUITY

In the Matter of the Mortgaged Real Estate of WILLIAM MURRAY and LOUISE MURRAY, his wife

Ordered, this 24th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by Eugene M. Childs, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of June next.

The report states that the amount of sale was $7,300.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-17

FILED

1965 JUN 22 PM 2:15

No. E. C. 9-30-65

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 308

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 18, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,170 William Murry

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of June, 1965. The first insertion being made the 27th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 163 PAGE 309

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
WILLIAM MURRAY and LOUISE MURRAY, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,170 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.

July 1, 1965

John H. Hopkins, IV, Auditor.

1965 JUL -1 AM 11:21 FILED

FINAL ORDER

ORDERED BY THE COURT, this 19th 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

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1965 JUL 19 AM 9:26

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILLIAM MURRAY and LOUISE MURRAY, his wife,

In Acct. with EUGENE M. CHILDS, Attorney named in Mortgage

					Cr.	
1965, May 24						
Proceeds of sale	7,300	00				
Interest on deferred payment of $6,570.00 from						
5/24/65 to 6/30/65 @ 6%	38	88	7,338	88		
					7,338	88
To Attorney for fee, viz:	50	00				
To Attorney for commissions, viz:	250	11	300	11		
To Attorney for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	32	50				
Auditor - stating this account	40	00	82	50		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	78	76				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	19	06				
George W. Scible - auctioneer's fee	100	00				
Globe Indemnity Co. - bond premium	30	00				
One-half cost documentary stamps	12	37				
City of Annapolis - water bill	6	51				
Miscellaneous notary fees	1	50	263	20		
To Workingmen's Building and Loan Association, Inc.						
Mortgage claim in full as filed	2,903	76				
Interest on principal balance of $2,886.76 from						
4/24/65 to 7/17/65 - 84 days @ 5%	33	20	2,936	96		
This balance to the personal representative of						
William Murray, deceased	3,756	11	3,756	11		
					7,338	88

LIBER 163 PAGE 311

CHARLES H. CHIDAKEL and TILLIE CHIDAKEL, his wife 1089 Ruatan Silver Spring, Maryland	*	NO. 17,069 EQUITY
Plaintiffs	*	IN THE
VS	*	CIRCUIT COURT
JOHN D. FORD and SALLIE G. FORD, his wife Churchton, Maryland, and all persons having or claiming to have any interest in that parcel of ground containing 4 acres, 1 rood and 4 square perches, more or less, described in a deed to John D. Ford and Sallie G. Ford, his wife, dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 Folio 37 and situate in the Seventh Election District of Anne Arundel County, Maryland	*	FOR ANNE ARUNDEL COUNTY
Defendants	*	
*	*	*

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Charles H. Chidakel and Tillie Chidakel, his wife, by William W. Townshend, Jr. and William E. Kirk, his attorneys, respectfully show:

1. That on February 24, 1965, the Certificate of Tax Sale attached hereto, pertaining to 4 acres 1 rood and 4 square perches of land in the Seventh Election District and marked "Plaintiff's Exhibit No. 1" was issued by Charles G. Smith, Controller and Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County, which certificate has been assigned to the Plaintiffs herein and is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

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Certificate No. 3233-B - Lot or parcel of ground and improvements lying in the Seventh Election District of Anne Arundel County, containing 4 acres, 1 rood and 4 square perches of land,

which parcel, at the time of the tax sale, was assessed to John D. Ford and Sallie G. Ford, his wife, and was conveyed to John D. Ford et al, in fee simple, by deed dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 Folio 37; and that the amount due to the Collector of Taxes for the State of Maryland, Anne Arundel County on the day of the tax sale held October 11, 1932, was Two Hundred Dollars ($200.00).

3. That the description of the property as the same appeared upon the Tax Rolls of the Treasurer of Anne Arundel County for the Seventh Election District on the day of the sale was:

John D. Ford
Churchton
1 acre
3½ acres
Dwelling
O.B.

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County, the title to said parcel was vested in the name of John D. Ford and Sallie G. Ford, his wife, at the time of the tax sale and that the Board of County Commissioners for Anne Arundel County purchased said parcel at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 1984.

5. That the County Commissioners of Anne Arundel County conveyed said 4 acre parcel to Crandall Construction Co., by deed dated September 11, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338 Folio 393 and the Plaintiffs obtained title after the chain of title passed through numerous intervening conveyances, by 2 deeds dated February 29, 1956

and March 13, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1005 Folio 122 and G.T.C. No. 1008 Folio 497, respectively, and the Certificate of Tax Sale was assigned to the Plaintiff by the County Executive for Anne Arundel County.

6. That the aforesaid parcel of ground has not been redeemed by any party in interest, although, more than one year and one day from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely Article 81, Sections 97 to 123 of the Annotated Code of Maryland (1957 Edition as amended).

7. The amount necessary for the redemption of the above entitled property is as follows:

John D. Ford and wife, Certificate No. 3233-B - $200.00 which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiff or his predecessors in title herein, subsequent to the date of sale of said property under the Provisions of the Acts of 1943 aforesaid, as amended.

8. That the Plaintiff prays for an Order of Publication directed to all parties in interest in the aforementioned property.

TO THE END, THEREFORE:

(a) That this Court pass a final decree foreclosing all the rights of redemption of the defendants herein, in and to the aforesaid 4 acre, 1 rood and 4 square perch parcel described in a deed dated March 5, 1919 and recorded among the aforesaid Land Records in Liber W.N.W. No. 10 Folio 37, to John D. Ford and Sallie G. Ford, his wife.

(b) That the Court pass a final decree whereby there will be vested in the Plaintiffs an absolute and indefeasible title

to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor by some certain day to be fixed by the Clerk of Court and show cause, if any they may have, why a decree or decrees whould not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

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

Charles H. Chidakel

Tillie Chidakel

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th 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 H. Chidakel and Tillie Chidakel, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Notary Public

My Comm Exp. 4-14-68

LIBER 163 PAGE 315 Duplicate of Case # 1984

No 3233-B CERTIFICATE OF TAX SALE

I, Charles G. Smith Successor C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1932, I sold to A A Co Comm at public auction for the sum of 200.00 Dollars and ____ Cents, of which 200.00 Dollars has been paid as a deposit on the property in Dist 7 described as all that lot or parcel of ground and improvements lying in the Seventh Election District of Anne Arundel County containing 4 Acres 1 rood and 4 square perches of land and assessed to John W. Ford & wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1933, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

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

C G Smith
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24th day of ~~October~~ February, 1965, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, C G Smith, ~~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. Lewis
Notary Public.

My Commission Expires May 3, 1965

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"Exhibit No. 1"

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LIBER 163 PAGE 316

ASSIGNMENT

WHEREAS, the Collector of Taxes for the State of Maryland and Anne Arundel County sold the property described in Certificate of Tax Sale No. 3233-B on the reverse side hereof to the Anne Arundel County Commissioners in Tax Sale Proceedings No. 1984 on October 11, 1932, and

WHEREAS, the County Commissioners of Anne Arundel County conveyed said property to Crandell Construction Company by deed dated September 11, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338 Folio 393, and

WHEREAS, the said Crandell Construction Company conveyed said property through various Grantees by deeds recorded among the Land Records in Anne Arundel County in Liber J.H.H. No. 345 Folio 119, J.H.H. No. 473 Folio 1, J.H.H. No. 793 Folio 104 and J.H.H. No. 797 Folio 96 to Charles H. Chidakel and Tillie Chidakel, his wife, by deeds dated February 29, 1956, and March 13, 1956 recorded in Liber G.T.C. No. 1005 Folio 122 and G.T.C. No. 1008 Folio 497, respectively, and

WHEREAS, the said Charles H. Chidakel and Tillie Chidakel, his wife, desire to foreclose the equity of redemption therein held by John D. Ford and Sallie G. Ford, his wife, and

WHEREAS, since the date of purchase the Anne Arundel County Commissioners have been succeeded by the Anne Arundel County Executive.

NOW, THEREFORE, for value received the County Executive for Anne Arundel County does hereby assign Tax Certificate No. 3233-B unto Charles H. Chidakel and Tillie Chidakel, his wife, this 9th day of March 1965.

WITNESS:

COUNTY OF ANNE ARUNDEL

By: Joseph W. Alton, Jr.
County Executive

Approved by Law Department:

By:

LIBER 163 PAGE 317

CHARLES H. CHIDAKEL and TILLIE CHIDAKEL, his wife 1089 Ruatan Silver Spring, Maryland Plaintiffs VS JOHN D. FORD and SALLIE G. FORD, his wife, Churchton, Maryland, and all persons having or claiming to have any interest in that parcel of ground containing 4 acres, 1 rood and 4 square perches, more or less, described in a deed to John D. Ford and Sallie G. Ford, his wife, dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 Folio 37 and situate in the Seventh Election District of Anne Arundel County, Maryland. Defendants	*	NO. 17,069 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER OF PUBLICATION

This is to give notice that on the 12th day of March 1965, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiffs against the Defendants whose last known address was Churchton, Maryland. The petition alleges in substance that the Defendants, John D. Ford and Sallie G. Ford, his wife, owned certain property in the Seventh Election District of Anne Arundel County, State of Maryland, containing 4 acres, 1 rood and 4 square perches, more or less, described in a deed dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 Folio 37; that the Collector of Taxes and Treasurer of Anne Arundel County sold said property in tax sale proceedings No. 1984 on October 11, 1932 to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to Crandall Construction

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by deed dated September 11, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338 Folio 393 and the Plaintiffs obtained title after the chain of title passed through numerous intervening conveyances, by two deeds dated February 29, 1956 and March 13, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1005 Folio 122 and G.T.C. No. 1008 Folio 497, respectively; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said property; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendants is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale and as is listed in the heading herein.

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendants herein in and to the aforelot or parcel of ground containing 4 acres, 1 rood and 4 square perches, more or less, and vesting in the Plaintiffs an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 12th day of March, 1965 that the Petitioners cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 20th day of May, 1965 giving notice to the Defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 20th day of May, 1965 why a decree should not be passed as prayed.

Louis M. Phipps
Clerk

LIBER 163 PAGE 319

IN THE CIR IT COURT FOR ANNE ARUNDEL COUNTY NO. 17,069 EQUITY

CHARLES H. CHIDAKEL and TILLIE CHIDAKEL, his wife
1089 Ruatan
Silver Spring, Maryland

Plaintiffs

vs

JOHN D. FORD and SALLIE G. FORD, his wife,

Churchton, Maryland, and all persons having or claiming to have any interest in that parcel of ground containing 4 acres, 1 rood and 4 square perches, more or less, described in a deed to John D. Ford and Sallie G. Ford, his wife, dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10, Folio 37 and situate in the Seventh Election District of Anne Arundel County, Maryland.

Defendants

Order Of Publication

This is to give notice that on the 12th day of March, 1965, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiffs against the Defendants whose last known address was Churchton, Maryland. The petition alleges in substance that the Defendants, John D. Ford and Sallie G. Ford, his wife, owned certain property in the Seventh Election District of Anne Arundel County, State of Maryland, containing 4 acres, 1 rood and 4 square perches, more or less, described in a deed dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10, Folo 37; that the Collector of Taxes and Treasurer of Anne Arundel County sold said property in tax sale proceedings No. 1984 on October 11, 1932 to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to Crandall Construction by deed dated September 11, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 338, Folio 393 and the Plaintiffs obtained title after the chain of title passed through numerous intervening conveyances, by two deeds dated February 29, 1956 and March 13, 1956 and recorded among the aforesaid Land Records in Liber G.T.C. No. 1005, Folio 122, and G.T.C. No. 1008, Folio 497, respectively; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said property; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendants is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale and as is listed in the heading herein.

No. 9

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 12, 1965

We hereby certify, that the annexed

Order of Publication

No. 17,069 Eq.

John D. Ford

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of May, 1965. The first insertion being made the 18th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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LIBER 163 PAGE 320

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendants herein in and to the aforesaid lot or parcel of ground containing 4 acres, 1 rood and 4 square perches, more or less, and vesting in the Plaintiffs an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 12th day of March, 1965 that the Petitioners cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 20th day of May, 1965 giving notice to the Defendants of the object and substance of the Petition and warning them to show cause, if any there may be, on or before the 20th day of May, 1965 why a decree should not be passed as prayed.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-8

LIBER 163 PAGE 321

CHARLES H. CHIDAKEL and TILLIE CHIDAKEL, his wife	*	NO. 17,069 EQUITY
Plaintiffs	*	IN THE
VS		
JOHN D. FORD etal	*	CIRCUIT COURT
Defendants	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * *

AFFIDAVIT OF EFFORT TO LOCATE RESPONDENTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk, and made oath in due form of law, as follows:

1. That certified letter notices, attached hereto, were mailed to John D. Ford and Sallie G. Ford, at their last known address, as shown on the tax rolls, namely, Churchton, Maryland, on May 13, 1965, which were returned.

2. That your affiant checked the Anne Arundel County Telephone Directory of January 1965 and was unable to find the names of the Defendants, John D. Ford and Sallie G. Ford, his wife, therein.

3. That your affiant contacted George C. Heider who has resided in the area in which the property is located, either as a summer resident or a permanent resident, for the last 50 years and the said George C. Heider advised that heknew the defendants, John D. Ford and Sallie G. Ford, his wife, the former being a preacher of some Protestant denominational church; that he would estimate the present age of the defendants, if living, at 100 years; and that the said John D. Ford and Sallie G. Ford, his wife, left the area over 30 years ago for the Eastern shore of Maryland; that the house on the property thereafter was vandalized and had eventually become

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valueless and that the Fords also left a boat and never returned for the same; and that he has no knowledge of the present whereabouts of John D. Ford and Sallie G. Ford and believes in all probability that they are deceased.

William E. Kirk

AS WITNESS my hand and Notarial Seal.

Notary Public

LIBER 163 PAGE 323

CERTIFIED MAIL
No. 156932

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Mrs. Sallie G. Ford

POSTMARK OR DATE

STREET AND NO.

CITY AND STATE
Churchton, Maryland

If you want a return receipt, check which
☒ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

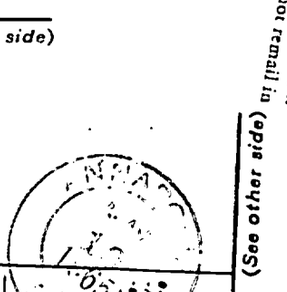
No. 156932

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

Mrs. Sallie G. Ford
Churchton, Maryland

Returned to Writer
REASON CHECKED
Unclaimed
Unknown
Insufficient address
Moved, Left no address
No such office in state
Refused
Do not remail in this envelope

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.



Returned to Writer
REASON CHECKED
Unclaimed
Unknown
Insufficient address
Moved, Left no address
No such office in state
Refused
Do not remail in this envelope

Mr. John D. Ford

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
John D. Ford

POSTMARK OR DATE

STREET AND NO.

CITY AND STATE
Churchton, Maryland

If you want a return receipt, check which
☒ 10¢ shows to whom and when delivered
☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here
☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800
June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

No. 156989

CERTIFIED MAIL
No. 156989

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1965 JUN 21 PM 4:02

AFFIDAVIT OF NON-MILITARY SERVICE

CHARLES H. CHIDAKEL and TILLIE CHIDAKEL, his wife,
Plaintiffs
VS
JOHN D. FORD etal
Defendants

No. 17,069 Equity
In the Circuit Court for Anne Arundel County

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, } ss:

I hereby certify that, on this day of June, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William E. Kirk, Attorney, for Charles H. Chidakel and Tillie Chidakel, his wife,

plaintiff s, in the above entitled cause, and made oath, in due form of law, that defendant s,
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
John D. Ford and Sallie G. Ford, his wife, according to information received from George C. Heider, are estimated to be, if living, 100 years old, and therefore believe they

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

William E. Kirk

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 21st day of June, 1965.

Notarial Seal

Eleanor M Dallas
Notary Public

My Commission will expire on: July 1, 1965

Filed,

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1965 JUN 21 PM 4:02

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LIBER 163 PAGE 325

CHARLES H. CHIDAKEL and
TILLIE CHIDAKEL, his wife

Plaintiffs

vs.

JOHN D. FORD etal

Defendants

No. 17,069 ~~DIVORCE~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondents, John D. Ford and Sallie G. Ford, his wife, after order of publication duly published ~~(as exacted)~~ ~~(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 ~~for writ of summons~~,

It is, thereupon, this 22nd day of June, 1965, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sadusc
Judge

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1965 JUN 22 AM 11:50

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CHARLES H. CHIDAKEL and TILLIE CHIDAKEL, his wife,	*	NO. 17,069 EQUITY
Plaintiffs	*	IN THE
VS	*	CIRCUIT COURT
JOHN D. FORD and SALLIE G. FORD, his wife, etal	*	FOR ANNE ARUNDEL COUNTY
Defendants	*	

* * * * *

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland, (1957 Edition,) as amended.

It is thereupon, this 27th day of July, 1965, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, containing 4 acres, 1 rood and 4 square perches, more or less, and more particularly described in a deed to John D. Ford and Sallie G. Ford, his wife, dated March 5, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 Folio 37.

and having been sold by the Treasurer of Anne Arundel County on October 11, 1932 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon

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(excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Controller of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

E. Macbeth Smith
Judge

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1965 JUL 28 PM 12: 11

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E-116—1M—4-63.

LIBER 163 PAGE 328

PETITION FOR SALE OF PROPERTY

W. J. DRIVER, AS ADMINISTRATOR OF VETERANS' AFFAIRS

PLAINTIFF

Vs.

DERYL E. WHITE, JR. AND MARY F. WHITE, his wife
4100 Belle of Georgia Avenue
Pasadena, Md. (Anne Arundel County)

DEFENDANTS

Docket_____ Folio_____

Case No. 17,040

Filed _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 17th day of August, A.D. 1962 the defendant s Executed and delivered to J. S. Gleason, Jr., Administrator of Veterans' Affairs, who has been succeeded by the said W. J. Driver, as Administrator of Veterans' Affairs a mortgage upon certain Fee Simple property in ~~BALTIMORE~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $14,900.00 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 and default in any covenant or condition of said mortgage; all which will appear from said mortgage, recorded in EGO 1589 Folio 192 marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition. That the Defendants have defaulted in the payment of the Mortgage Debt.

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

And as in duty, &c.

Thaddeus J. Hense

Thaddeus J. Hense Attorney for Plaintiff
1201 Wine Spring Lane, Towson, 4, Md.
828-8941

(1)

FILED

1965 MAR -1 AM 9:04

Do not index in chattels T++

#11459

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 1589 PAGE 192

MARYLAND

LIBER 163 PAGE 329

79260

PURCHASE MONEY MORTGAGE

No. 17,040 Equity

THIS MORTGAGE, made this 17th day of August, , A. D. 19 62, by and between DERYL E. WHITE, JR. AND MARY F. WHITE, his wife

of Anne Arundel County, , in the State of Maryland, hereinafter called the Mortgagor, and J. S. Gleason, Jr. as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington, 25, D.C., and his successors in such office, as such ~~a corporation organized and existing under the laws of the~~ hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~*being a member of the Mortgagee*~~,* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Fourteen Thousand Nine Hundred & 00/100 Dollars ($ 14,900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & 1/2 per centum (5½ %) per annum until paid, principal and interest being payable at the office of Veterans Administration, Regional Office, , in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Eighty Four & 61/100 Dollars ($ 84.61), commencing on the first day of October, , 1962, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, , 1992. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

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

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

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

BEING KNOWN AND DESIGNATED AS LOT NO. 13, BLOCK E, AS LAID OUT AND SHOWN ON A PLAT ENTITLED "BLOSSOM HILLS, SECTION 1 AMENDED AND SECTION 2", DATED MAY, 1955, BY JAMES D. HICKS AND ASSOCIATES, REGISTERED SURVEYORS, AND NOW RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 28, FOLIO 37. 4/00 BEARS OF GEORGIA AVE

BEING the same lot of ground described in a Deed of even date andintended to be recorded immediately prior hereto from the Mortgagee to the Mortgagors.

PETITIONER'S EXHIBIT NO. 1

10401-4

FOR VALUE RECEIVED, the ADMINISTRATOR OF VETERANS AFFAIRS hereby assigns the within Mortgage ~~Note~~ to CENTRAL SAVINGS BANK. Payment guaranteed under VA Regulation 4600.

Witness my hand and seal this 27th day of Mar., 1963.

Witness:

Milton M. Hackerman

MILTON M. HACKERMAN

J. S. Gleason Jr. (SEAL)

J. S. GLEASON, JR. (SEAL)

Administrator of Veterans' Affairs

BY: George B. Clark (SEAL)

GEORGE B. CLARK, Loan Guaranty Officer

FILED

1965 MAR -1 AM 9:04

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

2

LIBER 163 PAGE 330

FOR VALUE RECEIVED Central Savings Bank hereby assigns without recourse the within mortgage to W. J. Driver, Administrator of Veterans Affairs, his assigns or successors.

Witness my hand and seal this 13th day of January, 1965.

WITNESS:

CENTRAL SAVINGS BANK

By Charles E. Dishler
Charles E. Dishler, Vice President

H. Arthur Stissel
H. Arthur Stissel, Asst. Vice Pres.

19279

BROWN & BLONDELL
ATTORNEYS AT LAW
MARYLAND NATIONAL BANK BUILDING
5 CRAIN HIGHWAY, N. E.
POST OFFICE BOX 728
GLEN BURNIE, MARYLAND
SOUTHFIELD 6-8370

RECORDED FOR RECORD
1965 JAN 29 AM 11 10
RECORDED IN LIBER L.G.C.
FOLIO 193 ANNE ARUNDEL COUNTY, MD.
CLERK
$7.85/1965
E.G.O.

BOOK 1589 PAGE 193

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, 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 five & 5½% per centum (4½%) of any installment when paid more than fifteen (15) days after the due date 1/2 thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

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

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

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

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

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

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

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

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

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

LIBER 163 PAGE 332 BOOK 1589 PAGE 195

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:

Thaddeus J. Hense
THADDEUS J. HENSE

Deryl E. White, Jr. [SEAL]
DERYL E. WHITE, JR.
[SEAL]

Mary F. White [SEAL]
MARY F. WHITE
[SEAL]

STATE OF MARYLAND, Baltimore County, to wit: BOOK 1589 PAGE 196

I HEREBY CERTIFY, That on this 17th day of August, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid, personally appeared Deryl E. White, Jr. and Mary F. White, 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 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.

T. James Hense
T. JAMES HENSE Notary Public.
MY COMMISSION EXPIRES 5/6/63

T. JAMES HENSE NOTARY PUBLIC BALTO. COUNTY, MD.

Rec'd for record Aug. 22, 1962 at 3:28 P.M.
Mailed to Chief Attorney, Veterans Administration

RATOR

Hills,

CENTRAL SAVINGS BANK
CHARLES & LEXINGTON STS.
BALTIMORE 3, MD.

SHORT ASSIGNMENT
OF MORTGAGE

FROM
ADMINISTRATOR OF VETERANS
AFFAIRS
TO
CENTRAL SAVINGS BANK

BLOCK

Received for Record ____ o'clock ____ M. Same day
Recorded in Liber ____ No. ____
Filed ____ etc. one of the
Records of ____ and examined.

REC'D FOR RECORD IN
AND RECORDS OF
ANNE ARUNDEL COUNTY
1963 APR -3 8 51
RECORDED IN LIBER
NO 1589 FOLIO 196
LOUIS N. PHIPPS, CLERK

Clerk.

SH 2157-1 Pd/00

5M—1-62

1589 - 196

THADDEUS J. HENSE, SOLICITOR
1201 Wine Spring Lane, Towson, 4, Md.

LIBER 163 PAGE 333

Trustee's Sale

of

Desirable Fee Simple

Improved Property
4100 Belle of Georgia Avenue

Pasadena, 3rd Election District of Anne Arundel County, Md.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, NO. 17640 ~~XXXX~~ the undersigned Trustee will sell at Public Auction on the premises

on March 23, 1965

at 2:00 O'Clock P.M.

All that lot of ground and improvements thereon situate in Anne Arundel County and described as follows:

BEING KNOWN AND DESIGNATED AS LOT NO. 13, BLOCK E, AS LAID OUT AND SHOWN ON A PLAT ENTITLED "BLOSSOM HILLS, SECTION 1 AMENDED AND SECTION 2", DATED MAY, 1955, BY JAMES D. NICOLS AND ASSOCIATES, REGISTERED SURVEYORS, AND NOW RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK 28, FOLIO 37.

The improvements consist of a rancher, containing three bedrooms and one bath, oil fired forced hot air heat.

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

TERMS OF SALE - A cash deposit of $ 500.00 will be required of purchaser at time and place of sale; balance of unpaid purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement.

Taxes and all other expenses, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

THADDEUS J. HENSE, TRUSTEE

E. T. Newell & Co., Inc., Auctioneers
120-126 W. North Ave., Balto. 21201, Md.
Pl. 2-3580 & Pl. 2-3581

6

W. J. DRIVER, AS ADMINISTRATOR OF VETERANS' AFFAIRS .... Plaintiff

vs.

DERYL E. WHITE, JR. AND MARY F. WHITE, his wife, ...
4100 Belle of Georgia Ave.
Pasadena, Maryland (Anne Arundel County)
.... Defendant s

IN THE CIRCUIT COURT FOR Anne Arundel ~~BALTIMORE~~ COUNTY

Docket No. ....., Folio ....

Case #

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, Anne Arundel ~~xxxxxxxxx~~ COUNTY (~~xxxx~~), To Wit:

I HEREBY CERTIFY, that on the 26th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel ~~xxxxxxxx~~ County (~~xxxx~~) personally appeared ...Thaddeus J. Hense.............

....

and made oath, in due form of law, that ..... ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ ~~xxx~~ to the best of his.. information, knowledge and belief;

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

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

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

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

MY COMMISSION EXPIRES 5/3/65

Ann C. Hense ....
ANN C. HENSE Notary Public

(4)

ANN C. HENSE NOTARY PUBLIC BALTIMORE CO., MD.

Thaddeus J. Hense ....
THADDEUS J. HENSE Affiant

FILED
1965 MAR -1 AM 9:04

7

E-118—1 M—4-63

LIBER 163 PAGE 335

W. J. DRIVER, AS ADMINISTRATOR OF VETERANS' AFFAIRS

VS. PLAINTIFF

DERYL E. WHITE, JR. AND MARY F. WHITE, his wife
4100 Belle of Georgia Ave.
Pasadena, Anne Arundel County, Maryland
DEFENDANTS

IN THE

Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY

EQUITY DOCKET # FOLIO
CASE #

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of W. J. Driver, as Administrator of Veterans' AFFAIRS

under the mortgage from Deryl E. White, Jr. and Mary F. White, his wife to J. S. Gleason, Jr., as Administrator of Veterans' Affairs, who has been succeeded by W. J. Driver, as Administrator of Veterans' Affairs dated the 17th day of August, 19 62, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber EGO No. 1589 Folio 192

Original Loan Amount	$ 14,900.00
Amount paid on principal	384.01
Balance	$ 14,515.99
LessT.& I. Balance	146.78
Balance	$ 14,369.21
Interest Accrued to 2/1/65	332.00
Total Principal & Interest to 2/1/65	$ 14,701.21

Interest accrues at 5½% per annum on $14,515.99 from 2/2/65 at 2.2177 per day.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26th day of February, in the year nineteen hundred and sixty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said County of ~~Baltimore~~ Anne Arundel, personally appeared C. F. Downes, Chief Loan Service & Claims Section of the Veterans' Administration.

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

T. James Hense

T. JAMES HENSE, NOTARY PUBLIC
MY COMMISSION EXPIRES 5/3/65

(3)

8

FILED

1965 MAR -1 AM 9:04

E-117—1M—10-63.

LIBER 163 PAGE 336

Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.

W. J. DRIVER, as Administrator of Veterans' Affairs,

Plaintiff

Vs.

Deryl E. White, Jr. and
Mary F. White, his wife
4100 Belle of Georgia Ave.
Pasadena, Anne Arundel Co., Md.

Defendants

DOCKET_____ FOLIO_____

CASE NO. 17,040 Equity

FILED _____

IN THE

CIRCUIT COURT

FOR

Anne Arundel
~~BALTIMORE~~ COUNTY

_____TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 1st day of March in the year nineteen hundred and sixty-five by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Thaddeus J. Hense be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $ 2500.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be ~~one third cash,~~ $ 500.00 in cash the balance ~~in six and twelve months~~ at time of settlement, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

E. Barrett Prettyman

JUDGE

(2)

FILED

1965 MAR -2 AM 10: 53

9

Fidelity and Deposit Company

LIBER 163 PAGE 337 *HOME OFFICE* OF MARYLAND *BALTIMORE 3* BOOK 13 PAGE 80

BOND NO. 78 61 573

No. 17040 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Thaddeus J. Hense, 1201 Wine Spring Lane, 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 Two Thousand Five Hundred and 00/100--------($2,500.)--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 1st day of March in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden Thaddeus J. Hense 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:

Deryl E. White, Jr., & Mary F. White

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Thaddeus J. Hense

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:

Thaddeus J Hense (SEAL)
Thaddeus J. Hense

(SEAL)

~~WITNESS~~

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney *As to Surety*

By
Clinton A. Killam, Jr. *Attorney-in-Fact*

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

FILED
1965 MAR -3 AM 10:48

Bond approved this 3 day of March, 1965

Dawn M. Whitney, Clerk

10

THADDEUS J. HENSE
Solicitor
1201 Wine Spring Lane,
Towson, 4, Md.

Trustee's Sale

OF DESIRABLE FEE SIMPLE IMPROVED PROPERTY

4100 BELLE OF GEORGIA AVENUE

Pasadena, 3rd Election District of Anne Arundel County, Md.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, No. 17040 the undersigned Trustee will sell at Public Auction on the premises on

TUES., MARCH 23rd, 1965 at 2:00 O'CLOCK P.M.

ALL that lot of ground and improvements thereon situate in Anne Arundel County and described as follows:

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2," dated May, 1955, by James D. Hicks and Associates, registered surveyors, and now recorded among the plat records of Anne Arundel County in Plat Book 28, Folio 37.

The improvements consist of a rancher, containing three bedrooms and one bath, oil fired forced hot air heat.

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

No. N TERMS OF SALE: A cash deposit of $500.00 will be required of purchaser at time and place of sale, balance of unpaid purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement.

Taxes and all other expenses, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

THADDEUS J. HENSE,
Trustee

E. T. NEWELL & CO., INC.,
Auctioneers
120-126 W. North Ave.
Balto. 21201, Md.
PL. 2-3580 & PL. 2-3581 M-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 103 PAGE 338

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 24, 1965

We hereby certify, that the annexed

Trustee's Sale
Eq. 17,040
4100 Belle of Georgia Ave.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of March, 1965. The first insertion being made the 4th day of March.

FILED 1965 MAR 24 PM 1:26

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201 LIBER 163 PAGE 339

Equity DKT
22-405
17,040

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 23 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 CORNELIUS McQUADE, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is ~~the purchaser and purchased the same as principal and not as agent for anyone~~) ~~they are~~

(that he is the agent for the purchaser, W. J. DRIVER ADM. VET. AFFAIRS,) 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. McQuade (SEAL)
Agent for W. J. Driver, Administrator for Veterans Affairs

_____ (SEAL)
Purchaser

_____
Address

T. James Hense
Notary Public
T. JAMES HENSE

T. JAMES HENSE NOTARY PUBLIC BALTO. COUNTY, MD.

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1965 MAR 24 AM 11:07

12

E-123—1 M—2-62.

REPORT OF SALE LIBER 163 PAGE 340 —IN THE—

W. J. DRIVER, as Administrator of Veterans' Affairs

VS. Plaintiff

Leryl E.White, Jr. and Mary F.White, his wife, Defendants

4100 Belle of Georgia Avenue Pasadena, Md. (Anne Arundel County)

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

Equity Docket # 22 Folio 405
Case # 17,040

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of THADDEUS J. HENSE

Trustee____ appointed by the decree in the above entitled cause to make sale of 4100 Belle of Georgia Avenue, Anne Arundel County, Fee Simple property

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

a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 23rd day of March, 1965, at 2:00 o'clock, P M., attend on the premises and then and there sold the Fee Simple property known as 4100 Belle of Georgia Avenue, Anne Arundel County, Maryland, and described in the attached Advertisement of Sale to the Administrator of Veterans' Affairs, at and for the price of Twelve Thousand Four Hundred Dollars ($ 12,400.00) cash upon ratification of sale, the said Administrator of Veterans' Affairs, being the highest bidder therefor.

Thaddeus J. Hense
THADDEUS J. HENSE, Trustee.

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 23rd day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Thaddeus J.Hense Trustee____ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale therein reported was fairly made.

Clive C. Hense J. P.

ANN C. HENSE NOTARY PUBLIC BALTIMORE CO. MD. MY COMMISSION EXPIRES 5/3/65

ANN C. HENSE, NOTARY PUBLIC

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13

THADDEUS J. HENSE,
Solicitor
1201 Wine Spring Lane,
Towson, 4, Md.

Trustee's Sale

OF DESIRABLE FEE SIMPLE IMPROVED PROPERTY

4100 BELLE OF GEORGIA AVENUE

Pasadena, 3rd Election District of Anne Arundel County, Md.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, No. 17040 the undersigned Trustee will sell at Public Auction on the premises on

TUES., MARCH 23rd, 1965 at 2:00 O'CLOCK P.M.

ALL that lot of ground and improvements thereon situate in Anne Arundel County and described as follows:

BEING known and designated as Lot No. 13, Block E, as laid out and shown on a plat entitled "Blossom Hills, Section 1 Amended and Section 2," dated May, 1955, by James D. Hicks and Associates, registered surveyors, and now recorded among the plat records of Anne Arundel County in Plat Book 28, Folio 37.

The improvements consist of a rancher, containing three bedrooms, and one bath, oil fired forced hot air heat.

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

TERMS OF SALE: A cash deposit of $500.00 will be required of purchaser at time and place of sale; balance of unpaid purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from the day of sale to day of settlement.

Taxes and all other expenses, if any, to be adjusted to date of sale. Cost of all documentary stamps to be borne by purchaser.

THADDEUS J. HENSE,
Trustee

E. T. NEWELL & CO., INC.,
Auctioneers
[illegible]-125 W. North Ave.
[illegible]o. 21201, Md.
PL. 2-3580 & PL. 2-3581 M-18

ORDER NISI

LIBER 163 PAGE 342

W.J.DRIVER, as Administrator of Veterans' Affairs

versus

DERYL E. WHITE, Jr. and MARY F. WHITE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,040 Equity

Ordered, this 24th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Thaddeus J. Hense, Trustee

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 $ 12,400.00

Louis N. Phipps Clerk.

True Copy
Thaddeus J. Hense, Atty.

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

(Final Order)

W.J.DRIVER, as Administrator of Veterans' Affairs

versus

DERYL E. WHITE, Jr. and MARY F. WHITE, his wife

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 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.

Matthew S. Evans
JUDGE.

FILED

1965 MAY -5 PM 12: 24

14

LIBER 163 PAGE 343

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 17,040 Equity

W. J. DRIVER, as Administrator of Veterans' Affairs.

versus

DERYL E. WHITE, JR. and MARY F. WHITE, his wife

Ordered, this 24th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Thaddeus J. Hense, Trustee 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 $12,400.00.

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. 17,040

Deryl E. White, Jr.

4100 Belle of Georgia Drive

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.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 APR 26 PM 12:36

15

No. M. G. 4304

LIBER 163 PAGE 344

In the Case of

W. J. DRIVER, AS ADMINISTRATOR OF VETERANS' AFFAIRS

VS.

DERYL E. WHITE, JR. AND MARY F. WHITE, his wife

In the

Circuit Court

For

Anne Arundel County

No. 17,040 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this ..... day of ..... , 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: ..... , deputy

Ratified by Order of Court; July 30, 1965.

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17.

Dr. W. J. Driver, as Administrator of Veterans' Affairs

VS

LIBER 163 PAGE 345

Deryl E. White, Jr. and Mary F. White, his wife

In Acct. with Thaddeus J. Hense, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			12,400	00		
By	Interest 6% on deferred payment,						
	$11,900.00 from 3/23/65 to 5/5/65			83	26		
						12,483	26
To	Trustee for fee, viz	50	00				
To	Trustee for commission, viz	402	00				
				452	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	71	43				
	Fidelity & Deposit Co. of Maryland - bond	10	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Notary fees	3	00				
	Judgment search	2	50				
				121	93		
To	Central Savings Bank, Mortgagee on						
	account of mortgage claim	11,836	33				
				11,836	33		
						12,483	26
	Balance due on mortgage as per mortgage						
	claim filed	14,701	21				
	Interest 5½% on principal balance						
	$14,369.21 from 2/2/65 to 5/27/65 114						
	days @ $2.198	250	57				
		14,951	78				
	Credit amount allowed above	11,836	33				
	This amount subject to decree in personam	3,115	45				

LIBER 163 PAGE 346

W. J. DRIVER, AS ADMINISTRATOR OF VETERANS' AFFAIRS	.	IN THE CIRCUIT COURT
VS.	.	FOR
DERYL E. WHITE, JR., and		ANNE ARUNDEL COUNTY
MARY F. WHITE, his wife	.	NO. 17,040 EQUITY

. . . . . .

ORDER

This matter was set for hearing on Exception of the Defendants to the report and account of the Auditor; Plaintiff appeared and Defendants failed to appear after Clerk had checked in the Courtrooms and the halls for their presence. Proceedings read and considered.

THEREFORE, IT IS, on this 30th day of July, 1965, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

That the Exceptions of the Defendants to the report and account of the Auditor be, and the same is hereby overruled and it is further ORDERED that the foregoing report and account of the Auditor be, and the same is hereby finally ratified and confirmed, and that the Trustee apply the proceeds, if any, accordingly with a due proportion of interest as the same has been or may be received.

George Sweitzer,
Judge

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1965 JUL 30 PM 3:23

18

LIBER 163 PAGE 347

H. Allen Mezger,

Attorney named in Mortgage

VS

John J. Lyons, Sr., Divorced

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* EQUITY NO. 17,021

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger,
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

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JS

SECOND
THIS/MORTGAGE, Made this 20th day of December , in the year one thousand nine hundred and sixty - - , between JOHN J. LYONS, SR., Divorced -

55 STAMPS REQUIRED

- - - - - - - - - - - - - - - - of the County of Anne Arundel - , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Five Hundred Sixty-nine and 02/100($569.02) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent of the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Eleven & no/100 ($11.00) dollars - - - - - - - - - commencing on the first day of January , 1961 , and on the first - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

RECORDATION TAX ACT OF 1947 $1.10 $1.10

1.10

do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the first thereof at an iron pipe situated at the intersection of the West side of a Thirty (30) foot road bounding the Craig Baugus property on the East and the end of the third line of the said Craig Baugus property described in a Deed dated March 4, 1939, from M. J. Swift and Company, Incorporated, to Craig V. Baugus and recorded on or about March 21, 1939, in the Land Records of Anne Arundel County; and running thence binding on the Western outline of said Thirty (30) foot road North One (1) degree Thirty-two (32) minutes West Seventy (70) feet; thence North Thirty-one (31) degrees Twelve (12) minutes West One Hundred and Sixty-four (164) feet; thence North Fifteen (15) degrees Two (2) minutes East Eighty-six (86) feet; thence North Twenty-seven (27) degrees Forty-eight (48) minutes East One Hundred and Sixty-four and five tenths (164.5) feet; thence North Nineteen (19) degrees Fifty-five (55) minutes East One Hundred and Sixty (160) feet; thence North One (1) degree Five (5) minutes West One Hundred and Twelve (112) feet to the Southern outline of a proposed Thirty (30) foot road; thence South Fifty-nine (59) degrees Twenty-eight (28) minutes West Seven Hundred and Fourteen (714) feet; thence South Forty-five (45) degrees Two (2) minutes East Three Hundred and Twenty (320) feet to intersect the second or North Seventeen (17) degrees Thirty-two (32) minutes East Four Hundred and Twenty-four and Six Tenths (424.6) foot line of the aforementioned Craig Baugus

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ATTORNEYS AND COUNSELLORS AT LAW
BALTIMORE, MD.

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property; thence running with and bounding on the said second line of the said Craig Bougus property North Seventeen (17) degrees Thirty-two (32) minutes East One Hundred and Eighty-two and Five tenths (182.5) feet to the beginning of the aforementioned third line of the said Craig Baugus property; thence running with and bounding on the said third line of said Craig Baugus property South Forty-five (45) degrees Two (2) minutes East Four Hundred (400) feet, more or less, to the place of beginning. Containing Four (4) acres of land, more or less, according to survey made by Keller & Keller, Civil Engineers and Surveyors, on or about April 12, 1941.

BEGINNING for the second thereof at the Southwest corner of Craig V. Baugus's land (See deed of first conveyance of Four and One one-hundredths (4.01) acres of land, dated March 4, 1939, from M.J. Swift & Co., Inc., to Craig V. Baugus and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 197, folio 186.); thence North Forty-four (44) degrees Thirty (30) minutes West Four Hundred and Ninety-one and Four tenths (491.4) feet to the side of a proposed Thirty (30) foot road, at present known as Bussenius proposed roadway, said proposed Thirty (30) foot roadway to be used in common with others thereto; thence binding on the side of said Bussenius proposed roadway the following two courses and distances: North Seventy-two (72) degrees Twenty-eight (28) minutes East Thirty-two and One tenth (32.1) feet to a pipe; thence North Fifty-nine (59) degrees Twenty-eight (28) minutes East One Hundred and Ninety-one and Seven tenths (191.7) feet to the corner of E. Sharkey, et al, land, thence bounding E. Sharkey, et al, land South Forty-five (45) degrees Two (2) minutes East Three Hundred and Twenty (320) feet to the land first conveyed to Craig Baugus on March 4, 1939; thence bounding said Craig V. Baugus's land South Seventeen (17) degrees Thirty-two (32) minutes West Two Hundred and Forty-two and One tenth (242.1) feet to the point of beginning. Containing Two and Thirteen One-Hundredths (2.13) acres of land, more or less, as per survey dated October 1, 1942, by Herman H. Roemer, C.E. and surveyor.

BEGINNING for the third thereof on the North side of a Thirty (30) foot road known as Luke Swift's Bodkin Creek road and at the Southeast corner of Albert Yonson's land; thence bounding Albert Yonson's land North Forty-four (44) degrees Thirty (30) minutes West Four Hundred (400) feet; thence North Seventeen (17) degrees Thirty-two (32) minutes East Four Hundred and Twenty-

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

four and Six tenths (424.6) feet; thence South Forty-five (45) degrees Two (2) minutes East Four Hundred (400) feet to the said Thirty (30) foot road; thence bounding said Thirty (30) foot road the four following courses and distances to the point of beginning: South One (1) degree Thirty-two (32) minutes East Forty-nine (49) feet; South Twenty-five (25) degrees Twenty-one (21) minutes West One Hundred and Twenty-five (125) feet; South Thirty (30) degrees Thirty-five (35) minutes West One Hundred and One (101) feet; South Nine (9) degrees Thirty-nine (39) minutes West One Hundred and Sixty (160) feet; containing Four (4) acres of land, more or less.

BEING the same lots of ground which by deed dated January 22, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 329, were granted and conveyed by Rose Marie Richards to the within named mortgagor, with full powers of disposal.

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

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the legal operation and effect of a mortgage dated October 20th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1342, folio 101, in the amount of Two Thousand Five Hundred($2,500.00) Dollars from the said mortgagor to the said mortgagee.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on the payment date shown on Page One, each and every month the sum of Eight and no/100($8.00) dollars - - - - - - - - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (In the event the mortgagee holds a prior mortgage on aforesaid property, the payments for such purposes shall only begin upon release of said prior mortgage.) Should such payments be insufficient the mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said

premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, interest, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property; which right to possession shall immediately cease and be surrendered in the event of the maturing of the mortgage through default under covenant (7) above.

AND the said mortgagors hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or I. Winston Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City/County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

IT IS UNDERSTOOD AND AGREED that in consideration of the initial service charge paid by the mortgagors, this mortgage may be pre-paid in whole or part, at any time, without penalty.

THE said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Gary S. Wase

John J. Lyons, Sr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of December, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John J. Lyons, Sr.,- - - - - - - - - - - - - - - -

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within mortgage, and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared John P. Helmer- - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Gary S. Wase Notary Public

My Commission expires May 1st, 1961.

GARY S. WASE NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record 24 Dec. 1960 at 9:01 A.M. - 5 -

Mailed to Mezger & Mezger - 4 -

13.00

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

6

H. Allen Mezger,
Attorney named in Mortgage

VS

John J. Lyons, Sr., Divorced

LIBER 163 PAGE 353

IN THE

CIRCUIT COURT

-OF-

ANNE ARUNDEL COUNTY

Equity No. 17,021

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 500.00
Less - Total amount paid on account of Principal	$ 314.32	
Less - Credit Expense Account	xx	314.32
Net Balance	$ 314.32	$ 185.68
Plus accumulated interest to April 30th, 1965 (with interest thereafter at rate of 6% per annum)		2.80
Total Amount of Mortgage Indebtedness		$ 188.48

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr.
Treasurer

Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 18th day of February, in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer, Arundel Federal Savings and Loan Association of Baltimore City, Mortgagee 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

Peyton Paul Phillips

Peyton Paul Phillips--Notary Public

My Commission Expires: May 3rd, 1965.

PEYTON PAUL PHILLIPS
NOTARY PUBLIC
BALTIMORE

FILED

1965 FEB 19 AM 9:34

4 A

LIBER 163 PAGE 354

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

H. Allen Mezger,

Attorney named in Mortgage

vs.

John J. Lyons, Sr., Divorced

IN THE

CIRCUIT COURT ~~No. 2~~

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 17021

Docket ..... **Folio** .....

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared John P. Helmer

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer

John P. Helmer *Affiant.* Presdient

Subscribed and sworn to before me this 28 day of February, 19 65.

E. Jane Rusinek

Notary Public

E. Jane Rusinek
My commission expires May 3rd, 1965.

FILED

1965 MAR 22 AM 9:58

7

LIBER 163 PAGE 355

Jud. 14042. PRINTED IN U.S.A.

MORTGAGEE OR ATTORNEYS' BOND

BOOK 13 PAGE 106

No. 17,021 Equity

Know all Men by these Presents:

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and No/100 ($1,000.00) - - - - - - - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 19th *day of* March *in the year of our Lord nineteen hundred and* sixty-five

WHEREAS, the above bounden H. Allen Mezger *by virtue of a power contained in mortgage from* John J. Lyons, Sr., divorced *to* Arundel Federal Savings and Loan Association of Baltimore City

dated December 20, 1960 *and recorded in Liber* GTC *No.* 1447 *folio* 332 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger *is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By John F. Kennedy, Jr., *Attorney-in-Fact.*

ATTEST:

Barbara Berberich

FILED

1965 MAR 22 AM 9:58

MEZGER & ME[illegible]R
ATTORNEYS
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A one and one-half story frame dwelling containing six rooms and bath, with hot air oil fired burner, situate northwest side Bussenius Road, ½ mile North of Lake Shore Road, containing 10 acres, more or less.

Under and by virtue of the power of sale contained in the mortgage dated December 20th, 1960, from John J. Lyons, Sr., Divorced, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1447, folio 332, the undersigned as Attorney, will offer for sale at public auction on the premises on;

FRIDAY, MARCH 26th, 1965, AT 2:00 O'CLOCK P.M.

the following described property:

BEGINNING for the first thereof at an iron pipe situated at the intersection of the West side of a Thirty (30) foot road bounding the Craig Baugus property on the East and the end of the third line of the said Craig Baugus property described in a Deed dated March 4, 1939, from M. J. Swift and Company, Incorporated, to Craig V. Baugus and recorded on or about March 21, 1939, in the Land Records of Anne Arundel County; and running thence binding on the Western outline of said Thirty (30) foot

9 N

1707

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 356

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 26, 1965

We hereby certify, that the annexed

Attorney's Mortgage Sale

John J. Lyons, Sr.

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. Hughes

road North One. (1) degree Thirty-two (32) minutes West Seventy (70) feet; thence North Thirty-one (31) degrees Twelve (12) minutes West One Hundred and Sixty-four (164) feet; thence North Fifteen (15) degrees Two (2) minutes East Eighty-six (86) feet; thence North Twenty - seven (27) degrees Forty-eight (48) minutes East One Hundred and Sixty-four and five tenths (164.5) feet; thence North Nineteen (19) degrees Fifty-five (55) minutes East One Hundred and Sixty (160) feet; thence North One (1) degree Five (5) minutes West One Hundred and Twelve (112) feet to the Southern outline of a proposed Thirty (30) foot road; thence South Fifty-nine (59) degrees Twenty-eight (28) minutes West Seven Hundred and Fourteen (714) feet; thence South Forty-five (45) degrees Two (2) minutes East Three Hundred and Twenty (320) feet to intersect the second or North Seventeen (17) degrees Thirty-two (32) minutes East Four Hundred and Twenty - four and Six Tenths (424.6) foot line of the aforementioned Craig Baugus property; thence running with and bounding on the said second line of the said Craig Baugus property North Seventeen (17) degrees Thirty-two (32) minutes East One Hundred and Eighty - two and Five tenths (182.5) feet to the beginning of the aforementioned third line of the said Craig Baugus property; thence running with and bounding on the said third line of said Craig Baugus property South Forty - five (45) degrees Two (2) minutes East Four Hundred (400) feet, more or less, to the place of beginning. Containing Four (4) acres of land, more or less, according to survey made by Keller & Keller, Civil Engineers and Surveyors, on or about April 12, 1941.

BEGINNING for the second thereof at the Southwest corner of Craig V. Baugus's land (See deed of first conveyance of Four and One one-hundredths (4.01) acres of land, dated March 4, 1939, from M. J. Swift & Co., Inc., to Craig V. Baugus and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 197, folio 186.); thence North Forty-four (44) degrees Thirty (30) minutes West Four Hundred and Ninety-one and Four tenths (491.4) feet to the side of a proposed Thirty (30) foot road, at present known as Bussenius proposed roadway, said proposed Thirty (30) foot roadway to be used in common with others thereto; thence binding on the side of said Bussenius proposed roadway the following two courses and distances: North Seventy-two (72) degrees Twenty-eight (28) minutes East Thirty-two and One tenth (32.1) feet to a pipe; thence North Fifty-nine (59) degrees Twenty-eight (28) minutes East One Hundred and Ninety-one and Seven tenths (191.7) feet to the corner of E. Sharkey, et al, land, thence bounding E. Sharkey, et al, land South Forty-five (45) degrees Two (2) minutes East Three Hundred and Twenty (320) feet to the land first conveyed to Craig Baugus on March 4, 1939; thence bounding said Craig V. Baugus's land South Seventeen (17) degrees Thirty-two (32) minutes West Two Hundred and Forty-two and One tenth (241.1) feet to the point of beginning.

Containing Two and Thirteen One-Hundredths (2.13) acres of land, more or less, as per survey dated October 1, 1942, by Herman H. Roemer, C. E. and surveyor.

BEGINNING for the third thereof on the North side of a Thirty (30) foot road known as Luke Swift's Bodkin Creek road and at the Southeast corner of Albert Yonson's land; thence bounding Albert Yonson's land North Forty-four (44) degrees Thirty (30) minutes West Four Hundred (400) feet; thence North Seventeen (17) degrees Thirty-two (32) minutes East Four Hundred and Twenty-four and Six tenths (424.6) feet; thence South Forty-five (45) degrees Two (2) minutes East Four Hundred (400) feet to the said Thirty (30) foot road; thence bounding said Thirty (30) foot road the four following courses and distances to the point of beginning: South One (1) degree Thirty-two (32) minutes East Forty-nine (49) feet; South Twenty-five (25) degrees Twenty - one (21) minutes West One Hundred and Twenty - five (125) feet) South Thirty (30) degrees Thirty-five (35). minutes West One Hundred and One (101) feet; South Nine (9) degrees Thirty-nine (39) minutes West One Hundred and Sixty (160) feet: containing Four (4) acres of land, more or less.

First Mortgage indebtedness must be liquidated by the purchaser upon ratification of the sale.

TERMS OF SALE: A cash deposit of 10 percent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchaser.

H. ALLEN MEZGER,
Attorney named in Mortgage
E. T. Newell & Co., Inc.,
Auctioneers M-25

H. Allen Mezger,

Attorney named in Mortgage

vs.

John J. Lyons, Sr., Divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 17021

LIBER 163 PAGE 359

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 26th day of March, 19 65, we sold at public auction for the highest price obtainable to Leroy Jacobs and Meyer Mindel - - - the property described as follows:

at and for the price of Six Thousand Nine Hundred Ninety ($6,990) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr.

John M. Miller, Jr. - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of $6990.00.

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

AS WITNESS our hand and seals this 26th day of March, 19 65.

Leroy Jacobs (SEAL)

Meyer Mindel (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE - - - - - - - -, to wit:

I HEREBY CERTIFY, That on this 26th day of March, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Leroy Jacobs and Meyer Mindel, who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger Notary Public

My Commission Expires: May 3rd, 1965.

FILED

1965 MAR 30 AM 9: 12

10

BEGINNING for the first thereof at an iron pipe situated at the intersection of the West side of a Thirty (30) foot road bounding the Craig Baugus property on the East and the end of the third line of the said Craig Baugus property described in a Deed dated March 4, 1939, from M. J. Swift and Company, Incorporated, to Craig V. Baugus and recorded on or about March 21, 1939, in the Land Records of Anne Arundel County; and running thence binding on the Western outline of said Thirty (30) foot road North One (1) degree Thirty-two (32) minutes West Seventy (70) feet; thence North Thirty-one (31) degrees Twelve (12) minutes West One Hundred and Sixty-four (164) feet; thence North Fifteen (15) degrees Two (2) minutes East Eighty-six (86) feet; thence North Twenty-seven (27) degrees Forty-eight (48) minutes East One Hundred and Sixty-four and five tenths (164.5) feet; thence North Nineteen (19) degrees Fifty-five (55) minutes East One Hundred and Sixty (160) feet; thence North One (1) degree Five (5) minutes West One Hundred and Twelve (112) feet to the Southern outline of a proposed Thirty (30) foot road; thence South Fifty-nine (59) degrees Twenty-eight (28) minutes West Seven Hundred and Fourteen (714) feet; thence South Forty-five (45) degrees Two (2) minutes East Three Hundred and Twenty (320) feet to intersect the second or North Seventeen (17) degrees Thirty-two (32) minutes East Four Hundred and Twenty - four and Six Tenths (424.6) foot line of the aforementioned Craig Baugus property; thence running with and bounding on the said second line of the said Craig Baugus property North Seventeen (17) degrees Thirty-two (32) minutes East One Hundred and Eighty - two and Five tenths (182.5) feet to the beginning of the aforementioned third line of the said Craig Baugus property; thence running with and bounding on the said third line of said Craig Baugus property South Forty - five (45) degrees Two (2) minutes East Four Hundred (400) feet, more or less, to the place of beginning. Containing Four (4) acres of land, more or less, according to survey made by Keller & Keller, Civil Engineers and Surveyors, on or about April 12, 1941.

BEGINNING for the second thereof at the Southwest corner of Craig V. Baugus's land (See deed of first conveyance of Four and One one-hundredths (4.01) acres of land, dated March 4, 1939, from M. J. Swift & Co., Inc., to Craig V. Baugus and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 197, follo 186.); thence North Forty-four (44) degrees Thirty (30) minutes West Four Hundred and Ninety-one and Four tenths (491.4) feet to the side of a proposed Thirty (30) foot road, at present known as Bussenius proposed roadway, said proposed Thirty (30) foot roadway to be used in common with others thereto; thence

binding on the side of said Bussenius proposed roadway the following two courses and distances: North Seventy-two (72) degrees Twenty-eight (28) minutes East Thirty-two and One tenth (32.1) feet to a pipe: thence North Fifty-nine (59) degrees Twenty-eight (28) minutes East One Hundred and Ninety-one and Seven tenths (191.7) feet to the corner of E. Sharkey, et al, land, thence bounding E. Sharkey, et al, land South Forty-five (45) degrees Two (2) minutes East Three Hundred and Twenty (320) feet to the land first conveyed to Craig Baugus on March 4, 1939; thence bounding said Craig V. Baugus's land South Seventeen (17) degrees Thirty-two (32) minutes West Two Hundred and Forty-two and One tenth (241.1) feet to the point of beginning. Containing Two and Thirteen One-Hundredths (2.13) acres of land, more or less, as per survey dated October 1, 1942, by Herman H. Roemer, C. E. and surveyor.

BEGINNING for the third thereof on the North side of a Thirty (30) foot road known as Luke Swift's Bodkin Creek road and at the Southeast corner of Albert Yonson's land; thence bounding Albert Yonson's land North Forty-four (44) degrees Thirty (30) minutes West Four Hundred (400) feet; thence North Seventeen (17) degrees Thirty-two (32) minutes East Four Hundred and Twenty-four and Six tenths (424.6) feet; thence South Forty-five (45) degrees Two (2) minutes East Four Hundred (400) feet to the said Thirty (30) foot road; thence bounding said Thirty (30) foot road the four following courses and distances to the point of beginning: South One (1) degree Thirty-two (32) minutes East Forty-nine (49) feet; South Twenty-five (25) degrees Twenty - one (21) minutes West One Hundred and Twenty - five (125) feet) South Thirty (30) degrees Thirty-five (35) minutes West One Hundred and One (101) feet; South Nine (9) degrees Thirty-nine (39) minutes West One Hundred and Sixty (160) feet; containing Four (4) acres of land, more or less.

Jud. 14042.

ADDITIONAL
MORTGAGEE OR ATTORNEYS' BOND

LIBER 163 PAGE 362

BOOK 13 PAGE 116

No. 17,021 Equity

Know all Men by these Presents:

THAT WE....H. Allen Mezger.....

.....

of ..Suite 419, One North Charles, Baltimore, Maryland 21201.....

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and additional
just/sum of..Six Thousand and No/100 ($6,000.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this*....19th.....
day of.....March.....*in the year of our Lord nineteen hundred and*...sixty-five.....

WHEREAS, the above bounden.....H. Allen Mezger.....
by virtue of a power contained in mortgage from.....JOHN J. LYONS, SR., DIVORCED.....

.....

to .....ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY.....

.....

dated .....December 20, 1960.....*and recorded in Liber*.....GTC.....
No.....1447..... *folio*.....332.....*etc., one of the Land Record Books of*.....
Anne Arundel County.....*is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said*.....H. Allen Mezger.....

.....*is about to execute the power vested in him in said mortgage;*

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

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By John F. Kennedy Jr.
John F. Kennedy, Jr. *Attorney-in-Fact.*

ATTEST:

Elsie C. Evans
Elsie C. Evans

additional
Bond approved this 31st day of March 1965

Louis N. Phipps Clerk

FILED
1965 MAR 30 AM 9:13

LIBER 163 PAGE 363

H. Allen Mezger,	*	IN THE
Attorney named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
John J. Lyons, Sr., Divorced	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 17021

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from John J. Lyons, Sr., Divorced, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, March 26th, 1965, at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots or parcels of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Leroy Jacobs and Meyer Mindel, who were then and there the highest bidders, at and for the sum of Six Thousand Nine Hundred Ninety ($6,990.00) Dollars, of which a deposit of Seven Hundred ($700.00) Dollars was made at time of sale; subject to the payment of the balance due on the first mortgage of One Thousand Five Hundred Eighty-one and 15/100 ($1,581.15) Dollars with interest accruing at the rate of 6% per annum, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchasers.

H. Allen Mezger
Attorney named in Mortgage

FILED
1965 MAR 30 PM 12: 07

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
SALTIMORE, MD.

12

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 aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE, MD.

Peyton Paul Phillips

Peyton Paul Phillips---Notary Public

My commission expires July 1st, 1965.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE, MD.

ORDER NISI

LIBER 163 PAGE 365

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN J. LYONS, SR., Divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,021 Equity

Ordered, this 30th day of March, 19 65 That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 6,990.00

Louis N. Phipps Clerk.

True Copy,

H. Allen Mezger, Atty.

TEST: Clerk.

For the Maryland Gazette (April 1, Edition)

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN J. LYONS, Divorced

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 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 -4 PM 3:23

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,021 Equity
H. ALLEN MEZGER, Attorney named in Mortgage
versus
JOHN J. LYONS, SR., Divorced

Ordered, this 30th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $6,990.00.

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

LIBER 153 PAGE 366

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 23, 1965

We bereby certify, that the annexed

Order Nisi Sale

Eq. 17,021

John J. Lyons, Sr.

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 12.38

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 4314

5

LIBER 163 PAGE 367

H. ALLEN MEZGER, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 17021
JOHN J. LYONS, SR., Divorced.	*	Docket 22 Folio 396

* *

PETITION AND ORDER SUBSTITUTING PURCHASERS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Leroy Jacobs and Meyer Mindel, Purchasers, respectfully represent unto your Honor:

1. That on or about March 26, 1965, the above named H. Allen Mezger, Attorney, acting in pursuance of the powers contained in the Mortgage filed in these proceedings, sold the property contained in said Mortgage, at public sale to your Petitioners at and for the sum of Six Thousand Nine Hundred Ninety Dollars ($6990.00), subject to the balance due on a First Mortgage of One Thousand Five Hundred Eighty-one and 15/100ths Dollars ($1581.15); and

2. That the said Petitioners have since sold all of their right, title and interest in and to said property unto LEON A. CRANE and request that he be substituted as Purchaser in the place and stead of your Petitioners.

FILED 1965 APR 28 AM 9:51

WHEREFORE YOUR PETITIONERS PRAY: That this Honorable Court pass an Order substituting LEON A. CRANE as Purchaser in lieu and stead of your Petitioners, and that the said H. Allen Mezger, Attorney named in said Mortgage, be authorized to complete settlement of the above sale in that manner.

AND AS IN DUTY BOUND, ETC.

Leroy Jacobs, Purchaser

Meyer Mindel, Purchaser

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of April, 1965, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Leroy Jacobs and Meyer Mindel, purchasers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

ETTIE ELAINE JACOBS

16

We, the undersigned, hereby assent to the substitution of LEON A. CRANE as Purchaser in lieu and stead of Leroy Jacobs and Meyer Mindel, as set forth in the Report of Sale filed in these proceedings.

_____ (SEAL)
LUTTIE ELAINE JACOBS

_____ (SEAL)
MARY MINDEL

Wives of Leroy Jacobs and Meyer Mindel who unite herein for the purpose of assenting to the substitution of purchasers and the release of their dower interests therein.

_____ (SEAL)
Leon A. Crane

I, H. ALLEN MEZGER, Attorney named in the Mortgage, hereby assents to the substitution of purchasers as set forth in the attached Petition.

_____
H. Allen Mezger

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ORDER

Upon the aforegoing Petition, Affidavit and Assent of all the parties in interest, it is this 28th day of April, 1965, ORDERED by the Circuit Court for Anne Arundel County, that LEON A. CRANE be and he is hereby substituted as Purchaser in lieu and stead of Leroy Jacobs and Meyer Mindel named in the Report of Sale filed in these proceedings on March 30, 1965, of the property sold by H. Allen Mezger, Attorney named in the Mortgage.

George Sachse
Judge

FILED
1965 APR 28 PM 2:08

LIBER 163 PAGE 370

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

JOHN J. LYONS, SR., DIVORCED

In the

Circuit Court

For

Anne Arundel County

No. 17,021 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 JUN 15 AM 11:40

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th 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 A. Phipps
Clerk
Per: A. Jankowski, deputy

FILED
1965 JUL 13 PM 4:20

19

Dr. Mortgaged Real Estate of John J. Lyons, Sr. LIBER 163 PAGE 371

In Acct. with H. Allen Mezger, Attorney Named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			6,990	00		
By	Interest 6% on deferred payment						
	$6,290.00 from 3/26/65 to 5/6/65			43	05		
						7,033	05
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	239	70				
				339	70		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	75				
	Auditor, this account	35	00				
				77	75		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	223	24				
	Sunpapers, advertising - sale	20	00				
	Maryland Casualty Co.- bond	28	00				
	E. T. Newell & Co., Inc. auctioneer's fee	224	75				
	Adjustment, taxes from 1/1/65 to 3/26/65	17	55				
				513	54		
To	Arundel Federal Savings & Loan Assoc.,						
	Mortgagee, in full for mortgage claim	188	48				
	Interest 6% on principal balance						
	$185.68 from 5/1/65 to 6/25/65	1	68				
				190	16		
To	John J. Lyons, Sr., mortgagor excess	5,911	90				
				5,911	90		
						7,033	05

LIBER 163 PAGE 372

WALTER S. CALWELL,
Attorney Named In Mortgage

VS.

JAMES ALLISON LIVENGOOD AND
DOROTHY T. LIVENGOOD, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)

No. 17,174 Equity

Mr. Clerk:

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

1. Original Mortgage from James Allison Livengood and Dorothy T. Livengood, his wife, to Baltimore Federal Savings and Loan Association dated August 12, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1415 folio 490.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland

Le 9-6841

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1965 APR 28 AM 10: 14

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 163 PAGE 373
BOOK 1415 PAGE 490

MARYLAND

MORTGAGE

No. 17,174 Equity

THIS MORTGAGE, made this 12th day of August, A. D. 19 60, by and between JAMES ALLISON LIVENGOOD and DOROTHY T. LIVENGOOD, 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 NINETY-FIVE HUNDRED and 00/100ths Dollars ($ 9500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-fourth per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of 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 September, 1960, 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, 19 90. 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 25, Section 2, as shown on the plat of Harundale, Section 2, dated June 18, 1947, and now recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 22. The improvements thereon being known as No. 1911 Norman Road.

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

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1965 APR 28 AM 10: 14

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

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One Hundred Twenty ($120.00) Dollars payable half-yearly on the 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 protect the security of this mortgage, covenants and agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Joseph J. Callahan or Walter S. Calwell, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

James Allison Livengood [SEAL]
James Allison Livengood

[SEAL]

Dorothy T. Livengood [SEAL]
Dorothy T. Livengood

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: BOOK 1415 PAGE 494

I HEREBY CERTIFY, That on this 12th day of August, 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared James Allison Livengood and Dorothy T. Livengood, 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.

JOHN R. HOLLAND, JR. Notary Public.

JOHN R. HOLLAND, JR. NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Aug. 17, 1960 at 11:26 A.M.
Mailed to The Colonial Title Guarantee Co.

Matter No. 52908
Given by med
Proved by
Examiner
Fee for Record

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JAMES ALLEN LIVENGOOD AND
DOROTHY T. LIVENGOOD, HIS
WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 163 PAGE 377

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity)

NON-MILITARY SERVICE AFFIDAVIT No. 17,174 Equity

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of April 19 65, 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 and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly
Affiant
Eugene K. Reilly, Vice President

FILED
1965 APR 28 AM 10: 14

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LIBER 163 PAGE 378

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, HIS WIFE	:	In Equity - No. 17174

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from James Allison Livengood and Dorothy T. Livengood, his wife

to Baltimore Federal Savings and Loan Association

dated the 12th day of August 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1415 Folio 490.

Amount of Mortgage		$9,500.00
Less - amount paid on principal		619.77
		8,880.23
Plus - interest to 4/13/65		211.15
		9,091.38
Less - balance in expense account		99.50
		$8,991.88

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of April, 19 65, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link

Clara M. Link, Notary Public

FILED

1965 APR 28 AM 10: 14

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Equity 17,174

Mortgagee and Attorney's Bond. I-369

LIBER 163 PAGE 379

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 19-0370-0723-65

LIBER 13 PAGE 168

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 20th day of May in the year nineteen hundred and sixty-five

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from James Allison Livengood and Dorothy T. Livengood to the Baltimore Federal Savings and Loan Association bearing date the 12th day of August nineteen hundred and sixty and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1415, Folio 490 ~~xxx~~

1911 Norman 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. Frick

~~Attest~~

Witness as to Surety:

J. McDuffie

J D McDuffie

Bond approved this 24th day of May 1965

Louis N. Phipps

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1965 MAY 24 AM 10:23

17,174

LIBER 163 PAGE 380

CALLAHAN CALWELL
LAUDEMAN
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 James Allison Livengood and Dorothy T. Livengood, his wife to Baltimore Federal Savings and Loan Association, dated August 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1415 folio 490 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY, MAY 24th, 1965 AT 3:45 P.M. (EDT)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows:—

BEING known and designated as Lot No. 6, Block 25, Section 2, as shown on the plat of Harundale, Section 2, dated June 18, 1947, and now recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 22. The improvements thereon being known as No. 1911 Norman 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 detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, utility room, 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

M-20

9- 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., May 24, 1965

We hereby certify, that the annexed

Attorney's Sale

James Allison Livengood

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of May, 1965. The first insertion being made the 6th day of May, 1965.

FILED
1965 MAY 24 PM 2:01

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 163 PAGE 381

WALTER S. CALWELL, Attorney Named in Mortgage VS. JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,174

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 24th day of May , 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for said City , personally appeared EUGENE K. REILLY Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

FILED
1965 MAY 27 AM 9:04

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LIBER 163 PAGE 382

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) - 17,174

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1415 folio 490 from said James Allison Livengood and Dorothy T. Livengood, 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, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 24th day of May, 1965 at 3.45 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 25, Section 2, as shown on the Plat of Harundale, Section 2, dated June 18, 1947 and duly recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 22, the improvements whereon are known as No. 1911 Norman Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 MAY 27 AM 9:04

LIBER 163 PAGE 383

CALLAHAN CALWELL &
LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from James Allison Livengood and Dorothy T. Livengood, his wife to Baltimore Federal Savings and Loan Association, dated August 12th, 1960 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1415 folio 490 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

MONDAY,
MAY 24th, 1965
AT
3:45 P.M. (EDT)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, in the Development of Harundale, Glen Burnie area, and described as follows:—

BEING known and designated as Lot No. 6, Block 25, Section 2, as shown on the plat of Harundale, Section 2, dated June 18, 1947, and now recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 22. The improvements thereon being known as No. 1911 Norman 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 detached dwelling, containing 5 rooms (3 bedrooms), 1 bath, utility room, 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, incldiing 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 M-20

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Eighty-eight Hundred fifty ($8850.00) Dollars, subject to the payment of an annual ground rent of $120.00, said purchaser being then and there the highest bidder

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of May, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

12

ORDER NISI

LIBER 163 PAGE 385

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,174 Equity

Ordered, this 27th day of May, 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 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $ 8850.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland Gazette (June 3rd Edition)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of July, 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 JUL -7 PM 2:42

13

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 17,174

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

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

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the day of 196~~ sold certain leasehold property situated in Anne Arundel County, known as No. 1911 Norman Avenue and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

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

ASSENT

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

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

BALTIMORE FEDERAL SAVINGS
AND LOAN ASSOCIATION

BY Eugene K. Reilly
EUGENE K. REILLY Vice President

FILED
1965 MAY 27 AM 9:04

14

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 27th day of May 196 5

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 Norman Avenue, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse
Judge.

FILED

1965 MAY 27 PM 2:24

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,174 Equity

WALTER S. CALWELL
Attorney Named in Mortgage
versus
JAMES ALLISON LIVENGOOD and DOROTHY T. LIVENGOOD, his wife

Ordered, this 27th day of May 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 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sale was $8,850.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Ju-24

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 388

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,174 James Allison Livengood

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 6th day of July, 1965. The first insertion being made the 3rd day of June, 1965.

FILED
1965 - JUN 29 PM 1:25

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 9315

14

LIBER 163 PAGE 389

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

JAMES ALLISON LIVENGOOD AND DOROTHY T. LIVENGOOD, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,174 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 JUL 19 PM 1:51

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of August, 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 AUG -4 AM 11:51

17

Dr. Mortgaged Real Estate of James Allison Livengood and Dorothy T. Livengood, his wife

LIBER 163 PAGE 390

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

						Cr.	
By	Amount of sale as per Attorney's Report of Sale filed			8,850	00		
By	Interest 6% on deferred payment $8,350.00 from 5/24/65 to 7/8/65			64	90		
By	Adjustment, taxes from 5/24/65 to 6/30/65			19	70		
						8,934	60
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	295	50				
				345	50		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	25				
	Auditor, this account	35	00				
				76	25		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	76	68				
	New Amsterdam Casualty Co. - bond	36	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Adjustment and rent from 11/1/64 to 5/24/65	67	92				
	Notary fees	1	25				
				216	85		
To	Baltimore Federal Savings & Loan Assoc., Mortgagee, on account of mortgage claim	8,296	00				
				8,296	00		
						8,934	60
	Balance due on mortgage as per mortgage claim filed	8,991	88				
	Interest 5¼% on principal balance $8,780.35 from 4/14/65 to 8/2/65	138	27				
		9,130	15				
	Credit amount allowed above	8,296	00				
	This amount subject to decree in personam	834	15				

LIBER 163 PAGE 391

JAMES G. WOODWARD 42 STATE CIRCLE ANNAPOLIS, MARYLAND, ASSIGNEE, VS. THOMAS J. DORSEY, JR. AND MARY LOU DORSEY, HIS WIFE, 754 WARREN DRIVE, ANNAPOLIS, MD., MORTGAGORS.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND IN EQUITY CASE NO. 7,201

ORDER TO DOCKET THIS PROCEEDING.

MR. CLERK:

PLEASE DOCKET THE WITHIN FORECLOSURE PROCEEDING AND FILE THE ATTACHED MORTGAGE, RECORDED ASSIGNMENT OF MORTGAGE FOR PURPOSES OF FORECLOSURE, MORTGAGE NOTE AND STATEMENT OF MORTGAGE CLAIM, AS EXHIBITS.

James G. Woodward

JAMES G. WOODWARD, ASSIGNEE
42 STATE CIRCLE, P. O. BOX 1710
ANNAPOLIS, MARYLAND, 21404
PHONE: 263-9002

FILED

1965 MAY 11 PM 3:21

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 163 PAGE 392

NO TITLE EXAMINATION.

BOOK 1498 PAGE 443 No. 17,201 Equity

PURCHASE MONEY
THIS MORTGAGE, Made this 11th day of August

in the year nineteen hundred and Sixty-one by and between

THOMAS J. DORSEY, JR. and MARY LOU DORSEY, his wife

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

FRANCES LANGLOH GILHEANY and JOHN J. GILHEANY, her husband , Mortgagees, of the second part:

3796

Whereas, the said Mortgagors are justly indebted unto the said Mortgagees in the sum of Eleven Thousand, Eight Hundred and No/100 Dollars (11,800.00), being the balance due for the purchase price of the property hereinafter described, as evidence of which indebtedness the said Mortgagors have passed to the said Mortgagees, their promissory note for said sum, of even date herewith, and payable in monthly installments of Seventy-six and .04/100 Dollars ($76.04) each, the said monthly payments to be applied first to the payment of interest at the rate of six per centum (6%) per annum, and the balance of said payments to be applied on the principal of said indebtedness; first payment due and payable thirty (30) days from date hereof. This Mortgage due and payable in full twenty-five (25) years from date hereof, and

WHEREAS, it has been agreed by and between the said parties that this Mortgage should be executed for the purpose of securing the payment of the said note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said THOMAS J. DORSEY, JR. and MARY LOU DORSEY, his wife

do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Sixth Election District, Anne Arundel County aforesaid, and described as follows, to wit:—Beginning for

ALL THAT LOT OF GROUND situate in the Sixth Election District of Anne Arundel County, Maryland, as described as follows: Being Lot No. 72, as shown on the Plat of Greenacres, which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 22, folio 3.

BEING the same property conveyed to the within named Mortgagors, THOMAS J. DORSEY, JR. and MARY LOU DORSEY, his wife, by deed of even date, from Frances Langloh Gilheany and John J. Gilheany, her husband and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

FILED Assignee's Exhibit "A"

1965 MAY 11 PM 3:22

2

The Mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date thereof.

This loan may be prepaid in whole, except that the said mortgagee will be paid 1% on the unpaid balance of the mortgage by the said mortgagor as consideration for the prepayment of the mortgage.

The mortgagors shall pay the taxes and insurance and all other assessments against the property or to be levied against said property and to forward the receipted bills directly to the said mortgagee.

If the said mortgagor fails to pay said bills as they become due and it becomes necessary for the mortgagee to pay same, the said mortgagee shall pay the said bills and which amounts are to be added to the balance of the mortgage at the rate of 6% per annum.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their heirs executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eleven Thousand Eight Hundred and NO/100 ($11,800.00) - - - - - - - - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

of the said Mortgagee , 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 Fifty and No/100 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, 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 Mortgagor s, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Samuel M. Ivrey, their 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 Eleven Thousand Eight Hundred and NO/100 ($11,800.00) - - - - - - - - - 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 our hands and seals.

TEST:

Samuel M. Ivrey
SAMUEL M. IVREY, as to both:

Thomas J. Gilheany, Jr. [SEAL]
THOMAS J. DORSEY, JR.

Mary Lou Dorsey [SEAL]
MARY LOU DORSEY

[SEAL]

State of Maryland, ANNE ARUNDEL COUNTY , ss:

I Hereby Certify, that on this 11th day of August in the year one thousand nine hundred and sixty-one before me, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared THOMAS J. DORSEY, JR. and MARYLOU DORSEY, his wife, the within-named Mortgagors the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared FRANCES LANGLOH GILHEANY and JOHN J. GILHEANY, her husband, the within-named Mortgagees 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.

Samuel M. Ivrey
Samuel M. Ivrey, Notary Public

My Commission Expires:
May 6, 1963

Rec'd for record Aug. 11 1961 at 1:55 P.M.

Mailed to Samuel M. Ivrey

$.00

LIBER 163 PAGE 395

May 11th, 1965

FOR VALUE RECEIVED, we hereby assign the within and afr going mortgage unto James G. Woodward for the purp..e of foreclosure only.

As witness our hands and Seals.

207366

Witness:

Helen D. Pick
Helen D. Pick

Helen D. Pick
Helen D. Pick

Frances Langloh Gilheany (SEAL)
Frances Langloh Gilheany

John J. Gilheany (SEAL)
John J. Gilheany

Assignee's Exhibit "B"

MORTGAGE

FROM

THOMAS J. DORSEY, JR. and MARY LOU DORSEY, his wife

TO

FRANCES LANGLOH GILHEANY, and JOHN J. GILHEANY, her husband

BLOCK NO. Lot 72, Green Acres

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

Cost of Record, $ 00

SAMUEL M. IVREY
144 Gloucester Street
Annapolis, Md.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1965 MAY 11 PM 3:26
& RECORDED IN LIBER LMP NO. 1498 FOLIO 444
LOUIS M. PHIPPS, CLERK

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 AUG 11 PM 1:55
& RECORDED IN LIBER GTC NO. 1498 FOLIO 443
GEO. T. CROMWELL, CLERK

Return to Equity Dept #1

THE DAILY RECORD CO., BALTIMORE, MD.

STATEMENT OF MORTGAGE CLAIM UNDER FIRST PURCHASE MONEY MORTGAGE, DATED THE 11TH DAY OF AUGHST, 1961, BY AND BETWEEN THOMAS J. DORSEY, JR., AND MARY LOU DORSEY, HIS WIFE, AS MORTGAGORS, AND JOHN J. GILHEANY AND FRANCES LANGLOH GILHEANY, HIS WIFE, AS MORTGAGEES.

Full principal debt of said mortgage: $11,800.00

Date	Interest	Misc. charges	total payment	
9/21/61	$59.00		$ 76.04	11,782.96
10/31/61	58.91			11,841.87
11/2/61			76.04	11,765.83
11/30/61	58.83			11,824.66
12/20/61	59.12		76.04	11,807.74
12/20/61			76.04	11,731.70
1/10/62	58.66		76.04	11,714.32
2/13/62	58.57		76.04	11,696.85
3/30/62	58.48			11,755.33
4/3/62	58.77		152.08	11,662.02
5/29/62	58.31		76.04	11,664.29
6/30/62	58.31		74.06	11,628.45
7/6/62	58.14			11,686.59
8/20/62	58.43		76.04	11,668.98
9/30/62	58.44			11,727.42
10/8/62	58.64		228.12	11,557.94
11/30/62	57.78			11,615.72
12/30/62	58.08			11,673.80
1/30/63	58.36			11,732.16
2/28/63	58.66			11,790.82
3/30/63	58.95			11,849.77
4/30/63	59.24			11,909.01
5/30/63	59.59			11,968.60
5/8/63			608.32	11,360.28
6/30/63	56.80			11,417.08
7/30/63	57.08			11,474.16
8/30/63	57.37			11,531.53
9/30/63	57.66			11,589.19
10/30/63	57.95		229.00	11,418.14
11/30/63	57.09			11,475.23
12/31/63	57.38			11,532.61
1/30/64	57.66			11,590.27
1/30/64	Fire Insurance	$50.05		11,640.32
1/30/64	City of Annapolis Taxes '62	113.58		11,753.90
2/6/64	1/31/64		163.63	11,590.27
2/6/64	1/31/64		76.01	11,514.26
2/-/64	57.57			11,571.83
3/23/64	57.86			11,629.69
4/6/64	58.15		380.20	11,307.64
5/64	56.54			11,364.18
6/64	56.82			11,421.00
6/23/64	A. A. County Taxes 1963	170.02		11,591.02
7/31/64	57.96			11,648.98
8/3/64	58.25		474.18	11,233.05
Aug 26-64		Correct Bal.		*11,233.05
9/64	56.17			11,289.22
10/64	56.45			11,345.67
11/64	56.73			11,402.40
12/64	57.01			11,459.41
"	Insurance	37.80		11,497.21
"	City taxes 1963	113.06		11,610.27

ASSIGNEES EXHIBIT "D"

1

STATEMENT CONTINUED.

Date	Interest	Misc. Charges	Total payment	Balance
12/30/64			$ 300.00	11,310.27
1/22/65	$56.55		231.06	11,135.76
2/3/65	55.68		100.00	11,091.44
1/29/65		ret. check $231.06		11,322.50
2/65	1.15 Adj. Feb. Int.			11,323.65
3/65	56.62			11,380.27
4/30/65	56.90			11,437.17

Interest for 11 days on above balance from May 1, 1965, through May 11, 1965 - 20.24

Balance $11,457.41

THE DAILY RECORD CO., BALTIMORE 3, MD.

MORTGAGE NOTE

$ 11,800.00 August 11th 19 61

Secured by Mortgage of even date herewith

in accordance with said Mortgage *after date* we *promise to pay to the order of* Francis Langloh Gilheany and John J. Gilheany, her husband

- - - - Eleven Thousand Eight Hundred and - - - - - - - - - - - - - - - - NO/100 *Dollars*
Payable in monthly installments of $76.04 each, to be applied first to the payment of interest at the rate of 6% per annum, balance to be applied on principal. Due and payable in full 25 years from date. First payment due 30 days from date.
Value received

Thomas J. Dorsey, Jr. (SEAL)

Mary Lou Dorsey (SEAL)

Assignee's Exhibit "C"

Assignee's Exhibit "D"

FILED

1965 MAY 11 PM 3:21

LIBER 163 PAGE 398

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of May, 1965, personally appeared, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, John J. Gilheany and Frances L. Gilheany, his wife, and they did make oath, in due form of law, that the above and aforegoing 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 11th day of May, in the year 1965.

John J. Gilheany

Frances L. Gilheany

Helen D. Pick, Notary Public.

Assignee's Exhibit "D"

LIBER 163 PAGE 399

GLOBE INDEMNITY COMPANY

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

LIBER 13 PAGE 158

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

Equity #17,201

Bond No. 457683

B O N D

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 Thirteen Thousand and 00/100 Dollars ($13,000.00) - - - - - - - - - - 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 12th day of May , 19 65 .

WHEREAS by virtue of a power of sale contained in a Mortgage from Thomas J. Dorsey, Jr. and Mary Lou Dorsey, h/w to Frances Langloh Gilheany and John J. Gilheany, her husband , bearing date on or about the 11th day of August , 19 61 , the said James G. Woodward , 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 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.

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

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-Fact
Surety

Bond approved this 17th day of May 19 65

Louis N. Phipps, Clerk

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1965 MAY 17 AM 9:48

LIBER 163 PAGE 400

AFFIDAVIT OF NON-MILITARY SERVICE

James G. Woodward, Assignee	:	IN THE CIRCUIT COURT
vs.	:	FOR
Thomas J. Dorsey, Jr., and Mary Lou Dorsey, his wife, Mortgagors.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY, CASE NO. 17,201

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

I hereby certify that, on this 17th day of May, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, James G. Woodward, Assignee for the purposes of mortgage foreclosure,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendant s.
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
are not in the military service of the United States of America and that as a result of investigation and inquiries made by him, and to the best of his knowledge and belief, the defendant and mortgagor, Thomas J. Dorsey, Jr., is engaged in the business of painting contractor in Annapolis, Anne Arundel County, Maryland in a civilian capacity, and his wife, the defendant and mortgagor, Mary Lou Dorsey, is employed as a Secretary in a Civil Service Status, by the United States Government, being now employed in the Administration Building, United State Naval Academy, Annapolis, Maryland. The above mortgagors and defendants are in civilian work or employment

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

Notarial Seal

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 17th day of May, 19 65.

James G. Woodward,
James G. Woodward, Affiant

Helen D. Pick,
Helen D. Pick, *Notary Public.*

My Commission will expire on:

July 1, 1965

Filed,

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1965 MAY 17 PM 3:49

LIBER 163 PAGE 401

JAMES G. WOODWARD,	:	IN THE CIRCUIT COURT
ASSIGNEE,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS J. DORSEY, JR., AND MARY LOU DORSEY, HIS WIFE, 754 WARREN DRIVE, ANNAPOLIS, MD.,	:	MARYLAND
MORTGAGORS.	:	IN EQUITY
	:	CASE NO. 17,201

AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct.:

I HEREBY CERTIFY, that on this 8th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Kenneth G. Davis _____, Purchaser(~~s~~) in the foreclosure sale in this cause, and he did make oath in due form of law that he is the Purchaser(~~s~~) and purchased the same as principals and not as agent for anyone, and that he has ~~have~~ not directly or indirectly discouraged anyone from bidding for the said real estate mentioned in the said Report of Sale.

Kenneth G. Davis
Purchaser Kenneth G. Davis

_____
Purchaser

Helen D. Pick
Helen D. Pick Notary Public.

FILED
1965 JUN -9 AM 10:20

LIBER 163 PAGE 402

JAMES G. WOODWARD 42 STATE CIRCLE ANNAPOLIS, MARYLAND, ASSIGNEE, VS. THOMAS J. DORSEY, JR., AND MARY LOU DORSEY, HIS WIFE, 754 WARREN DRIVE, ANNAPOLIS, MD., MORTGAGORS.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND IN EQUITY CASE NO. 17,201

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY, that on this 8th day of June, 1965, I sold the real estate described in the mortgage foreclosed under the above entitled Equity Case unto KENETH G DAVIS FOR TWELVE THOUSAND SEVEN HUNDRED Dollars ($12,700.00) and I do further certify that the sale was fairly made.

Robert H. Campbell, Auctioneer

PURCHASERS AGREEMENT

I/WE hereby certify that on this 8th day of June, 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.

Kenneth G. Davis
Purchaser

Purchaser

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RECEIPT

Received of Kenneth G. Davis the sum of One Thousand Dollars ($1,000.00), as a cash deposit in the purchase by him of the property described in the mortgage foreclosed under the above entitled Equity Case.

James G. Woodward, Assignee

EXHIBIT "A"

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LIBER 163 PAGE 403

JAMES G. WOODWARD 42 STATE CIRCLE ANNAPOLIS, MARYLAND,	:	IN THE CIRCUIT COURT
	:	FOR
ASSIGNEE,	:	ANNE ARUNDEL COUNTY
VS.	:	MARYLAND
THOMAS J. DORSEY, JR., AND MARY LOU DORSEY, HIS WIFE, 754 WARREN DRIVE, ANNAPOLIS, MARYLAND,	:	IN EQUITY
	:	CASE NO. 17,201
MORTGAGORS.	:	

ASSIGNEE'S REPORT OF SALE

The Report of James G. Woodward, Assignee of a mortgage made by Thomas J. Dorsey, Jr., and Mary Lou Dorsey, his wife, to John J. Gilheany and Frances Langloh Gilheany, 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 11th day of August, 1961, and duly recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1498, Folio 433, and after having complied with all requirements of law, default having been made by the said Mortgagors in the covenants and conditions of said mortgage, and the said mortgage having been duly assigned to the undersigned Assignee for the purposes of foreclosure, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland, for at least three successive weeks, he did, pursuant to said notice, at the County Court House Door, Annapolis, Maryland, on Tuesday, June 8, 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

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14

bidder the property mentioned in said mortgage, situate in Annapolis, Anne Arundel County, State of Maryland, and described as follows:

All of that parcel or lot of land with improvements thereon, being situate in the Sixth Election District of Anne Arundel County, Maryland, and known as 754 Warren Drive, Annapolis, Maryland, and being more particularly described as follows:

All that lot of ground situate in the Sixth Election District of Anne Arundel County, Maryland, described as follows: Being Lot No. 72, as shown on the Plat of Greenacres, which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 22, folio 3.

And your Assignee sold the above described property unto Kenneth G. Davis, for the sum of Twelve Thousand Seven Hundred Dollars ($12,700.00), he being at that price the highest bidder therefore, the terms of the sale requiring the Purchaser to pay a cash deposit of One Thousand Dollars ($1,000.00) at the time of the sale, which cash deposit the said Purchaser has 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 Purchaser at the price above mentioned and that the sale was fairly made, and also the Purchaser's Agreement and the Receipt of the Assignee given to the Purchaser for the cash deposit of One Thousand Dollars ($1,000.00) made by him.

And as in duty bound, etc.

Respectfully submitted,

James G. Woodward

James G. Woodward, Assignee

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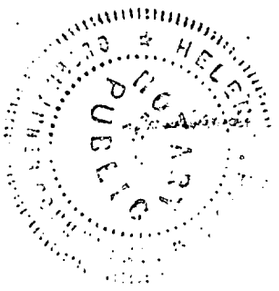
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 9th day of June, 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.



ORDER NISI

LIBER 163 PAGE 406

JAMES G. WOODWARD, Assignee

versus

THOMAS J. DORSEY, JR., and

MARY LOU DORSEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,201 Equity

Ordered, this 9th day of June, 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 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sale was $ 12,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

James G. Woodward, Atty.

For: Evening Capital (June 11th Edition)

(Final Order)

JAMES G. WOODWARD, Assignee

versus

THOMAS J. DORSEY, JR., and

MARY LOU DORSEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of July, 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.

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1965 JUL 15 PM 3:25

17

JAMES G. WOODW
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 Thomas J. Dorsey, Jr., and Mary Lou Dorsey, his wife, dated the 11th day of August, 1961, and recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1498, Folio 433 default having occurred thereunder, and 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, JUNE 8th, 1965 AT 11 O'CLOCK A.M.

All of that parcel or lot of land with improvements thereon, being situated in the Sixth Election District of Anne Arundel County, Maryland, and known as 754 Warren Drive, Annapolis, Maryland, and being more particularly described as follows:

All that lot of ground situate in the Sixth Election District of Anne Arundel County, Maryland, described as follows: Being Lot No. 72, as shown on the Plat of Greenacres, which Plat is recorded among the Plat Records of Anne Arundel County, in Plat Book 22, folio 3.

Subject to all restrictions and covenants of record.

Being the same land and premises which were conveyed to Thomas J. Dorsey, Jr., and Mary Lou Dorsey, his wife, by deed dated the 11th day of August, 1961, and duly recorded among the land records of Anne Arundel County in Liber G.T.C. No. 1498, Folio 441.

The above described property is improved by a valuable Ranch Type dwelling house with all modern conveniences and basement.

TERMS OF SALE: A cash deposit of $1,000.00 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 Ju-7

18 No.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 163 PAGE 407

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1965

We hereby certify, that the annexed Assignee's Sale No. 17,201 Equity Thomas J. Dorsey Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 8th day of June, 1965. The first insertion being made the 7th day of May, 1965.

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1965 JUN 16 PM 1:26

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

LIBER 163 PAGE 408

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,201 Equity

James G. Woodward, Assignee
versus
THOMAS J. DORSEY, JR., and MARY LOU DORSEY, his wife

Ordered, this 9th day of June, 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 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sale was $12,700.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-2

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1965 JUL -7 PM 1:16
No. E. C. 7359

19

OFFIC OF

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1965

We hereby certify, that the annexed Order Nisi Sale Eq 17,201 Woodward v. Dorsey

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 13th day of July, 1965. The first insertion being made the 10th day of June, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 163 PAGE 409

In the Case of

JAMES G. WOODWARD, Assignee

VS.

THOMAS J. DORSEY, JR. and MARY LOU DORSEY, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,201 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

July 20, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of August, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: Alice E. Jankowski, deputy

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21

Dr. JAMES G. WOODWARD, Assignee vs. THOMAS J. DORSEY, JR. and MARY LOU DORSEY, his wife, LIBER 163 PAGE 410

In Acct. with JAMES G. WOODWARD, Assignee

				Cr.
1965, June 8				
Proceeds of Sale	12,700 00			
Interest on deferred payment of $11,700.00 from				
6/8/65 to 7/15/65 @ 6%	71 49	12,771 49		
			12,771 49	
To Assignee for fee, viz:	150 00			
To Assignee for commissions, viz:	413 14	563 14		
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	80 52			
Capital-Gazette Press - Order nisi, sale	15 00			
Speer Publications - handbills	19 06			
Robert H. Campbell - auctioneers fee	45 00			
Globe Indemnity Co. - Bond premium	52 00			
City of Annapolis - water bill to 4/10/65	11 63			
One-half cost documentary stamps	21 45			
City of Annapolis taxes - 7/1/64 to 6/8/65	101 09			
1964 County and State taxes	189 07			
1965 County taxes - 1/1/65 to 6/8/65	61 67			
Helen D. Pick - notary fees	2 00	598 49		
To John J. Gilheany and Francis L. Gilheany,				
Mortgage claim in full	11,457 41			
This balance on account of interest from 5/11/65 @ 6% (to 8/6/65 - 163.61)	79 45	11,536 86		
			12,771 49	

PETITION FOR FORECLOSURE

LIBER 163 PAGE 411

PRUDENTIAL SAVINGS AND LOAN, INC.

VS.

KENNETH A. HARTLINE AND
MARGARET E. HARTLINE, WIFE
AND
MINNIE M. HARTLINE

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 17,100

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 21ST day of OCTOBER A. D. 1961 the defendant executed and delivered to PRUDENTIAL SAVINGS AND LOAN, INC.,

a mortgage upon certain FEE SIMPLE property in ~~the City of Baltimore~~ ANNE ARUNDEL COUNTY, therein described, to secure the payment of the mortgage debt of $ 16,000.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

THE DEFENDANTS HAVE DEFAULTED IN THE COVENANTS CONTAINED IN SAID MORTGAGE.

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

And as in duty, &c.

Herbert N. Hirsh

Attorney for Plaintiff

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1965 MAR 23 AM 9:04

LIBER 163 PAGE 412

BOOK 1519 PAGE 164 No. 17,100 Equity

This Mortgage, Made this 21st day of October, in the year one thousand, nine hundred and sixty-one, between KENNETH A. HARTLINE, MARGARET E. HARTLINE, his wife, and MINNIE M. HARTLINE of Baltimore City, in the State of Maryland, Mortgagors, and the PRUDENTIAL SAVINGS AND LOAN ~~ASSOCIATION~~ INC., a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SIXTEEN THOUSAND and no ($16,000.00) Dollars, being part of the purchase money for the property hereinafter described.

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

By the payment on or before the 1st day of each month from date ~~hereof~~; December 1st, 1961.

(A) of the sum of ONE HUNDRED THIRTY-FIVE and .02/100 ($135.02) Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of THIRTY-FIVE and .28/100 ($35.28) Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, its/his/her/or their heirs, personal representatives, successors or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent and fire insurance premiums, and (3) towards the payment of the aforesaid principal sum.

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

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 Anne Arundel County in said State, and described as follows:

Beginning for the first thereof at an iron pipe located on the north side of the thirty foot road leading from Bar Harbor to Riviera Beach, said point being one hundred feet and laying in a northwest direction from the southeasternmost corner of Lot No. 222 shown on a plat made by J. Carson Boush December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-eight degrees twenty-nine minutes east ninety-five feet (N 28° 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73° 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26° 29' W 95') to the thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73° 44' W 25') to the point of beginning.

Being lot Numbered Two Hundred Nineteen (219) as shown on a plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the second thereof at an iron pipe located on the north side of the thirty foot road leading from Riviera Beach to Bar Harbor, said point being seventy-five feet and laying in a northwest direction from the southeasternmost corner of Lot 222 as

FILED
1965 MAR 23 AM 9:04

PETITIONER'S EXHIBIT No. 1

shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26° 29' E 95') to an iron pipe; thence south seventy-three degrees forty-four minutes east twenty-five feet (S 73° 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26° 29' W 95') to the thrity foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73° 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty (220) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the third thereof at an iron pipe located on the north side of a thirty foot road leading from Riviera Beach to Bar Harbor, said point being fifty feet and laying in a northwest direction from the southeasternmost corner of Lot No. 222, shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26° 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73° 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26° 29' W 95') to the thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73° 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty-one (221) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the fourth thereof at an iron pipe located on the north side of the thirty foot road leading from Riviera Beach to Bar Harbor, said point being twenty-five feet and laying in a northwest direction from the southeastmost corner of Lot No. 222, as shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26° 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73° 44' E 25') to an iron pipe, set on the west side of another County Road, and thence with said road, South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26° 29' W 95') to the first mentioned thirty foot County Road; thence with the north side of said first mentioned County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73° 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty-two (222) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife, for title see Liber G. T. C. No. 946, folio 549.

Beginning for the fifth thereof being known as Lot No. 30 as shown on the Plat of Bar Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 38, for title see J. H. H. No. 703, folio 362, Martin K. Hartline, having since died.

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

TO HAVE AND TO HOLD unto the party of the second part, its successors and/or assigns forever in fee simple.

~~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 rental of $ payable in equal semi-annual installments on the days of and each and every year.~~

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

And the said Mortgagor s, for ....their....., ... heirs, personal representatives, successors 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 the failure of the Mortgagors, his/her/its/or their heirs, personal representatives, successors 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, at the option of the Mortgagee, 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 pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent and fire insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, his/her/its/or their heirs, personal representatives, successors 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, his/her/its/or their heirs, personal representatives, successors 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; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed ten per cent (10%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

AND the said Mortgagor s, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare his/her/its/or their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the Mortgagor s do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **David J. Preller,** 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, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Two Hundred Fifty Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, his/her/its/or their heirs, personal representatives, successors or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor , or his/her/its/or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

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

~~WITNESS the hand(s) and seal(s) of the said Mortgagor, and the said Mortgagor~~

35.20

WITNESS:

Patricia Lee Willinger

Kenneth A. Hartline (SEAL)
KENNETH A. HARTLINE

Margaret E. Hartline (SEAL)
MARGARET E. HARTLINE

Minnie M. Hartline (SEAL)
MINNIE M. HARTLINE

(SEAL)

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LIBER 163 PAGE 415

BOOK 1519 PAGE 167

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 21st day of October, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of/ Baltimore aforesaid, personally appeared KENNETH A. HARTLINE, MARGARET E. HARTLINE, his wife, and MINNIE M. HARTLINE the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared Claude Gerard, 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

Patricia Lee Willinger - Notary Public

My commission expires , 19

Rec'd for record Oct. 22 1961 at 11:01 A.M.
Mailed to David J. Preller

MORTGAGE

FROM

Kenneth A. Hartline, Margaret G. Hartline, his wife, and Minnie M. Hartline

TO

PRUDENTIAL SAVINGS AND LOAN ASSOCIATION, INC.

BLOCK NO.

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

Clerk,

Cost of Record, $

DAVID J. PRELLER
ATTORNEY AT LAW
EQUITABLE BUILDING
BALTIMORE 2, MARYLAND

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

LIBER 163 PAGE 416

PRUDENTIAL SAVINGS AND LOAN, INC

vs.

KENNETH A. HARTLINE
MARGARET E. HARTLINE, WIFE AND
MINNIE M. HARTLINE

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... Folio .....

No. 17,100 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared CLAUDE GERARD, PRESIDENT OF PRUDENTIAL SAVINGS AND LOAN, INC.,

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

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

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

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

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

Claude Gerard
Affiant.

Subscribed and sworn to before me this 20th day of MARCH 19 65

Harry K. Needle
Notary Public

HARRY K. NEEDLE NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 MAR 23 AM 9:04

6

LIBER 163 PAGE 417

Docket ..... Folio .....

Case No. .....

Filed .....

PRUDENTIAL SAVINGS AND LOAN, INC.

vs.

KENNETH A. HARTLINE, ETAL

IN THE

CIRCUIT COURT ~~NO. 2~~

OF

No. 17,100 Equity

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of PRUDENTIAL SAVINGS AND LOAN, INC.

under the mortgage from KENNETH A. HARTLINE, MARGARET E. HARTLINE AND MINNIE M. HARTLINE

to IT

dated the 21 day of OCTOBER, 1961, and recorded among the Land Records of ~~Baltimore~~ ANNE ARUNDEL COUNTY, in Liber ..... No. 1519 Folio 164

ORIGINAL AMOUNT OF MORTGAGE	$16,000.00
PAID ON PRINCIPAL DEBT	1,770.20
BALANCE DUE ON PRINCIPAL	$14,229.80
INTEREST PAYABLE, JANURAY, FEBRUARY AND MARCH	213.45
	$14,443.25
LESS: BALANCE IN EXPENSE ACCOUNT	154.12
BALANCE PAYABLE	$14,289.13

[signature] TRUSTEE

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 20th day of MARCH in the year nineteen hundred and 65, before me, a NOTARY PUBLIC of the State of Maryland, in and for said City of Baltimore, personally appeared

HERBERT H. ROSENBAUM, TRUSTEE

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.

[signature]

FILED

1965 MAR 23 AM 9:04

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LIBER 163 PAGE 418

DECREE FOR SALE OF MORTGAGE PREMISES

PRUDENTIAL SAVINGS AND LOAN, INC.

vs.

KENNETH A. HARTLINE
MARGARET E. HARTLINE, WIFE AND
MINNIE M. HARTLINE

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 17,100 Equity

TERM, 19

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

It, is, Thereupon, This 23rd day of MARCH, in the year ANNE ARUNDEL COUNTY nineteen hundred and SIXTY-FIVE, by the Circuit Court of ~~Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that HERBERT H. ROSENBAUM be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by HIMSELF and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of FIFTEEN THOUSAND ($15000) 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 ~~City of Baltimore~~ ANNE ARUNDEL COUNTY, 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), of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of HIS proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their PERSONAL REPRESENTATIVES, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

FILED
1965 MAR 23 PM 1:32

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IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 163 PAGE 419

Prudential Savings & Loan, Inc.

versus

Kenneth A. Hartline, Margaret E. Hartline, his wife, and Minnie M. Hartline

BOOK 13 PAGE 136

BOND OF TRUSTEE TO SELL

22-436-17,100 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Herbert H. Rosenbaum
905 Fidelity 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 Fifteen Thousand and 00/100---------- Dollars ($15,000.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 14th **day of** April **in the year of our Lord one thousand, nine hundred and** sixty-five.

WHEREAS THE ABOVE BOUNDEN Herbert H. Rosenbaum

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County **has been appointed trustee to sell** Real Estate **mentioned in the proceedings in the case of**

Prudential Savings and Loan, Inc.

versus

Kenneth A. Hartline, Margaret E. Hartline, his wife, and Minnie M. Hartline

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

Herbert H. Rosenbaum

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.**

Harry K. Needle

Herbert H. Rosenbaum (SEAL)

(SEAL)

(SEAL)

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By H. Edmund Koehler
H. Edmund Koehler, Attorney

Barbara Gibson
Barbara Gibson

Bond approved this 19th day of April, 1965
Louis N. Phipps, Clerk

FILED
1965 APR 19 AM 11:18

9

HERBERT H. ROSENBAUM
Solicitor
905 Fidelity Bldg.
Balto. 1, Md.

Trustee's Sale Of

DESIRABLE FEE-SIMPLE FORMSTONE WATERFRONT DWELLING No. 232 BAR HARBOR RD.
Anne Arundel County, Md.
AND FEE-SIMPLE FRAME DWELLING NO. 233 BAR HARBOR RD.
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the Case entitled Prudential Savings and Loan Inc., a body corporate Vs. Kenneth A. Hartline, Margaret E. Hartline, his wife and Minnie M. Hartline, the undersigned, Trustee, will sell at public auction on the respective premises on

WED., APRIL 21, 1965 COMMENCING AT 2 P.M.

ALL THOSE LOTS OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

Beginning for the first thereof at an iron pipe located on the north side of the thirty foot road leading from Bar Harbor to Riviera Beach, said point being one hundred feet and laying in a northwest direction from the southeasternmost corner of Lot No. 222 shown on a plat made by J. Carson Boush December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-eight degrees twenty-nine minutes east ninety-five feet (N 28 degrees 29' E 95') to an iron pipe; thence South seventy-three degrees forty - four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26 degrees 29' W 95') to th thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being lot Numbered Two Hundred Nineteen (219) as shown on a plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

10 No.

17150

LIBER 163 PAGE 420

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

Trustee's Sale

Kenneth A. Hartline

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of 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. Tidyman

Beginning for the second thereof at an iron pipe located on the north side of the thirty foot road leading from Riviera Beach to Bar Harbor, said point being seventy-five feet and laying in a northwest direction from the southeasternmost corner of Lot 222 as shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26 degrees 29' E 95') to an iron pipe; thence south seventy-three degrees forty-four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26 degrees 29' W 95') to the thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty (220) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the third thereof at an iron pipe located on the north side of a thirty foot road leading from Riviera Beach to Bar Harbor, said point being fifty feet and laying in a northwest direction from the southeasternmost corner of Lot No. 222, shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26 degrees 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe; thence South twenty-six degrees twenty - nine minutes west ninety-five feet (S 26 degrees 29' W 95') to the thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty-one (221) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the fourth thereof at an Iron pipe located on the north side of the thirty foot road leading from Riviera Beach to Bar Harbor, said point being twenty-five feet and laying in a northwest direction from the southeastmost corner of Lot No. 222, as shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219, thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26 degrees 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe, set on the west side of another County Road, and thence with said road, South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26 degrees 29' W 95') to the first mentioned thirty foot County Road; thence with the north side of said first mentioned County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty-two (222) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife, for title see Liber G.T.C. No. 946, folio 549.

Beginning for the fifth thereof being known as Lot No. 30 as shown on the Plat of Bar Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 38, for title see J.H.H. No. 703, folio 362, Martin K. Hartline, having since died.

Properties being sold subject to restrictions, easements and agreements of record, if any.

Manner of Sale: Properties will be offered separately and then as entirety and sold in manner bringing greater amount.

Terms of Sale: Deposit of $500 required on each property at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from date of sale. Documentary stamps and County transfer charges, if any, to be paid by purchaser or purchasers.

Herbert H. Rosenbaum,
Trustee
ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

A-15

LIBER 163 PAGE 423

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 21st day of April, 1962, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared LEROY Jacobs & MEYER Mindel, purchasers at the foreclosure sale in this cause, and made oath in due form of law that ~~they is~~ he the purchasers and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal~~ is _____, and that he has not directly or indirectly discouraged anyone from bidding for the said 233 Bar Harbor Rd, H.A. Co., mentioned in the said Report of Sale.

/s/ Leroy Jacobs
Purchaser

/s/ Joseph A. Cooper
Notary Public

(SEAL) JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

/s/ Meyer Mindel
Purchaser

FILED
1965 APR 23 AM 10:48

LIBER 163 PAGE 424

Prudential Savings & Loan, Inc.,

a body corporate

VS

Kenneth A. Hartline, Margaret E. Hartline, his wife & Minnie M. Hartline.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of April 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 5025.00 to Leroy Jacobs & Meyer Mandel he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Joseph T. Cooper

Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 21st day of April 1965, purchased the property described in the attached advertisement of sale from Herbert H. Rosenbaum, Trustee at and for the sum of $ 5025.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Leroy Jacobs

Meyer Mandel

Purchaser

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1965 APR 23 AM 10:48

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LIBER 163 PAGE 425

PRUDENTIAL SAVINGS AND LOAN, INC.

vs.

KENNETH A. HARTLINE, ETAL

IN THE
CIRCUIT COURT
OF
~~XXXXXXXXX~~
ANNE ARUNDEL COUNTY

22-436-17,100

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 22nd Day of Apr, 1965

Notary Public

FILED
1965 APR 23 AM 10:48

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REPORT OF SALE

LIBER 163 PAGE 426

PRUDENTIAL SAVINGS AND LOAN, INC.

vs.

KENNETH A. HARTLINE AND
MARGARET E. HARTLINE, WIFE, AND
MINNIE M. HARTLINE

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
22 436 17,100 EQUITY

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

The Report of Sale of HERBERT H. ROSENBAUM

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

THE FEE SIMPLE PROPERTIES

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

A WEEKLY ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on WEDNESDAY the 21ST day of APRIL 19 65 at 2.00 o'clock P. M. attend on the premises and then and there sold THE PREMISES NOW KNOWN AS NO. 233 BAR HARBOR ROAD, ANNE ARUNDEL COUNTY, BEING THE 1ST, 2ND, 3RD AND 4TH LOTS DESCRIBED IN THE MORTGAGE FILED IN THIS PROCEEDING, AND BEING DESCRIBED THEREIN AS LOTS NOS. 219, 220, 221 AND 222, AS SHOWN ON A PLAT MADE BY MC CRONE, JONES AND HICKS, RECORDED WITH THE DEED DATED APRIL 29, 1939 FROM ECKART TO ECKART, AT AND FOR THE SUM OF $5,025.00 IN FEE SIMPLE, UNTO LEROY JACOBS AND MEYER MINDEL, THEY BEING THE HIGHEST BIDDERS FOR SAID PROPERTY.

Herbert H Rosenbaum

HERBERT H. ROSENBAUM, TRUSTEE

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1965 APR 23 AM 10:48

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 22nd 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 HERBERT H. ROSENBAUM,

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,

Harry K. Needle

Notary Public.

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ORDER NISI

LIBER 163 PAGE 427

Prudential Savings and Loan, Inc.

versus

Kenneth A. Hartline and

Margaret E. Hartline, wife, and

Minnie M. Hartline

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. ~~17,100~~ Equity

Ordered, this 23rd day of April, 1965, That the sale of the property in these proceedings mentioned as No. 233 Bar Harbor Road made and reported by Herbert H. Rosenbaum, Trustee

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 $5,025.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Herbert H. Rosenbaum, Atty.
(Final Order)

For the Maryland Gazette (Apr. 29th Edition)

Prudential Savings and Loan, Inc.

versus

Kenneth A. Hartline and

~~Margaret E. Hartline, wife, and~~

Minnie M. Hartline

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of June, 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 E. Sadusk
JUDGE.

FILED

1965 JUN -7 PM 12: 59

15

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 21ST day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Baltimore County, personally appeared Thomas A. Pardoe + Margaret E. Pardoe purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ [illegible], and that he has not directly or indirectly discouraged anyone from bidding for the said 232 Bar Harbor Rd, A.A. Co., mentioned in the said Report of Sale.

Thomas A. Pardoe
Purchaser

Joseph L. Cooper
Notary Public

Margaret E. Pardoe
Purchaser

JOSEPH L. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1965 APR 23 AM 10:48

16

Prudential Savings & Loan, Inc.,

a body corporate

VS

Kenneth A. Hartline, Margaret E. Hartline, his wife & Minnie M. Hartline.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

22-436-17,100

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of April 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 12,200 - to Thomas A. Purdue (and MARGARET E. PURDUE, wife he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 21st day of April 1965, purchased the property described in the attached advertisement of sale from Herbert H. Rosenbaum, Trustee at and for the sum of $12,200 ~~00~~ and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Thomas A Purdue
Purchaser

Margaret E. Purdue

FILED

1965 APR 23 AM 10:48

17

HERBERT H. ROSENBAUM
Solicitor
905 Fidelity Bldg.
Balto. 1, Md.

Trustee's Sale Of

DESIRABLE FEE-SIMPLE FORMSTONE WATERFRONT DWELLING No. 232 BAR HARBOR RD.
Anne Arundel County, Md.
AND FEE-SIMPLE FRAME DWELLING NO. 233 BAR HARBOR RD.
Anne Arundel County, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, in the Case entitled Prudential Savings and Loan Inc., a body corporate Vs. Kenneth A. Hartline, Margaret E. Hartline, his wife and Minnie M. Hartline, the undersigned, Trustee, will sell at public auction on the respective premises on

WED., APRIL 21, 1965 COMMENCING AT 2 P.M.

ALL THOSE LOTS OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

Beginning for the first thereof at an iron pipe located on the north side of the thirty foot road leading from Bar Harbor to Riviera Beach, said point being one hundred feet and laying in a northwest direction from the southeasternmost corner of Lot No. 222 shown on a plat made by J. Carson Boush December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-eight degrees twenty-nine minutes east ninety-five feet (N 28 degrees 29' E 95') to an iron pipe; thence South seventy-three degrees forty - four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26 degrees 29' W 95') to th thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being lot Numbered Two Hundred Nineteen (219) as shown on a plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the second thereof at an iron pipe located on the north side of the thirty foot road leading from Riviera Beach to Bar Harbor, said point being seventy-five feet and laying in a northwest direction from the southeasternmost corner of Lot 222 as shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26 degrees 29' E 95') to an iron pipe; thence south seventy-three degrees forty-four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe; thence South twenty-six degrees twenty-nine minutes west nincty-five feet (S 26 degrees 29' W 95') to the thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty (220) as shown on a Piat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the third thereof at an iron pipe located on the north side of a thirty foot road leading from Riviera Beach to Bar Harbor, said point being fifty feet and laying in a northwest direction from the southeasternmost corner of Lot No. 222, shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26 degrees 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe; thence South twenty-six degrees twenty - nine minutes west ninety-five feet (S 26 degrees 29' W 95') to the thirty foot County Road; thence with the north side of said County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty-one (221) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife.

Beginning for the fourth thereof at an iron pipe located on the north side of the thirty foot road leading from Riviera Beach to Bar Harbor, said point being twenty-five feet and laying in a northwest direction from the southeastmost corner of Lot No. 222, as shown on a Plat made by J. Carson Boush, Surveyor, December 13, 1920, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219, thence running North twenty-six degrees twenty-nine minutes east ninety-five feet (N 26 degrees 29' E 95') to an iron pipe; thence South seventy-three degrees forty-four minutes east twenty-five feet (S 73 degrees 44' E 25') to an iron pipe, set on the west side of another County Road, and thence with said road, South twenty-six degrees twenty-nine minutes west ninety-five feet (S 26 degrees 29' W 95') to the first mentioned thirty foot County Road; thence with the north side of said first mentioned County Road, North seventy-three degrees forty-four minutes west twenty-five feet (N 73 degrees 44' W 25') to the point of beginning.

Being Lot Numbered Two Hundred Twenty-two (222) as shown on a Plat made by McCrone, Jones and Hicks, recorded with the deed dated April 29, 1939, from Andrew G. Eckart and wife to Edward S. Eckart and wife, for title see Liber G.T.C. No. 946, folio 549.

Beginning for the fifth thereof being known as Lot No. 30 as shown on the Plat of Bar Harbor, recorded among the Plat Records of Anne Arundel County in Plat Book 15, folio 38, for title see J.H.H. No. 703, folio 362, Martin K. Hartline, having since died.

Properties being sold subject to restrictions, easements and agreements of record, if any.

Manner of Sale: Properties will be offered separately and then as entirety and sold in manner bringing greater amount.

Terms of Sale: Deposit of $300 required on each property at time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County, in Equity and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from date of sale. Documentary stamps and County transfer charges, if any, to be paid by purchaser or purchasers.

Herbert H. Rosenbaum,
Trustee
ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

A-15

REPORT OF SALE

LIBER 163 PAGE 432

PRUDENTIAL SAVINGS AND LOAN, INC.

vs.

KENNETH A. HARTLINE AND
MARGARET E. HARTLINE, WIFE AND
MINNIE M. HARTLINE

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
22 436 17,100 EQUITY

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

The Report of Sale of HERBERT H. ROSENBAUM

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

THE FEE SIMPLE PROPERTIES

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

A WEEKLY ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on WEDNESDAY the 21ST day of APRIL 19 65 at 2.00 o'clock P. M. attend on the premises and then and there sold THE PREMISES NOW KNOWN AS NO. 232 BAR HARBOR ROAD, ANNE ARUNDEL COUNTY, BEING THE 5TH LOT DESCRIBED IN THE MORTGAGE FILED IN THIS PROCEEDINGS AND BEING DESCRIBED THEREIN AS LOT NO. 30 AS SHOWN ON THE PLAT OF BAR HARBOR, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT BOOK NO. 15 FOLIO 38, UNTO THOMAS A. PARDOE AND MARGARET E. PARDOE, HIS WIFE, AT AND FOR THE SUM OF TWELVE THOUSAND TWO HUNDRED ($12,200.00) OLLARS IN FEE SIMPLE, THEY BEING THE HIGHEST BIDDERS FOR SAID PROPERTY.

Herbert H. Rosenbaum
HERBERT H. ROSENBAUM, TRUSTEE

FILED
1965 APR 23 AM 10:48

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 22nd 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 HERBERT H. ROSENBAUM

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,

HARRY K. NEEDLE NOTARY PUBLIC BALTIMORE

Harry K. Needle
Notary Public.

18

ORDER NISI

LIBER 163 PAGE 433

Prudential Savings and Loan, Inc.

versus

Kenneth A. Hartline and
Margaret E. Hartline, wife, and
Minnie M. Hartline

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,100 Equity

Ordered, this 23rd day of April, 19 65, That the sale of the property in these proceedings mentioned as No. 232 Bar Harbor Road made and reported by Herbert H. Rosenbaum, Trustee

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 $ 12,200.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Herbert H. Rosenbaum, Atty.
(Final Order)

For the Apr. 29th Edition (Maryland Gazette)

Prudential Savings and Loan, Inc.

versus

Kenneth A. Hartline and
Margaret E. Hartline, wife, and
Minnie M. Hartline

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of June, 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 Sadusc
JUDGE.

FILED

1965 JUN -7 PM 12: 59

19

LIBER 163 PAGE 434

PRUDENTIAL SAVINGS & LOAN ASSOCIATION Baltimore, Maryland	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
KENNETH A. HARTLINE, et al 232 Bar Harbor Road Pasadena, Maryland	*	Docket 22 Folio 436 File 17,100
Defendants	*	

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Commerce Investment Company by Warren J. Weinberger, its attorney, respectfully represents:

1. That your Petitioner has filed a Nar of Confession of Judgment against Kenneth Hartline, Minnie Hartline and others in the Superior Court of Baltimore City on January 25, 1965; thereafter judgment was obtained in the amount of Twenty-six Hundred Thirty-two Dollars and Twenty Cents. ($2,632.20), plus attorney's fees in the amount of Three Hundred Ninety-Four Dollars and Eighty-three Cents ($394.83), plus court costs and interest; thereafter a copy of docket entries was placed on the judgment records of Anne Arundel County on January 28, 1965 Case No. B-3043 Law; a certified copy of said judgment is herewith attached and marked Petitioner's Exhibit "A".

2. The said Judgment represents financing of work done and material furnished on the property known as 233 Bar Harbor Road, Pasadena, Maryland, said property being owned by the said Defendants.

3. The said property and another property was sold on April 21, 1965 and Report of Sale was entered in this Court

FILED
1965 APR 29 AM 9:01

20

on April , 1965 in the amount of Seventeen Thousand Two Hundred Twenty-Five Dollars ($17,225.00), said amount representing more than is claimed by the first mortgage holder.

WHEREFORE, your Petitioner prays that an Order be passed by your Honorable Court allowing its claim, subject to its legal priority and subject to the usual exemptions.

AND, as in Duty Bound, etc.

WARREN J. WEINBERGER
Attorney for Plaintiff
1001 Court Square Building
Baltimore, Maryland 21202
Sa. 7-5902

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared WARREN J. WEINBERGER, Attorney for the Petitioner in the above entitled case, and made oath in due form of law that the matters and facts set forth in the above Petition are true best to his knowledge and belief.

NOTARY PUBLIC

21

LIBER 163 PAGE 436

ORDER

It is hereby ORDERED on this 29 day of April, 1965, by the Circuit Court of Anne Arundel that the said Auditor shall allow the claim of the Commerce Investment Company, as set forth by the within Petition subject to its legal priority, and subject to the usual exceptions.

George Jackson
JUDGE

FILED
1965 APR 30 AM 9:06

22

LIBER 163 PAGE 437

Folio 24. Docket CJ-14

File 12503-C

COPY OF DOCKET ENTRIES AND SHORT COPY OF JUDGMENT

In the Superior Court of Baltimore City

The Commerce Investment Company

vs.

William R. Smith and
Sarah H. Smith, his wife
and
Kenneth Hartline and
Minnie M. Hartline, his wife

Action commenced 25 January 1965

Warren J. Weinberger

Plaintiffs Attorney

Melvyn J. Weinstock

Defendants Attorney

25 Jan. 1965 Action docketed by consent. Mem. Nar One Promissory Note with warrant of Attorney and Affidavit of Non-Military Service fd.

25 Jan. 1965 Voluntary appearance for Defendant, Rule Plea.

25 Jan. 1965 Judgment by confession in favor of the Plaintiff for $2,632.20 with interest from date and costs of suit.

25 Jan. 1965 Attorneys Fee $394.83 waiver of exemption.

25 Jan. 1965 Order of Plaintiff's and Defendant's Attorneys fd.

25 Jan. 1965 Writ and one copy sent to Sheriff to be served, as to Minnie M. Hartline. Non Est.

25 Jan. 1965 Three copies sent to Sheriff of Anne Arundel County as to Defendants William R. Smith, Sarah H. Smith and Kenneth Hartline. Summoned Kenneth Hartline. Non Sunt as to William R. Smith and Sarah H. Smith.

(Copy $2.50 Paid)

Plaintiff's Costs, $15.20 Paid **Defendant's Costs,** $ 8.25 Paid

State of Maryland, Baltimore City, Sct.

I HEREBY CERTIFY, That the aforegoing is a true copy of the Docket entries and short copy of the Judgment in the above entitled cause, taken from the Record of Proceedings of the Superior Court of Baltimore City. And I hereby further certify, that said Record contains no entry nor proceeding to show that the Judgment aforesaid has been satisfied, either in whole or in part.

In Testimony Whereof, I hereunto set my hand and affix the seal of the said Court, this 28th day of April, A. D. 19 65.

James T. Carney

Clerk of the Superior Court of Baltimore City

1965 APR 29 AM 9:01 FILED

1000—9-62

23

LIBER 163 PAGE 438

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,100 Equity

Prudential Savings and Loan, Inc.

versus

KENNETH A. HARTLINE and MARGARET E. HARTLINE, WIFE, and MINNIE M. HARTLINE

Ordered, this 23rd day of April, 1965, That the sale of the property in these proceedings mentioned as No. 232 Bar Harbor Road made and reported by Herbert H. Rosenbaum, Trustee 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 1st day of June next.

The report states that the amount of sale was $12,200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-20

FILED
1965 MAY 24 PM 1:59

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. 17,100
Kenneth A. Hartline
$12,200.00

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 1st day of June, 1965. The first insertion being made the 29th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

24 No. M. G. 4421

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,100 Equity

Prudential Savings and Loan, Inc.

versus

KENNETH A. HARTLINE and MARGARET E. HARTLINE, wife, and MINNIE M. HARTLINE

Ordered, this 23rd day of April, 1965, That the sale of the property in these proceedings mentioned as No. 233 Bar Harbor Road made and reported by Herbert H. Rosenbaum, Trustee 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, onee in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $5,025.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-20

1965 MAY 24 PM 1:59 FILED

LIBER 163 PAGE 439

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. 17,100
Kenneth A. Hartline
$5,025.00

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 1st day of June, 1965. The first insertion being made the 29th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

25

No. M. G. 4420

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

DOCK 22 LIBER 13 PAGE 179

FOLIO 436

No. 17,100 Equity

LIBER 163 PAGE 440

Prudential Savings & Loan, Inc.

versus

Kenneth A. Hartline, Margaret E. Hartline, his wife and Minnie M. Hartline

ADDITIONAL
BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, Herbert H. Rosenbaum
905 Fidelity 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 Two Hundred Twenty Five and 00/100---------- Dollars ($ 2,225.00) 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 2nd day of June in the year of our Lord one thousand, nine hundred and sixty-five.

WHEREAS THE ABOVE BOUNDEN Herbert H. Rosenbaum

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

Prudential Savings and Loan, Inc.

versus

Kenneth A. Hartline, Margaret E. Hartline, his wife, and Minnie M. Hartline

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden

Herbert H. Rosenbaum

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.

Herbert H. Rosenbaum (SEAL)

(SEAL)

(SEAL)

Barbara A. Wheeler

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
By H. Edmund Koehler
H. Edmund Koehler, Attorney

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1965 JUN -7 AM 9:20

Bond approved this 1st day of June, 1965
Louis N. Phipps, Clerk

26

In the Case of

PRUDENTIAL SAVINGS AND LOAN, INC.

VS.

KENNETH A. HARTLINE, et al

In the

Circuit Court

For

Anne Arundel County

No. 17,100 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 JUL 27 PM 2:13

All of which is respectfully submitted.

July 27, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of August, 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: C. B. Tolliver, deputy

FILED
1965 AUG 12 AM 10:13

27

28

Dr. PRUDENTIAL SAVINGS AND LOAN, INC. vs. KENNETH A. HARTLINE, et al

LIBER 163 PAGE 442

In Acct. with HERBERT H. ROSENBAUM, Trustee

Cr.

1965, April 21						
Proceeds of Sale - 232 Bar Harbor Road	12,200	00				
Proceeds of Sale - 233 Bar Harbor Road	5,025	00	17,225	00		
Interest on deferred payment of $11,700.00 from						
4/21/65 to 7/16/65 @ 6% - 232 Bar Harbor Road	165	76				
Interest on deferred payment of $4,525.00 from						
4/21/65 to 6/9/65 @ 6% - 233 Bar Harbor Road	36	13	201	89		
Refund 1965 taxes 4/21/65 to 6/30/65 - (42:50) on						
233 Bar Harbor Road	18	23				
Refund 1965 water rent - 4/21/65 to 5/1/65 (3 mos.						
3.60) on 233 Bar Harbor Road		36	18	59		
					17,445	48
To Trustee for commissions, viz:	552	81				
To Trustee for fee, viz:	250	00	802	81		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	45	75				
Auditor - stating this account	40	00	95	75		
To Trustee for expenses, viz:						
Capital-Gazette Press - advertising sale	23	00				
Capital-Gazette Press - Order nisi, sale (2)	30	00				
The Sunpapers - advertising sales	61	60				
Alex Cooper Auctioneers'Inc. - auctioneer's fee	550	63				
The F. & C. Company of N. Y. - bond premium	69	00				
A.A. Sanitary Assessment - 232 Bar Harbor Road	40	88				
" " " - 233 Bar Harbor Road	60	04				

Refund rent paid in advance, 4/21/ to 5/17/65 (80.00)	66	75			
Release & Recording Bohemian Share Mortgage	13	50			
Harry K. Needle - notary fees	2	00	1,125	40	
To Prudential Savings and Loan, Inc. - Mortgage claim in full as filed	14,289	13			
Interest on principal balance of $14,229.80 from 4/1/65 to 8/12/65 - 133 days @ 6%	310	78	14,599	91	
To Commerce Investment Company this balance on account of Judgment claim filed	821	61	821	61	
					17,445 48

LIBER 163 PAGE 444

ISAAC HECHT, ASSIGNEE	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
CAPITOL DRAGWAY, INC.	:	IN EQUITY

No. 17,097.

ORDER TO DOCKET FORECLOSURE

MR. CLERK:

Please docket the above entitled case and file the original Mortgage dated December 29th, 1961 from Capitol Dragway, Inc. to Benjamin H. Katcef, et. al. which mortgage is duly recorded among the Land Records of Anne Arundel County in Liber GTC No. 1541 at Folio 373, etc., as "EXHIBIT A," and file the Assignment of Mortgage dated August 26th, 1963 from Benjamin H. Katcef, etc. al. to Eastpoint Motors, Inc., which Assignment is duly recorded among the Land Records aforesaid in Liber LNP No. 1698 at Folio 104, etc., as "EXHIBIT B," and file the certified copy of Mortgage dated October 3rd, 1963 from Capitol Dragway, Inc. et. al. to Eastpoint Motors, Inc., the original of which Mortgage is duly recorded among the Land Records aforesaid in Liber LNP No. 1701 at Folio 45, etc., as "EXHIBIT C," and file the Assignment dated March 18th, 1965 from Eastpoint Motors, Inc. to Isaac Hecht, which Assignment is intended to be recorded among the Land Records aforesaid immediately prior to the filing of this proceeding and mark the same as "EXHIBIT D."

Isaac Hecht

Isaac Hecht, Assignee
27th floor - 10 Light Street
Baltimore, Md. 21202
Plaza 2-1169

~~FILED~~
~~1965 MAR 19 PM 3:38~~

FILED
1965 MAR 22 AM 10:04

720.17,09 Equity

Exhibit A

THIS PURCHASE MONEY MORTGAGE, Made this 29th day of December, in the year one thousand nine hundred and sixty-one, by and between CAPITOL DRAGWAY, INC., a Corporation organized and existing under the laws of the Stateof Maryland, party of the first part, Mortgagor, and BENJAMIN H. KATCEF, (also known as BEN H. KATCEF), and FANNIE B. KATCEF, his wife; SAMUEL J. KATCEF and SYLVIA B. KATCEF, his wife; JOSEPH S. KATCEF and SYLVIA F. KATCEF, his wife; LEON J. KATCEF and BEATRICE B. KATCEF, his wife; and PHILIP H. KATCEF, unmarried, of Anne Arnnded County, State of Maryland, parties of the second part, Mortgagees.

WHEREAS, the said Mortgagor stands bona fide indebted unto the said Mortgagees in the full and jsut sum of Forty-Two Thousand Six Hundred Dollars ($42,600.00), being cash money this day loaned and advanced by the latter to the former, and used and applied as part of the purchase price for the lot of ground hereinafter described, which said principal sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagees in six consecutive equal semi-yearly installments of Seven Thousand One Hundred Dollars ($7,100.00) each, as follows: the first installment to be due and payable on June 15, 1962, and the second installment to be due and payable on November 15, 1962; thereafter payment shall be due on the 15th day of each succeeding June and November until November 15, 1964, when the whole of said principal sum then owing shall become due and payable, together with interest to accrue on the unpaid balances of principal at the rate of six per centum per annum, accounting from the date hereof, and payable in semi-yearly installments at the same times of such payments of principal aforesaid, both principal and interest being payable in lawful money of the United States of America.

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WHEREAS, prior to default hereunder and prior to maturity hereof, and at any time after two months from the date hereof, the said Mortgagors shall have the right and privilege of prepaying the principal indebtedness secured hereby, in whole or in part, without penalty, in multiples of One Hundred Dollars ($100.00) on any interest payment date, interest to abate proportionately from the date of each and every payment so made on account; and

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WHEREAS, it was a condition precedent to the granting of the said loan, that it be secured by a mortgage, wherefore these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said party of the first part, Mortgagor, does hereby grant and

convey unto the said parties of the second part, Mortgagees, their heirs and assigns, in fee simple, all that lot of ground situate inthe Fourth Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same at an iron pipe set in the NOrth 52° East 882.75 foot line of the conveyance from Emil Ruppert and Katie Ruppert, his wife, to Carey L. Meredith by deed dated September 9, 1930, and recorded among the Land Records of Anne Arundel County,in Liber F.S.R. No. 76, folio 471, said point being located South 52° 23 minutes West 358 feet from a stone at the end of said line, said point also being in the center line of an old road leading through the above mentioned conveyance from the State Road and running from thence and with the center line of said old road South 43° 02 minutes East 138.5 feet, South 62° 45 minutes East 158.8 feet and South 36° 47 minutes East 279.14 feet to the Southeast side of another road established to take the place of the first mentioned road (said new road runs along the west line of the Gantt property and along the rear line of the Gantt, Queen and Price properties); thence with the Southeast side of said road South 53° 23 minutes West 557.56 feet to a pipe set on the Northeast property line of the conveyance from Carey L. Meredith to Charles Harris, recorded among the above mentioned Land Reoords in Liber F.S.R. No. 105, folio 307; thence with said line North 63° 29 minutes West 2130.97 feet to a point on the east bank of the Little Patuxent River; thence continuing north 63.29 minutes west to a point on the west bank of said Little Patuxent River; thence with the neanders of the west bank of said River in a northerly direction to a point where the first line of the above first-mentioned conveyance, if extended in a southwesterly direction, would intersect the west bank of said Rivaer; thence crossing said River and with said extension and said first line as corrected for magnetic difference, north 57° 9 minutes east for an undetermined distance to a pipe at the end of said first line; thence South 30° 21 minutes East 527.7 feet to a stone at the Northwest corner of the subdivision of Landwehr's tract recorded among the Plat Records of Anne Arundel County in Plat Cabinet #1, Rod A-8, folio 11; thence with the West line of said subdivision and still with the outlines of the first above mentioned conveyance to Meredity South 30° 21 minutes East 1262.5 feet to a pipe; South 26° 21 minutes East 1402.5 feet to a pipe; South 22° 21 minutes East 627 feet to a pipe; South 12° 51 minutes East 869.81 feet to a point near Towsers Branch; thence crossing said branch, and the lowlands South 04° 07 minutes East 389.64 feet to a pipe and North 52° 23 minutes East 524.75 feet to the place of beginning. Containing 117 acres more or less, exclusive of the area lying in the bed of the Little Patuxent River.

SUBJECT to easement to Anne Arundel County Sanitary Commission dated December 20, 1960, recorded in Liber G.T.C. No. 1461, folio 488, Anne Arundel County Land Records.

BEING the remaining part of the above mentionedconveyance from Ruppert to Meredith, only the land lines having been surveyed. This survey was made by J. R. McCrone, Jr., Inc., registered professional engineers and land surveyors, in March, 1953, and redescribed to include the bed of the Little Patuxent River in January, 1962, by J. R. McCrone, Jr., Inc.

BEING ALSO the same tract of land which by deed dated October 22, 1953, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 793, folio 264, was granted and conveyed by Raymond G. Chaney, Lawrence W. Chaney, Merel S. Chaney and Lester L. Chaney unto Benjamin H. Katcef, Leon J. Katcef, Samuel J. Katcef, Philip H. Katcef, and Joseph S. Katcef, as joint tenants, and not as tenants in common, in fee simple.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagees, Benjamin H. Katcef,

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(also known as Ben H. Katcef), Fannie B. Katcef, his wife, Samuel J. Katcef and Sylvia B. Katcef, his wife, Leon J. Katcef and Beatrice B. Katcef, his wife, Joseph S. Katcef and Sylvia F. Katcef, his wife, and Philip H. Katcef, unmarried, their executors, administrators and assigns, in fee simple, forever.

PROVIDED, that if the said Capitol Dragway, Inc., its successors and assigns, shall well and truly pay or cause to be paid the said principal sum of money loaned as foresaid, and the interest thereon shall be paid when due, and if all covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

This mortgage is not subject to subordination at this time. However, by agreement between the parties hereto, the subordination of parts or areas of the said tract may hereafter be considered.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other general or local laws of the State of Maryland, relating to Mortgages, including amendments, supplements or additions thereto, do hereby (1) declare their assent to the passing of the 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, asherein provided); and the said Mortgagor does (2) also authorize the said Mortgagees, their heirs, and assigns, or by its 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 in which the land is situate; and the party selling may also give such other notice as he

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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.

AND it is agreed that upon any sale of said property under this Mortgage, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of One Hundred Fifty Dollars ($150.00) for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the Mortgagees or their assignees or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the Court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagees, their heirs and assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said Mortgagor, its successors and assigns. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, its successors and assigns, in the event that the Mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said Mortgagor, its successors and assigns, shall have possession of the property, upon paying in the meantime, all taxes and assessments, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, public dues and charges, the said

Mortgagor, on behalf of itself, its successors and assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the Mortgagees the receipted bills thereof, at the place of business of the Mortgagees, or their agent. And upon any default in any of the covenants of this mortgage, the Mortgagees shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the Mortgagees as additional security.

AND the said Mortgagor, on behalf of itself, its successors and assigns, covenants to keep the improvements on the land insured against loss by fire and other hazards required by the Mortgagees, their heirs and assigns, in an insurance company or companies selected by, and in an amount designated by, the said Mortgagees and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said Mortgagees, their heirs and assigns, to the extent of the lien or claim under this Mortgage, and to deliver the policy or policies to the Mortgagees, to be kept by the Mortgagees. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the Mortgagor to make payment for such loss to the Mortgagees only, and not to the Mortgagor and Mortgagees jointly; such payment to the Mortgagees shall be applied to the extinquishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this Mortgage, or such money so payable may, with the consent of the Mortgagees be applied to the repairing of the premises damaged. And the

said Mortgagor also covenants and agrees that no fire or other hazard insurance shall be affected or remain in force on the hereby mortgaged property except as provided for herein. And the said Mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WHEREVER the singular or plural number, or masculine, feminine, or neuter gender is used herein, it shall equally include the other, and every mention of the Mortgagor or Mortgagees shall include the heirs, executors, administrators, successors and assigns of the party so designated.

AS WITNESS the signature of said body corporate by the hand of Robert V. Carr, Sr., President, and its Corporate Seal hereto affixed.

ATTEST:

George W. Carr

CAPITOL DRAGWAY, INC.

BY: Robert V. Carr, Sr.

Robert V. Carr, Sr. President

CAPITOL DRAGWAY INC. INCORPORATED 1961 MARYLAND

STATE OF MARYLAND)
COUNTY OF BALTIMORE) To Wit:

I HEREBY CERTIFY that on this 29th day of December 1961, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Robert V. Carr, Sr., President of CAPITOL DRAGWAY, INC., a body corporate, duly incorporated under the laws of the State of Maryland, the Mortgagor named in the aforegoing mortgage, and he acknowledged the aforegoing mortgage

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LIBER 163 PAGE 451

BOOK 1541 PAGE 379

to be the act of said body corporate. At the same time also appeared Ben H. Katcef and Fannie B. Katcef, his wife, Samuel J. Katcef and Sylvia B. Katcef, his wife; Joseph S. Katcef and Sylvia F. Katcef, his wife; Leon J. Katcef and Beatrice B. Katcef, his wife; and Philip H. Katcef, unmarried, Mortgagees, 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.

Notary Public
Louise P. Ward

1950.

Rec'd for record Feb. 2, 1962 at 12:19 P.M.
Mailed to John Hoff

For value received we hereby assign the within mortgage and the debt thereby secured to the Maryland National Bank, Annapolis, Maryland.

Witness our hands and seals this 30 day of June 1962

Witness Jack Cohen — Benjamin H. Katcef (Seal)
Jack Cohen — Fannie B. Katcef (Seal)
Jack Cohen — Samuel J. Katcef (Seal)
Jack Cohen — Sylvia B. Katcef (Seal)
Jack Cohen — Joseph S. Katcef (Seal)
Jack Cohen — Sylvia F. Katcef (Seal)
Jack Cohen — Leon J. Katcef (Seal)
Jack Cohen — Beatrice B. Katcef (Seal)
Jack Cohen — Philip H. Katcef (Seal)

26166

Mailed to Md. Nat'l Bank Annapolis, Md.

See reverse side for assignment

9

For value received we hereby assign the within mortgage and the debt therby secured to Benjamin H. Katcef, Fannie B. Katcef, Samuel J. Katcef, Sylvia B. Katcef, Joseph S. Katcef, Sylvia F. Katcef, Leon S. Katcef, Beatrice B. Katcef, and Philip H. Katcef,

Witness our hands and seals this 4th day of October, 1963.

MAIL to

Maryland National Bank, Annapolis, Md.

Attest: Lilian C. Wotton

Lilian C. Wotton, Asst. Cashier

Tilden O. Atwell, Vice President.

Tilden O. Atwell , Vice President

Mail to
John Gelb
421 Ritchie Hwy
N.
Glen Burnie
Md

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1963 OCT -4 PM 12:50
& RECORDED IN LIBER LMP
NO. 1541 FOLIO 379
LOUIS N. PHIPPS, CLERK

2

MORTGAGE

From:

CAPITOL DRAGWAY, INC.

To:

BEN H. KATCEF and FANNIE B. KATCEF, his wife, et al

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1962 FEB -2 PM 12:19
& RECORDED IN LIBER GTC
NO. 1541 FOLIO 373
GEO. R. DRUMWELL, CLERK

1950

ROBERT J. CALLANAN
Attorney at Law
62d Munsey Building
Baltimore 2, Maryland
LE 9-0056

KOSCO.

LIBER 163 PAGE 453

ASSIGNMENT OF MORTGAGE

BOOK 1698 PAGE 104

No. 17,097 Equity

THIS ASSIGNMENT OF MORTGAGE, Made this 26th day of August in the year one thousand nine hundred and sixty-three by Benjamin H. Katcef, (also known as Ben H. Katcef), and Fannie B. Katcef, his wife; Samuel J. Katcef and Sylvia B. Katcef, his wife; Joseph S. Katcef and Sylvia F. Katcef, his wife; Leon J. Katcef and Beatrice B. Katcef, his wife; and Philip H. Katcef, unmarried, of Anne Arundel County, State of Maryland, parties of the first part.

Exhibit B

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and assign unto Eastpoint Motors, Inc., a body corporate of the State of Maryland, party of the second part, all their right, title and interest in a certain mortgage made to the parties of the first part by Capitol Dragway, Inc., a body corporate of the State of Maryland, dated the 29th day of December, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1541, folio 373, etc.,

AS WITNESS our hands and seals the day and year first above written.

TEST:

J. Fred Stehle	Benjamin H. Katcef (SEAL) Benjamin H. Katcef (also known as Ben H. Katcef)
J. Fred Stehle	Fannie B. Katcef (SEAL) Fannie B. Katcef
J. Fred Stehle	Samuel J. Katcef (SEAL) Samuel J. Katcef
J. Fred Stehle	(SEAL) Sylvia B. Katcef
J. Fred Stehle	Joseph S. Katcef (SEAL) Joseph S. Katcef
Salem M. Woolford	Sylvia F. Katcef (SEAL) Sylvia F. Katcef
Salem M. Woolford	(SEAL) Leon J. Katcef
Salem M. Woolford	Beatrice B. Katcef (SEAL) Beatrice B. Katcef
Salem M. Woolford	(SEAL) Philip H. Katcef

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10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th of August in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Benjamin H. Katcef (also known as Ben H. Katcef) and Fannie B. Katcef, his wife, and they acknowledged the foregoing Assignment of Mortgage to be their act.

As witness my hand and Notarial Seal.

Evelyn V. Scherer
Evelyn V. Scherer Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th of August in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Samuel J. Katcef and Sylvia B. Katcef, his wife, and they acknowledged the foregoing Assignment of Mortgage to be their act.

As witness my hand and Notarial Seal.

Evelyn V. Scherer
Evelyn V. Scherer Notary Public

STATE OF MARYLAND ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th of August in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Joseph S. Katcef and Sylvia F. Katcef, his wife, and they acknowledged the foregoing Assignment of Mortgage to be their act.

As witness my hand and Notarial Seal.

Evelyn V. Scherer
Evelyn V. Scherer Notary Public

LIBER 163 PAGE 455

BOOK 1698 PAGE 106

STATE OF MARYLAND ANNE ARUNDEL COUNTY , TO WIT:

I HEREBY CERTIFY, That on this 26th of August in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Leon J. Katcef and Beatrice B. Katcef, his wife, and they acknowledged the foregoing Assignment of Mortgage to be their act.

As witness my hand and Notarial Seal.

Evelyn V Scherer

Evelyn V. Scherer Notary Public

STATE OF MARYLAND ANNE ARUNDEL COUNTY , TO WIT:

I HEREBY CERTIFY, That on this 26th of August in the year one thousand nine hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Philip H. Katcef, and he acknowledged the foregoing Assignment of Mortgage to be his act.

As witness my hand and Notarial Seal.

Evelyn V Scherer

Evelyn V. Scherer Notary Public

Rec'd for record Oct. 4 1963 at 10:57 A.M.

Mailed to Burke, Herbert & Wilson

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LIBER 163 PAGE 456

LIBER 4211 PAGE 296 BOOK 1701 PAGE 45

NO STAMPS REQUIRED OLD.

THIS MORTGAGE, Made this 3rd day of October in the year one thousand nine hundred and sixty-three, by and between CAPITOL DRAGWAY, INC., a body corporate of the State of Maryland, AUSTIN C. JOHNSON and DOROTHY JOHNSON, his wife, of the County of Baltimore, State of Maryland, and FRANK S. STECHER, JR. and ANNE L. STECHER, his wife, of the County of Baltimore, State of Maryland, parties of the first part, Mortgagors, and EASTPOINT MOTORS, INC., a body corporate of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, CAPITOL DRAGWAY, INC. executed and delivered a mortgage to Benjamin H. Katcef, (also known as Ben H. Katcef) hereinafter referred to as Benjamin H. Katcef, et al, dated December 29, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1541, folio 373, which mortgage is now in default for nonpayment of principal and interest as therein provided, and

WHEREAS, CAPITOL DRAGWAY, INC. does hereby acknowledge that there is currently due and owing by it to Benjamin H. Katcef, et al, the sum of Twenty Eight Thousand ~~Four~~ FIVE Hundred SIXTY TWO ($28,5620) Dollars (~~$28,400.00~~), plus interest from ~~November 15, 1962~~ JUNE 28, 1963, and does further acknowledge that there are no defenses available to it against the mortgagees in the original mortgage, and

WHEREAS, in order to secure the said indebtedness, Austin C. Johnson and Frank S. Stecher, Jr., the holders of ~~sixty-three~~ and one-third per cent (63 1/3%) of the outstanding stock of Capitol Dragway, Inc., agree to execute these presents, and

WHEREAS, the said parties of the first part stand justly indebted unto the said party of the second part in the full and just sum of Eleven Thousand Dollars ($11,000.00) and in consideration of an extension of payments and a revised schedule for payments, as hereinafter provided, under the mortgage assigned to the party of the second part by Benjamin H. Katcef, et al, which Assignment of Mortgage is dated August 26th, 1963, and intended to be recorded among the Land Records of Anne Arundel County prior hereto, and

WHEREAS, in order to further secure the said indebtedness, Austin C. Johnson and Dorothy Johnson, his wife, and Frank S. Stecher, Jr. and Anne L. Stecher, his wife, agree to execute these presents, and join the hereinafter described properties as additional security for said loans, and

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EXHIBIT C

WHEREAS, the Mortgagors have agreed to repay the mortgage indebtedness in monthly installments of ONE THOUSAND DOLLARS ($1,000.00) each per month on the ~~3rd~~ 1st MONDAY day of each and every month, beginning ~~November~~ THE FIRST MONDAY IN NOVEMBER 1963, and continuing on the 1st MONDAY day of each and every month thereafter until ~~September~~ THE FIRST MONDAY IN NOVEMBER 1964, which sum is to be applied to the Eleven Thousand Dollars ($11,000.00) indebtedness; and thereafter the Mortgagors agree to repay the remaining unpaid balance on their mortgage dated December 29, 1961, with a present balance of Twenty Eight Thousand ~~Four~~ FIVE SIXTY TWO ($28,562.00) Hundred Dollars (~~$28,400.00~~), plus interest from ~~November 15, 1962~~ JUNE 28, 1963, in monthly installments of ONE THOUSAND DOLLARS ($1,000.00) each per month on the 1st MONDAY of each and every month, beginning THE FIRST MONDAY IN ~~October~~ NOVEMBER 1964, and continuing on the 1st MONDAY day of each and every month thereafter until ~~September~~ THE FIRST MONDAY IN ——, 1966, at which time any remaining balance in the hereinbefore described mortgage dated December 29, 1961, by and between Capitol Dragway, Inc., and Benjamin H. Katcef, et al, is to be paid in full; said payments to include interest on the unpaid balance due from time to time, and

WHEREAS, upon the payment of the sum of Three Thousand Five Hundred Dollars ($3,500.00), without penalty, toward the principal indebtedness in excess of the regular monthly payments herein provided for, the Mortgagors shall be entitled to a partial release of this Mortgage, releasing property known as No. 1116 Hampton Garth, from the legal operation and effect of this Mortgage, retaining however the lien upon the remaining properties securing the indebtedness until the full sum shall be paid in full, and

WHEREAS, the parties hereby agree that in the event of any default, in this mortgage, the mortgage dated December 29, 1961, and hereinbefore more fully described, shall be determined to be in default at the option of the Mortgagee, its successors or assigns, and

FURTHERMORE, as a condition precedent to the advance of this sum by the above named Mortgagee, it is agreed that these presents be executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the Mortgagors do grant and convey unto the Mortgagee, its successors and assigns all those lots or parcels of ground described as follows, to wit:

FOR THE FIRST THEREOF all that lot of ground situate and lying in the Fourth Election District of Anne Arundel County, beginning at an iron pipe set in the North 52 degrees East

882.75 foot line of the conveyance from Emil Ruppert and Katie Ruppert, his wife, to Carey L. Meredith by deed dated September 9, 1930, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 76, folio 471, said point being located South 52 degrees 23 minutes West 358 feet from a stone at the end of said line, said point also being in the center line of an old road leading through the above mentioned conveyance from the State Road and running from thence and with the center line of said old road South 43 degrees 02 minutes East 138.5 feet, South 62 degrees 45 minutes East 158.8 feet and South 36 degrees 47 minutes East 279.14 feet to the Southeast side of another road established to take the place of the first mentioned road (said new road runs along the west line of the Gantt property and along the rear line of the Gantt, Queen and Price properties); thence with the Southeast side of said road South 53 degrees 23 minutes West 557.56 feet to a pipe set on the Northeast property line of the conveyance from Carey L. Meredith to Charles Harris, recorded among the above mentioned LandRecords in Liber F.S.R. No. 105, folio 307; thence with said line North 63 degrees 29 minutes West 2130.97 feet to a point on the east bank of the Little Patuxent River; thence continuing north 63.29 minutes west to a point on the west bank of said Little Patuxent River; thence with the neanders of the west bank of said River in a northerly direction to a point where the first line of the above first-mentioned conveyance, if extended in a southwesterly direction, would intersect the west bank of said River; thence crossing said River and with said extension and said first line as corrected for magnetic difference, north 57 degrees 9 minutes east for an undetermined distance to a pipe at the end of said first line; thence South 30 degrees 21 minutes East 527.7 feet to a stone at the Northwest corner of the subdivision of Landwehr's tract recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-8, folio 11; thence with the West line of said subdivision and still with the outlines of the first above mentioned conveyance to Meredith South 30 degrees 21 minutes East 1262.5 feet to a pipe; South 26 degrees 21 minutes East 1402.5 feet to a pipe; South 22 degrees 21 minutes East 627 feet to a pipe; South 12 degrees 51 minutes East 869.81 feet to a point near Towsers Branch; thence crossing said branch, and the lowlands South 64 degrees 07 minutes East 389.64 feet to a pipe and North 52 degrees 23 minutes East 524.75 feet to the place of beginning. Containing 117 acres more or less, exclusive of the area lying in the bed of the Little Patuxent River.

SUBJECT to easement to Anne Arundel County Sanitary Commission dated December 20, 1960, recorded in Liber G.T.C. No. 1461, folio 488, Anne Arundel County Land Records.

BEING the remaining part of the above mentioned conveyance from Ruppert to Meredith, only the land lines having been surveyed. This survey was made by J. R. McCrone, Jr., Ino., registered professional engineers and land surveyors, in March, 1953, and redescribed to include the bed of the Little Patuxent River in January, 1962, by J. R. McCrone, Jr., Inc.

BEING ALSO the same tract of land which by deed dated December 20, 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1541, folio 264, was granted and conveyed by Benjamin H. Katcef, et al, unto Capitol Dragway, Inc., one of the within named Mortgagors, in fee simple.

FOR THE SECOND THEREOF all that lot of ground situate and lying in Baltimore County, being known and designated as lot No. 27 in block I, on Plat two, section 4, Lock Raven Manor, which plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 24, folio 60. The improvements thereon being known as No. 1553 Dellsway Road.

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BEING the same lot of ground described in a Deed of Assignment dated April 28, 1960, and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3703, folio 123, from Dellsway Homes, Inc. to Frank S. Stecher, Jr., one of the within named Mortgagors, subject to the payment of the annual rent of One Hundred Twenty Dollars ($120.00), payable half-yearly on the 26th day of February and August.

SUBJECT, HOWEVER, to the legal operation and effect of that Mortgage dated April 28, 1960, and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3703, folio 125, from Frank S. Stecher, Jr. to The American National Building and Loan Association of Baltimore City.

FOR THE THIRD THEREOF all that lot of ground situate and lying in Baltimore County, being known and designated as Lot No. 17, laid out on the plat of Hampton Garth which plat is recorded among the Land Records of Baltimore County in plat book G.L.B. No. 16, folio 196. The improvements thereon being known as No. 1116 Hampton Garth.

BEING the same lot of ground described in a deed dated February 15, 1963 and recorded among the Land Records of Baltimore County in Liber R.R.G. No. 4110, folio 584, which was granted and conveyed by Austin C. Johnson and Dorothy T. Johnson, his wife, two of the within named Mortgagors, to Frank S. Stecher, Jr., and Anne L. Stecher, his wife, two of the within named Mortgagors, in fee simple subject, however, to the legal operation and effect of the following Mortgages:

1. That Mortgage dated February 12, 1958 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 3310, folio 234, from Austin C. Johnson and Dorothy T. Johnson, his wife, to Liberty Federal Savings and Loan Association, to secure the original sum of Twenty Five Thousand Dollars ($25,000.00) and interest, all as therein fully set forth.

2. That Mortgage dated November 28, 1961, and recorded among the Land Records of Baltimore County in Liber W.J.R. No. 3927, folio 125, from Austin C. Johnson and Dorothy T. Johnson, his wife, to Rose L. Caplan, to secure the original sum of Seven Thousand Dollars ($7,000.00) and interest, all as therein fully set forth.

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

TO HAVE AND TO HOLD the said land, improvements and appurtenances aforesaid unto the said Mortgagee, its successors and assigns in fee simple, forever, as to those parcels of land, improvements and appurtenances which are in fee simple; and to have and to hold the said land, improvements and appurtenances unto the said Mortgagee, its successors and assigns, subject to the ground rent as to that parcel of land, improvements and appurtenances which is leasehold.

PROVIDED, that if the said Mortgagors, its successors, heirs, personal representatives or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Eleven Thousand Dollars ($11,000.00) when

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and as the payments thereon shall 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 become 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 Mortgagee, its successors or assigns, or Stanley H. Wilen duly authorized Attorney or Agent of the said Mortgagee, its successors or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Fifty Dollars and a 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 hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their successors, heirs or assigns, or to whoever may be entitled to the same.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their successors, heirs or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said 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

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

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said Mortgagee, its successors or assigns, to the extent of the lien or claim hereunder.

WITNESS the hands and seals

TEST: CAPITOL DRAGWAY, INC.

Frank S. Stecher, Secretary — By Austin C. Johnson (SEAL)
Austin C. Johnson, President

Irving F. Cohn — Austin C. Johnson (SEAL)
Austin C. Johnson

Irving F. Cohn — Dorothy T. Johnson (SEAL)
Dorothy T. Johnson

Irving F. Cohn — Frank S. Stecher (SEAL)
Frank S. Stecher

Irving F. Cohn — Anne L. Stecher (SEAL)
Anne L. Stecher

STATE OF MARYLAND, ~~CITY~~ County OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 7th day of October in the year one thousand nine hundred and sixty-three before me, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared Austin C. Johnson, individually and as President of Capitol Dragway, Inc., Dorothy T. Johnson, his wife, Frank S. Stecher, Jr. and Anne L. Stecher, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act and the act of said

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LIBER 163 PAGE 462

BOOK 1701 PAGE 51

body corporate. At the same time also appeared Jack Gordon, President of Eastpoint Motors, Inc., and made oath in due form of law that the consideration for this Mortgage is true and bona fide as therein set forth.

Notary Public
Irving F. Cohn

Rec'd for record OCT 4 1963 at 3 P M
Per Robert R. Gill, Clerk
Mail to Burke, Gerber & Wilen
Receipt No. 59982 $15-

15.00

Rec'd for record Oct. 16 1963 at 9:36 A.M.
Mailed to Burke, Gerber & Wilen

Mailed to: Hecht & Heath, 12/18/63

For value Received we hereby assign the within Mortgage to Maryland National Bank. (Receipt No. 138893)

In Witness Whereof, Eastpoint Motors, Inc. has caused these Presents to be Signed by its duly authorized Officers and its corporate seal to be hereunto affixed this 21st day of November, 1963

Corporate Seal

Eastpoint Motors Inc.
By: s/ Jack A. Gordon
Jack A. Gordon, President

Test:
s/ Rose W. Gordon
Rose W. Gordon, Secretary

Recorded Dec. 18, 1963 at 2:21 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the oforegoing Mortgage is truly taken ond copied from Liber L.N.P. No. 1701 folio 45 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hond ond offix the Seal of the Circuit Court for Anne Arundel County this 22 doy of March A. D., 1965.

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

LIBER 163 PAGE 463

BOOK 1843 PAGE 525

No. 17,097 Equity

ASSIGNMENT OF MORTGAGES

THIS ASSIGNMENT OF MORTGAGES, Made this 18th day of March, 1965 by EASTPOINT MOTORS, INC. a body corporate of the State of Maryland.

WITNESSETH, that in consideration of the sum of $1.00 and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Undersigned does hereby grant and assign unto ISAAC HECHT, for the purpose of foreclosure, all of its right, title and interest in two mortgages, namely:

FIRST: Mortgage dated December 29th, 1961 from Capitol Dragway, Inc., a Maryland Corporation, to Benjamin H. Katcef, et. al., which mortgage is duly recorded among the Land Records of Anne Arundel County in Liber GTC No. 1541 at Folio 373, etc., and which mortgage was assigned by Benjamin H. Katcef, et. al. to Eastpoint Motors, Inc. on August 26th, 1963, which Assignment is duly recorded among the Land Records of Anne Arundel County in Liber LNP No. 1698 at Folio 104, etc., and

SECOND: Mortgage dated October 3rd, 1963 from Capitol Dragway, Inc., a Maryland Corporation, et. al. to Eastpoint Motors, Inc., which mortgage is duly recorded among the Land Records of Anne Arundel County in Liber LNP No. 1701 at Folio 45, etc., and Eastpoint Motors, Inc. also assigns unto the said Isaac Hecht all of its right, title and interest in and to the property described in said Mortgages and the mortgage debts intended to be secured thereby.

IN WITNESS WHEREOF, EASTPOINT MOTORS, INC. has caused these presents to be signed by its duly authorized officer and

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LIBER 163 PAGE 464

BOOK 1843 PAGE 526

its corporate seal to be hereunto affixed the day and year first above written.

EASTPOINT MOTORS, INC.

BY ROSE W. GORDON
TREASURER

WITNESS:

Corrinne Miller Ellis

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ROSE W. GORDON, TREASURER of Eastpoint Motors, Inc., and in the name of, and on behalf of said Corporation, acknowledged the aforegoing Assignment to be the corporate act of said Corporation.

AS WITNESS my hand and Notarial Seal.

Corrinne Miller Ellis, Notary Public

My commission expires: 5/3/65

5.00

Rec'd for record Mar. 22, 1965 at 9:32 A.M.,
~~Mailed to~~ Filed in Equity 17,097

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

ISAAC HECHT, ASSIGNEE

vs.

CAPITOL DRAGWAY, INC.

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

——— IN EQUITY

Docket ..... Folio .....

No. 17097

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 Isaac Hecht, Assignee

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.

(5) said defendant is a body corporate.

Isaac Hecht

Affiant. Isaac Hecht, Assignee

Subscribed and sworn to before me

this 18th day of March 19 65

Corrinne Miller Ellis

Notary Public

My commission expires: 5/3/65

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LIBER 163 PAGE 466

ISAAC HECHT, ASSIGNEE	:	IN THE
	:	CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
CAPITOL DRAGWAY, INC.	:	No. 17097

STATEMENT OF MORTGAGE DEBT

Property: All those lots of ground and improvements thereon situate in Anne Arundel County, State of Maryland, as more fully described in the Mortgages filed in these proceedings

Balance due on mortgage debt under both mortgages - $24,400.20, Plus interest at 6% per annum from December 4th, 1964 until date of payment

Isaac Hecht, Assignee
27th floor - 10 Light St.
Baltimore, Md. 21202
Plaza 2-1169

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 18th day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ISAAC HECHT, ASSIGNEE, and made oath that the aforegoing is a true statement of the amount of the mortgage debt under the Mortgages filed in these proceedings now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Corrinne Miller Ellis, Notary Public

My commission expires: 5/3/65

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LIBER 163 PAGE 467

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

BOOK 13 PAGE 129

BOND NO: 19-0357-0462-65 No. 17,097 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Isaac Hecht, Assignee - 10 Light Street - Baltimore, Maryland 21202 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 FORTY THOUSAND AND NO/100 - - - - Dollars ($ 40,000.00 - - -), to be paid to the said State ar 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 5th day of April in the year of our Lord one thousand nine hundred and sixty-five

WHEREAS, the above bounden Isaac Hecht, Assignee by virture of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland has been appointed Assignee mentioned in the proceedings in the case of

Isaac Hecht, Assignee

vs.

Capitol Dragway, Inc.

now pending in said Court;

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

Isaac Hecht, Assignee

do es and shall well and faithfully perfarm the trust repased in him by said decree ar that may be resposed in him by any future decree or arder in the premises, then the abave obligatian to be void; atherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Corrinne Miller Ellis

Isaac Hecht (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

Witness: J. McDuffie J. McDuffie

By R. H. Nichols Attorney-in-fact

2-307-Md. Trust Bond Ed. Date

Bond approved this 9th day of April, 1965

Louis N. Phipps Clerk

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LIBER 103 PAGE 468

ISAAC HECHT, ASSIGNEE
VS.
CAPITOL DRAGWAY, INC. ET. AL.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, EQUITY #17097

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 23rd day of APRIL, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Baltimore County, personally appeared Michael A. Maratico, Alfonso & Rose Procopio, & Albert Procopio, purchaser at the foreclosure sale in this cause, and made oath in due form of law that ~~he is~~ they are the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said 117 ACRES K/A Capital Raceway, PARK-on Md. Route 3 (U.S. 301) A.A. Co., mentioned in the said Report of Sale.

Michael A. Maratico (SEAL)
Purchaser

Joseph A. Cooper
Notary Public

Alfonso & Rose Procopio
Purchaser

Albert Procopio

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO.

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LIBER 163 PAGE 469

ISAAC HECHT, ASSIGNEE

vs.

CAPITOL DRAGWAY, INC. ET. AL.

IN THE

CIRCUIT COURT

OF

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

In Equity #17097

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph L. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph L. Cooper this 23rd Day of Apr., 1965

Notary Public

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LIBER 163 PAGE 470

ISAAC HECHT, ASSIGNEE

Vs

CAPITOL DRAGWAY, INC. ET AL

HECHT & HECHT, SOLICITORS,
10 Light Street
Baltimore, Md. 21202

ASSIGNEE'S SALE

OF HIGHLY VALUABLE FEE-SIMPLE PROPERTY

CONTAINING APPROXIMATELY 117 ACRES ZONED HEAVY COMMERCIAL PRESENTLY ARRANGED FOR AUTO RACEWAY

And Known As
CAPITAL RACEWAY PARK
ENTRANCE ON MD. ROUTE 3 (U.S. 301)

Approximately 3 Miles South of Md. Route 175 ·
Fourth Elecetion District, Anne Arundel County, Md.

By virtue of the power of sale contained in mortgages from Capital Dragway Inc. to Benjamin H. Katcef etal. dated Dec. 29, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC 1541 folio 373 and assigned to Eastpoint Motors Inc. on August 26, 1963 and assignment recorded among the Land Records of Anne Arundel County in Liber LNP 1698 folio 104 and a mortgage from Capital Dragway Inc. etal. to Eastpoint Motors Inc. dated October 3, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1701 folio 43, and both mortgages having been duly assigned to Isaac Hecht for the purpose of foreclosure dated March 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP 1843 folio 525 default having occurred thereunder, the undersigned, Assignee, will sell at public auction on the premises

ON FRIDAY, APRIL 23, 1965
AT 2 O'CLOCK P.M.

All that lot of ground situate and lying in the Fourth Election District of Anne Arundel County, beginning at an iron pipe set in the North 52 degrees East 882.75 foot line of the conveyance from Emil Ruppert and Katis Ruppert, his wife, to Carey L. Meredith by deed dated September 9 1930, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 76, folio 471, said point being located South 52 degrees 23 minutes West 358 feet from a stone at the end of said line, said point also being in the center line of an old road leading through the above mentioned conveyance from the State Road and running from thence and with the center line of said old road South 43 degrees 02 minutes East 138.5 feet, South 62 degrees 45 minutes East 158.8 feet and South 36 degrees 47 minutes East 279.14 feet to the Southeast side of another road established to take the place of the first mentioned road. (said new road runs along the west line of the Gantt property and along the rear line of the Gantt, Queen and Price properties); thence with the Southeast side of said road South 53 degrees 23 minutes West 557.56 feet to a pipe set on the Northeast property line of the conveyance from Carey L. Meredith to Charles Harris, recorded among the above mentioned Land Records in Liber F.S.R. No.105, folio 307; thence with said line North 63 degrees 29 minutes West 2130.97 feet to a point on the east bank of the Little Patuxent River; thence continuing north 63.29 minutes west to a point on the west bank of said Little Patuxent River; thence with the meanders of the west bank of said River in a northerly direction to a point where the first line of the above first mentioned conveyance if extended in a southwesterly direction, would intersect the west bank of said River; thence crossing said River and with said extension and said first line as corrected for magnetic difference, north 57 degrees 9 minutes east for an undetermined distance to a pipe at the end of said first line; thence South 30 degrees 21 minutes East 527.7 feet to a stone at the Northwest corner of the subdivision of Landwehr's tract recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-8, folio 11; thence with the West line of said subdivision and still with the outlines of the first above mentioned conveyance to Meredith South 30 degrees 21 minutes East 1262.5 feet to a pipe; South 26 degrees 21 minutes East 1402.5 feet to a pipe; South 22 degrees 21 minutes East 627 feet to a pipe; South 12 degrees 51 minutes East 869.81 feet to a point near Towsers Branch; thence crossing said branch, and the lowlands South 64 degrees 07 minutes East 389.64 feet to a pipe and North 52 degrees 23 minutes East 524.75 feet to the place of beginning. Containing 117 acres more or less, exclusive of the area lying in the bed of the Little Patuxent River.

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IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
Equity #17097

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 23rd day of April 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 190,000 XX XX to MICHAEL A. MARTICO, ALFONSO A ROSE PRECOPIC, ALBERT PRECOPIC he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph A. Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 23rd day of April 1965, purchased the property described in the attached advertisement of sale from Isaac Hecht, Assignee at and for the sum of $ 190,000 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

Alfonso Rose Precopic
Albert Precopic

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LIBER 163 PAGE 470

SUBJECT to easement to Anne Arundel County Sanitary Commission dated December 20, 1960, recorded in Liber G.T.C. No. 1461, folio 488, Anne Arundel County Land Records.

BEING the remaining part of the above mentioned conveyance from Ruppert to Meredith, only the land lines having been surveyed. This survey was made by J. R. McCrone, Jr., Inc., registered professional engineers and land surveyors, in March, 1953, and redescribed to include the bed of the Little Patuxent River in January 1962, by J. R. McCrone, Jr., Inc.

BEING ALSO the same tract of land which by deed dated December 20 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1541, folio 264, was granted and conveyed by Benjamin H. Kateef, et al, unto Capitol Dragway, Inc., one of the within named Mortgagors, in fee simple.

Property presently arranged for auto race track with office building and concession buildings. Being sold subject to easements, restrictions and agreements of record if any.

TERMS OF SALE: Cash. A deposit of 10% of the purchase price required at the time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from date of sale to date of settlement. All costs of conveyancing including documentary stamps, county transfer costs, if any, to be paid by the purchaser.

Isaac Hecht Assignee

ALEX COOPER AUCTIONEERS, Inc.

PLaza 2-4868 212 N. Calvert Street Baltimore 2, Md.

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ISAAC HECHT, ASSIGNEE LIBER 163 PAGE 472

VS. :

CAPITOL DRAGWAY, INC. ET. AL. :

IN THE
CIRUIT COURT FOR
ANNE ARUNDEL COUNTY
Equity #17097

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Isaac Hecht, Assignee, respectfully shows:-

THAT after giving Bond, with security for the faithful discharge of his trust, which Bond was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than three (3) successive weeks preceding the day of sale, and also giving a short form of notice in the Sunday Sun and The Daily Record, both of which newspapers are published in the City of Baltimore, Isaac Hecht, Assignee, did, pursuant to the notice in The Maryland Gazette, on the 23rd day of April, 1965 at 2:00 o'clock p.m. attend on the premises and then and there sold the fee simple property situate in the 4th Election District of Anne Arundel County, State of Maryland, located off Maryland Route 3, approximately 3 miles South of Maryland Route 175, and being more particularly described in the mortgages filed in these proceedings and in the advertisement of sale, copy of which advertisement is attached to the Auctioneer's Certificate and filed herewith.

BY TERMS OF SALE, a cash deposit of Ten Percent ($10%) of the purchase price was required at the time and place of sale; balance to be due upon ratification of sale by this Honorable Court the said balance to bear interest from date of sale to the date of

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settlement. Taxes and all other expenses to be adjusted from date of sale to date of settlement. All costs of conveyancing, including documentary stamps, County transfer costs, if any, to be paid by the purchasers.

The property was sold to: Michael A. Maiatico, Alfonso and Rose Procopio, and Albert Procopio, at and for the sum of One Hundred Ninety Thousand ($190,000) Dollars, and the purchasers made a deposit on account of the purchase price, at the sale, of Forty Thousand, Eight Hundred ($40,800) Dollars; said purchasers being then and there the highest bidders.

ISAAC HECHT, ASSIGNEE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared ISAAC HECHT, ASSIGNEE, as aforesaid, and he 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.

Corrinne Miller Ellis, Notary Public

My commission
expires: 7/1/65

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ORDER NISI

LIBER 163 PAGE 474

ISAAC HECHT, ASSIGNEE

versus

CAPITOL DRAGWAY, INC. ET AL.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,097 Equity

Ordered, this 27th day of April, 19 65, That the sale of the property in these proceedings mentioned made and reported by Isaac Hecht, 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 $ 190,000.00

Laura V. Phipps Clerk.

True Copy,

Isaac Hecht, Atty.

TEST: Clerk.

For the Maryland Gazette (Apr. 29th Edition)

(Final Order)

ISAAC HECHT, ASSIGNEE

versus

CAPITOL DRAGWAY, INC. ET AL

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.

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LIBER 163 PAGE 475

ISAAC HECHT, ASSIGNEE	:	IN THE CIRUIT COURT FOR ANNE ARUNDEL COUNTY Equity #17097
VS.	:	
CAPITOL DRAGWAY, INC. ET. AL.	:	

PETITION TO FIX PENALTY OF BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Isaac Hecht, Assignee, respectfully represents:-

1. That your Petitioner did, on or about March 19th, 1965 file the above entitled proceedings in this Court.

2. That your Petitioner filed a duly approved bond in connection with these proceedings on or about April 9th, 1965, in the penalty of Forty Thousand ($40,000) Dollars.

3. That as shown in the Report of Sale filed in these proceedings immediately prior to the filing of this Petition, your Petitioner sold the property for One Hundred Ninety Thousand ($190,000) Dollars.

4. That your Petitioner requests the instruction of this Court as to the amount of additional bond which should be filed in these proceedings.

WHEREFORE, your Petitioner prays the passage of an appropriate Order by this Honorable Court.

AND, AS IN DUTY BOUND, ETC.

Isaac Hecht, Assignee

ISAAC HECHT, ASSIGNEE

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of April, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared

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ISAAC HECHT, ASSIGNEE, and he made oath in due form of law that the facts stated in the aforegoing Petition are true as therein set forth.

AS WITNESS my hand and Notarial Seal.

Corrinne Miller Ellis, Notary Public

My commission
expires: 7/1/65

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LIBER 163 PAGE 477

ISAAC HECHT, ASSIGNEE :

VS. :

CAPITOL DRAGWAY, INC. ET. AL. :

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
Equity #17097

ORDER OF COURT

UPON the aforegoing Petition and Affidavit, it is this 27th day of April, 1965, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, That Isaac Hecht, Assignee, file an additional bond in the above entitled matter in the penalty of $150.000.00 _____, with a surety to be approved by the Clerk of the Court.

George Sachse

JUDGE.

FILED
1965 APR 27 PM 3:35

33

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655

LIBER 153 PAGE 478

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 24, 1965

We hereby certify, that the annexed

Assignee's Sale
Capital Raceway Park
Benjamin H. Katz, 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 23rd day of April, 1965. The first insertion being made the 1st day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 APR 28 AM 8:40

HECHT & HECHT, SOLICITORS,
10 Light S
Baltimore, M. 1202

ASSIGNEE'S SALE

OF HIGHLY VALUABLE FEE-SIMPLE PROPERTY

LIBER 163 PAGE 479

CONTAINING APPROXIMATELY 117 ACRES ZONED HEAVY COMMERCIAL PRESENTLY ARRANGED FOR AUTO RACEWAY

And Known As

CAPITAL RACEWAY PARK

ENTRANCE ON MD. ROUTE 3 (U.S. 301)

Approximately 3 Miles South of Md. Route 175
Fourth Elecetion District, Anne Arundel County, Md.

By virtue of the power of sale contained in mortgages from Capital Dragway Inc. to Benjamin H. Katcef etal. dated Dec. 29, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC 1541 folio 373 and assigned to Eastpoint Motors Inc. on August 26, 1963 and assignment recorded among the Land Records of Anne Arundel County in Liber LNP 1698 folio 104 and a mortgage from Capital Dragway Inc. etal. to Eastpoint Motors Inc. dated October 3, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1701 folio 43, and both mortgages having been duly assigned to Isaac Hecht for the purpose of forcclosure dated March 18, 1965 and recorded among the Land Records of Anne Arundel County in Liber LNP 1843 folio 525 default having occurred thereunder, the undersigned, Assignee, will sell at public auction on the premises

ON FRIDAY, APRIL 23, 1965
AT 2 O'CLOCK P.M.

All that lot of ground situate and lying in the Fourth Election District of Anne Arundel County, beginning at an iron pipe set in the North 52 degrees East 882.75 foot line of the conveyance from Emil Ruppert and Katis Ruppert, his wife, to Carey L. Meredith by deed dated September 9 1930, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 76, folio 471, said point being located South 52 degrees 23 minutes West 358 feet from a stone at the end of said line, said point also being in the center line of an old road leading through the above mentioned conveyance from the State Road and running from thence and with the center line of said old road South 43 degrees 02 minutes East 138.5 feet, South 62 degrees 45 minutes East 158.8 feet and South 36 degrees 47 minutes East 279.14 feet to the Southeast side of another road established to take the place of the first mentioned road (said new road runs along the west line of the Gantt property and along the rear line of the Gantt, Queen and Price properties); thence with the Southeast side of said road South 53 degrees 23 minutes West 557.56 feet to a pipe set on the Northeast property line of the conveyance from Carey L. Meredith to Charles Harris, recorded among the above mentioned Land Records in Liber F.S.R. No.105, folio 307; thence with said line North 63 degrees 29 minutes West 2130.97 feet to a point on the east bank of the Little Patuxent River; thence continuing north 63.29 minutes west to a point on the west bank of said Little Patuxent River; thence with the meanders of the west bank of said River in a northerly direction to a point where the first line of the above first mentioned conveyance if extended in a southwesterly direction, would intersect the west bank of said River; thence crossing said River and with said extension and said first line as corrected for magnetic difference, north 57 degrees 9 minutes east for an undetermined distance to a pipe at the end of said first line; thence South 30 degrees 21 minutes East 527.7 feet to a stone at the Northwest corner of the subdivision of Landwehr's tract recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod A-8, folio 11; thence with the West line of said subdivision and still with the outlines of the first above mentioned conveyance to Meredith South 30 degrees 21 minutes East 1262.5 feet to a pipe; South 26 degrees 21 minutes East 1402.5 feet to a pipe; South 22 degrees 21 minutes East 627 feet to a pipe; South 12 degrees 51 minutes East 869.81 feet to a point near Towsers Branch; thence crossing said branch, and the lowlands South 64 degrees 07 minutes East 389.64 feet to a pipe and North 52 degrees 23 minutes East 524.75 feet to the place of beginning. Containing 117 acres more or less, exclusive of the area lying in the bed of the Little Patuxent River.

SUBJECT to easement to Anne Arundel County Sanitary Commission dated December 20, 1960, recorded in Liber G.T.C. No. 1461, folio 488, Anne Arundel County Land Records.

BEING the remaining part of the above mentioned conveyance from Ruppert to Meredith, only the land lines having been surveyed. This survey was made by J. R. McCrone, Jr., Inc., registered professional engineers and land surveyors, in March, 1953, and redescribed to include the bed of the Little Patuxent River in January 1962, by J. R. McCrone, Jr., Inc.

BEING ALSO the same tract of land which by deed dated December 20 1961, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1541, folio 264, was granted and conveyed by Benjamin H. Katcef, et al, unto Capitol Dragway, Inc., one of the within named Mortgagors, in fee simple.

Property presently arranged for auto race track with office building and concession buildings. Being sold subject to easements, restrictions and agreements of record if any.

TERMS OF SALE: Cash. A deposit of 10% of the purchase price required at the time and place of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to date of settlement. Taxes and all other expenses to be adjusted from date of sale to date of settlement. All costs of conveyancing including documentary stamps, county transfer costs, if any, to be paid by the purchaser.

Isaac Hecht Assignee

ALEX COOPER AUCTIONEERS, Inc.

PLaza 2-4868 212 N. Calvert Street Baltimore 2, Md.

A-22

LIBER 163 PAGE 480

LIBER 163 PAGE 481 LIBER 13 PAGE 144

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

No. 17,097 Equity

BOND NO: 19-0357-0563-65

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Isaac Hecht, Assignee - 10 Light Street - Baltimore, Maryland 21202 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 ONE HUNDRED FIFTY THOUSAND AND NO/100 Dollars ($ 150,000.00 - -), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden Isaac Hecht, Assignee by virture of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland has been appointed Assignee mentioned in the proceedings in the case of

Isaac Hecht, Assignee

vs.

Capitol Dragway, Inc.

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Isaac Hecht, Assignee do es and shall well and faithfully perform the trust reposed in him by said decree or that may be resposed 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

Lawrence M. Ellis

Isaac Hecht (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

Witness: J. McDuffie

J. McDuffie

2-307-Md. Trustee—Receiver Ed. Date: 6-64

By R. H. Nichols Attorney-in-fact

Bond approved this 29th day of April 1965

Louis N. Phipps Clerk

FILED additional

1965 APR 29 AM 9:40

LIBER 163 PAGE 482

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,097 Equity
ISAAC HECHT, ASSIGNEE
versus
CAPITOL DRAGWAY, INC.
ET AL

Ordered, this 27th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Isaac Hecht, 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 $190,000.00.

LOUIS N. PHIPPS, Clerk

True Copy. TEST:
LOUIS N. PHIPPS, Clerk
M-20

FILED
1965 MAY 24 PM 1:59

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. 17,097

Capital Dragway, Inc. 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 1st day of June, 1965. The first insertion being made the 29th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

36 No. M. G. 4439

LIBER 163 PAGE 483

MICHAEL MARUFFI

Plaintiff

vs.

CAPITOL DRAGWAY, INC., et al.

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,738 EQUITY

DECREE

This case came on to be heard and was argued by counsel and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows:

1. That the Court has jurisdiction of the parties and the property involved in the proceedings.

2. That there is due to plaintiff the sum of $2,576.00, comprising a principal sum of $2,300.00 for work done and interest of $276.00 from March 15, 1963, the date of filing the lien.

3. That unless the sum due is paid on or before March 31, 1965, the property shall be sold pursuant to Subtitle BR of the Maryland Rules of Procedure subject to the first mortgage and the proceeds paid into court for distribution to various lienors in accordance with further order of court.

4. That Stanley E. Hartman be and he is hereby appointed Trustee to make such sale.

5. That the within Mechanics' Lien shall have priority over a mortgage to the First National Bank dated June 19, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1572, folio 46.

/s/ O. Bowie Duckett

J U D G E

March 26, 1965

TRUE COPY.

TEST: LOUIS N. PHIPPS, CLERK

By

FILED

1965 JUL 26 AM 11:22

36A

LIBER 163 PAGE 484

ISAAC HECHT, ASSIGNEE

vs.

CAPITOL DRAGWAY, INC.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 17,097

ORDER OF COURT

Upon the petition for payment of Michael Maruffi and the exhibits filed in these proceedings, it is this 20 day of July, 1965, by the Circuit Court for Anne Arundel County,

ORDERED that the claim of Michael Maruffi for payment of the sum of $2,138.80 with interest at 6% per annum from March 26, 1965, be included by the auditor for payment, subject to the usual exceptions.

JUDGE

FILED

1965 JUL 26 AM 11:33

37

LIBER 163 PAGE 485

In the Case of

ISAAC HECHT, Assignee

VS.

CAPITOL DRAGWAY, INC.

In the

Circuit Court

For

Anne Arundel County

No. 17,097 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 JUL 27 PM 2:13 FILED

All of which is respectfully submitted.

July 27, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of August, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: C. B. Tolley, deputy

FILED

1965 AUG 12 AM 10:13

Dr. ISAAC HECHT, Assignee vs. CAPITOL DRAGWAY, INC.

LIBER 163 PAGE 486

In Acct. with ISAAC HECHT, Assignee

				Cr.
1965, April 23,				
Proceeds of Sale	190,000 00			
Interest on deferred payment of $149,200.00 from				
4/23/65 to 6/1/65 @ 6%	944 88	190,944 88		
				190,944 88
To Assignee for fee in lieu of Commissions per				
Court Order 7/9/65	5,700 00	5,700 00		
To Assignee for Court Costs, viz:				
Plaintiffs solicitors appearance fee	10 00			
Clerk of Court - Court costs	58 75			
Auditor - stating this account	75 00	143 75		
To Assignee for expenses, viz:				
Capital-Gazette Press - advertising sale	197 77			
Capital-Gazette Press - Order nisi, sale	15 00			
The Sun Papers - advertising sale	96 40			
The Daily Record - advertising sale	41 36			
Alex Cooper, Inc. - plats	8 19			
Alex Cooper Auctioneers, Icn. - auctioneer's fee	3,985 00			
New Amsterdam Casualty Co. - bond premium	760 00			
J.R.McCrone, Jr., Inc. - 2 prints of Plat	3 00			
Clerk of Courts - recording assmt. of mtges.	5 00			
" " " - certified copies of mtges.	6 00			
1964 County and State taxes	2,311 11			
Intereston 1964 taxes	179 72			
1965 taxes, adj. 1/1/65 to 4/22/65 and interest	736 13			
Clerk of Court - Baltimore County - certified copy	3 00			
Notary fees, certified mail, photostats, etc.	20 28	8,367 96		

This balance for distribution	176,733	17	176,733	17		
					190,944	80
Distribution as follows:					176,733	17
To Eastpoint Motors, Inc. Mortgage claim in full as filed	24,400	20				
Interest on principal balance of $24,400.20 from 12/4/64 to 6/7/65 - 185 days @ 6%	742	25	25,142	45		
To Michael Maruffi, lien claim in full - Court Order 7/26/65	2,138	80				
Interest on $2,138.80 from 3/26/65 to 8/12/65	48	90	2,187	70		
To Reliable Contracting Co. Inc. lien claim in full, Court order 7/26/65	137,500	00				
This balance on account of interest on lien claim from 1/30/63 to 8/12/65 ($20,889.00)	11,903	02	149,403	02		
					176,733	17

Note: Interest earned on deposit in First National Bank of Maryland (Court Order 6/7/65) to be applied to deficiency of interest allowed to Reliable Contracting Co., Inc.

PETITION FOR FORECLOSURE

LIBER 163 PAGE 488

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

VS.

RAYMOND GELLERT, JR., and BARBARA LYNN GELLERT, his wife
209 Light Street Avenue
Pasadena, Maryland 21122

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity) 17221

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s

That on the 20th day of September A. D. 1963 the defendant executed and delivered to First Federal Savings and Loan Association of Brooklyn a mortgage upon certain Leasehold property in Anne Arundel County therein described, to secure the payment of the mortgage debt of $ 11,450.00 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 pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Harold M. Vick

Harold M. Vick
1105 Fidelity Building
Baltimore, Maryland 21201
PL 2-6897
Attorney for Plaintiff

FILED

1965 MAY 20 AM 9:15

CITY OR COUNTY FEE OR L..ASEHOLD

LIBER 163 PAGE 489

BOOK 1694 PAGE 239

Eq 17221

This Mortgage, made this 20th day of September

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

RAYMOND GELLERT, JR., and BARBARA LYNN GELLERT, 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 Eleven Thousand, Four Hundred Fifty ($11,450.00) - - - - - - - - - - dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent per annum, in the manner following:

By the payment of Seventy-three Dollars and Seventy-nine Cents ($73.79) - - - dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: Towards the payment of the aforesaid principal sum.

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:

BEING KNOWN AND DESIGNATED as Lots Nos. 16 and 17 in Block 3 of Pasadena, as shown on a Plat of Pasadena and recorded among the Land Records of Anne Arundel County in Plat Book No. 12, folio 11.

BEING the same two lots of ground which by Deed of Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by Mary R. Hopkins, unmarried, unto the within-named Mortgagors.

FILED

1965 MAY 20 AM 9:15

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, ~~for and during~~ during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of One Hundred Twenty Dollars ($120.00), payable in half-yearly installments on the 20TH days of March and September in each and every year.

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 [illegible].

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:

Joyce F. Gulley
Joyce F. Gulley

Raymond Gellert Jr. (SEAL)
Raymond Gellert, Jr.

Barbara Lynn Gellert (SEAL)
Barbara Lynn Gellert

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of September 19 63, before me, the subscriber, a Notary Public, of the State of Maryland, in and for ~~the City aforesaid~~ ANNE ARUNDEL COUNTY, personally appeared Raymond Gellert, Jr., and Barbara Lynn Gellert, his wife, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared John B. Rowe, Attorney and Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing Mortgage is true and bona fide as therein set forth and further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Joyce F. Gulley
Joyce F. Gulley Notary Public

JOYCE F. GULLEY NOTARY PUBLIC Anne Arundel County, Md.

My commission expires 5-3-65

Rec'd for record Sept 23 1963 at 1:31 P.M.

Mailed to Rowe, Rowe & Vick

4

STATEMENT OF MORTGAGE CLAIM

LIBER 163 PAGE 492

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

RAYMOND GELLERT, JR., and BARBARA LYNN GELLERT, His wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity) 17221

STATEMENT OF MORTGAGE DEBT

Property - 209 Light Street Avenue, Pasadena

Original Loan	$11,450.00
Less Payments to Principal	221.68
SUBTOTAL	$11,228.32
Plus Unpaid Interest to 5/31/65	262.05
BALANCE	$11,490.37
Less Balance in Escrow Account	117.62
BALANCE DUE ASSOCIATION	$11,372.75

11228.32
117.62
11110.70

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of May 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, 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 MAY 20 AM 9:15

As witness my hand and Notarial Seal,

Margy L. Humble
Notary Public.

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

5

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

LIBER 163 PAGE 493

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

RAYMOND GELLERT, JR., and BARBARA LYNN GELLERT, his wf.

IN THE

CIRCUIT COURT ~~XXXXXX~~

FOR

~~XXXXX~~

~~XXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

(In Equity) 17221

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 & 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/~~defendants~~ s are not in the military service of the United States,

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

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

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

..... *Affiant.*

George G. Freyman, Executive Vice-President of First Federal Savings & Loan Assn. of Brooklyn

Subscribed and sworn to before me this 18th day of May 1965.

..... *Notary Public*

Margy L. Humble

MARGY L. HUMBLE NOTARY PUBLIC Baltimore, Md.

FILED

1965 MAY 20 AM 9:15

DECREE FOR SALE OF MORTGAGED PREMISES

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

RAYMOND GELLERT, JR., and BARBARA LYNN GELLERT, his wife

DOCKET ..... FOLIO .....

CASE No. .....

FILED .....

IN THE 17,221

CIRCUIT COURT ~~XXXXXX~~ FOR ~~XXXXXX~~ ANNE ARUNDEL COUNTY ~~XXXXXXXXXXXXXX~~ (In Equity) TERM, 19.....

LIBER 163 PAGE 494

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

It, is, Thereupon, This 20th day of May in the year nineteen hundred and sixty-five, by the Circuit Court for Anne Arundel Co. ~~XXXXXXXXXXXXXXXXX~~ 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 Eleven thousand-five hundred-- Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice at 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 by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel Co. as he shall think proper, 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 particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Approximate value of property $11,500.00

George Sachse
Judge.

FILED
1965 MAY 20 PM 2:14

7

[TRUSTEE'S BOND] LIBER 13 PAGE 193 The Jeffersonian Print, Towson, Md.

No. 17,221 Equity

Know All Men by These Presents:

That we, HAROLD M. VICK,
501 South Rolling Road, Baltimore, Maryland 21228
and INSURANCE COMPANY OF NORTH AMERICA of
Philadelphia, Pennsylvania are held and
firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND FIVE
HUNDRED AND 00/100 ($11,500.00)
Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of June in the year nineteen hundred and sixty-five

WHEREAS, by decree of the Circuit Court for ~~Baltimore~~ Anne Arundel County, sitting in Equity, passed in a cause in said court on the ____ day of ____ nineteen hundred and ____ between First Federal Savings and Loan Association of Brooklyn complainants, and Raymond Gellert, Jr. and Barbara Lynn Gellert, his wife respondents, the above bound HAROLD M. VICK

has been appointed Trustee to make sale of the Real Estate and premises in the proceedings in said cause mentioned:

Now The Conditions Of This Obligation Are Such

That if the above bounden HAROLD M. VICK

do and shall well and truly and faithfully perform the trust reposed in him by aforesaid decree, or that may be reposed in him by any further 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

Mary L. Humble
Dolores R. Bogdanowicz

H. M. Vick [SEAL]
HAROLD M. VICK

[SEAL]

INSURANCE COMPANY OF NORTH AMERICA [SEAL]

BY: James S. Kreeger [SEAL]
James S. Kreeger
Attorney-in-Fact

[SEAL]

Bond approved this 29th day of June, 1965
Louis N. Phipps, Clerk

FILED
1965 JUN 29 AM 9:06

ROWE, ROWE & V[illegible]
1605 Fidelity Bldg
Baltimore, Maryland 2120

Trustee's Sale

OF VALUABLE LEASEHOLD PROPERTY

KNOWN AS 209 LIGHT STREET AVENUE, PASADENA, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County in Equity, No. 17-221, the undersigned Trustee will sell at Public Auction on the premises on

FRIDAY, JULY 9, 1965 AT 3:30 O'CLOCK P.M.

all that lot of ground and the improvements thereon, situate in Anne Arundel County, and described at follows:

BEING KNOWN AND DESIGNATED as Lots Nos. 16, and 17 in Block 3 of Pasadena, as shown on a Plat of Pasadena and recorded among the Land Records of Anne Arundel County in Plat Book 12, folio 11. The improvements thereon being known as No. 209 Light Street Avenue. Subject to payment of an annual ground rent of $120.00.

THE IMPROVEMENTS consisting of a stucco with one-half brick front dwelling. Containing 6 rooms and 1 bath; hardwood floors and full basement.

TERMS OF SALE: Cash deposit of $1,000.00 at time and place od 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 the 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

Jy-8

9 No.

LIBER 163 PAGE 496

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1965

We hereby certify, that the annexed

Trustee's Sale
Eq. 17,221
209 Light Street Ave

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of July, 1965. The first insertion being made the 17th day of June, 1965

FILED
1965 JUL 12 PM 1:51

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

LIBER 163 PAGE 497

Trustee's Sale of Leasehold property #209 Light St. Ave Pasadena A. A. Co. Md. Subject to a ground rent of One hundred and twenty dollars Decree in Circuit Court in Equity #17-221 for A. A. Co Md.

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

July 9-1965

STATE OF MARYLAND, BALTIMORE COUNTY:

Sold for Harold M. Vick Trustee

I HEREBY CERTIFY, that on this 9th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared First Federal Stockman & Brooklyn by Fred [illegible], 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 209 LIGHT ST. AVE Pasadena A. A. Co. Md Subject to a ground rent of $120.00 mentioned in the said Report of Sale.

FIRST FEDERAL S & L ASSN. OF BROOKLYN

First Federal S/L Assn

by Fred [illegible] (SEAL) T. C. W. Hobbs
Purchaser Notary Public

My Commission Expires July 1 1967

Sold for $10,500.00

FILED
1965 JUL 15 PM 1:28

LIBER 163 PAGE 498

Trustees Sale of Property #209 LIGHT ST. AVE July. 9. 1965
Leasehold Pro Pasadena a.a. Co. Md

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3007 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

TO WHOM IT MAY CONCERN:

Sold for Harold M. Vick Trustee

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.

Subject to a Ground rent of $120.00

Sold for $10,500.00

(Signed) T. C. W. Hobbs
July 9 - 1965 Auctioneer

Sworn to and subscribed before me, a Notary Public for the ~~City of Baltimore,~~ Anne Arundel County State of Maryland, this 13th day of July, 1965.

Joyce F. Morrison
Joyce F. Morrison-Notary Public

JOYCE F. MORRISON NOTARY PUBLIC Anne Arundel Co., Md.

FILED
1965 JUL 15 PM 1:28

11

REPORT OF SALE

LIBER 163 PAGE 499

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

RAYMOND GELLERT, JR., and BARBARA LYNN GELLERT, his wife

IN THE

CIRCUIT COURT

FOR

~~XXXXXX~~

ANNE ARUNDEL COUNTY

~~XXXXXXXXXXXXXX~~

(In Equity)

No. 17,221 Equity

To The Honorable Judge of the Circuit Court 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

leasehold property

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

the Maryland Gazette

Anne Arundel County daily newspaper published in ~~XXXXXXXXX~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 9th day of July 19 65 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 209 Light Street Avenue, Anne Arundel County, Maryland, the purchase price of said property being Ten Thousand, Five Hundred ($10,500.00) Dollars, the said purchaser being the highest bidder therefor.

Harold M. Vick

Harold M. Vick, Trustee

FILED

1965 JUL 15 PM 1:28

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 13th day of July 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~XXXXXXXX~~ Anne Arundel Co. ~~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,

Joyce F. Morrison

Joyce F. Morrison Notary Public

JOYCE F. MORRISON NOTARY PUBLIC Anne Arundel Co. Md

12

Harold M. Vick, Atty
1105 Fidelity Bldg.
Balto. Pl 2-6897

For the Maryland Gazette (July 22nd Edition)

ORDER NISI

LIBER 163 PAGE 500

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

RAYMOND GELLERT, JR. and BARBARA LYNN GELLERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,221 Equity

Ordered, this 15th day of July, 19 65, 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

versus

RAYMOND GELLERT, JR. and BARBARA LYNN GELLERT, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 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.

E. Marshall Childs
JUDGE.

FILED

1965 AUG 26 AM 10: 31

13

LIBER 163 PAGE 501

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,221 Equity

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN
versus
RAYMOND GELLERT, JR. and BARBARA LYNN GELLERT, his wife

Ordered, this 15th day of July 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHILPS, Clerk
A-12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1965

We hereby certify, that the annexed

Order Nisi

Eq. 17,221

Raymond Gellert, 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 23rd day of August, 1965. The first insertion being made the 22nd day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Phipps

FILED
1965 AUG 16 PM 1:52

No. M. C. 1947

LIBER 163 PAGE 502

In the Case of

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

vs.

RAYMOND GELLERT, JR. AND BARBARA LYNN GELLERT, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,221 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 SEP 15 AM 11:36

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of October, 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 OCT -1 PM 2:03

15

Dr. Mortgaged Real Estate of Raymond Gellert, Jr. and Barbara Lynn Gellert, his wife

LIBER 163 PAGE 503

In Acct. with Harold M. Vick, Trustee

				Cr.			
By	Amount of sale as per Trustee's Report						
	of Sale filed			10,500	00		
By	Interest 6% thereon from 7/9/65 to						
	9/8/65			105	00		
By	Adjustment, taxes from 7/9/65 to 6/30/66			252	83		
						10,857	83
To	Trustee, for fee, viz	100	00				
To	Trustee for commission, viz	345	00				
				445	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	83	24				
	Sunpapers - advertising - sale	11	55				
	Insurance Co. of North America - bond	46	00				
	T. C. W. Hobbs, auctioneer's fee	285	00				
	½ Federal and State stamps	16	80				
	Notary fees	2	00				
				444	59		
To	First Federal Savings & Loan Assoc. of						
	Brooklyn, Mortgagee, on account of mort-						
	gage claim	9,895	24				
				9,895	24		
						10,857	83
	Balance due on mortgage as per mortgage						
	claim filed	11,372	75				
	Interest 6% on principal balance						
	$11,110.70 from 6/1/65 to 9/30/65	222	22				
		11,594	97				

Credit amount allowed above	9,895	24
This amount subject to decree in personam	1,699	73

LIBER 163 PAGE 505

In the Matter of the	: No. 17,084	Equity
Mortgaged Real Estate of	: In the Circuit Court	
George T. Baldwin and	: for	
Anna L. Baldwin, 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

FILED

1965 MAR 17 PM 2:41

30203/

LIBER 883 PAGE 154 LIBER 163 PAGE 506

No. 17,084 Equity

FIRST PURCHASE MONEY

This Mortgage,

made this 17TH day of November ,

in the year one thousand nine hundred and fifty-four , between George T. Baldwin and Anna L. Baldwin, his wife, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

FOUR THOUSAND FIVE HUNDRED DOLLARS - ($4,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors 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 THIRTY EIGHT DOLLARS - - - - - - - - - - - - - - - - ($38.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 27th 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 Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any 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 mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Third Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 39, 40, 41 and 42, in Block Z, as shown on the Plat of Marley Park Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 11.

BEING the same property conveyed to the within-named Mortgagors by Land Homes Corporation by deed of even date herewith intended to be recorded among the Land Recordsof Anne Arundel County immediately prior hereto.

FILED

1965 MAR 17 PM 2:41

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 kitchin accessories, such as sink, built-in kitchin 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, 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 theron.

V. That the holder of this 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 posssession 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 — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under, Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar properry 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 Mortgagors , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors 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 lots of ground and to execute such other assurances thereof as may be requisite.

Witness the hands and seals of the said Mortgagor s .

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

George T. Baldwin ..... (SEAL)
George T. Baldwin

Anna L. Baldwin ..... (SEAL)
Anna L. Baldwin

..... (SEAL)

LIBER 163 PAGE 509

LIBER 883 PAGE 157

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 27TH day of November in the year one thousand, nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George T. Baldwin and Anna L. Baldwin, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names 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 ROBERT C. WARD, 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.

Norwood A. Wieneke
NOTARY PUBLIC
NORWOOD A. WIENEKE

My Commission expires 7/1/55

Recorded: Nov. 29, 1954 at 10.45 A.M.

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

FIRST PURCHASE MONEY
MORTGAGE
FROM
GEORGE T. BALDWIN AND
ANNA L. BALDWIN, HIS WIFE
TO
UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 29 Nov. 19 54 at 10.45 o'clock A. M.
Same day recorded in Liber 883 No. 883 folio 154 &c. one of the Land Records of Anne Arundel County and examined per JOHN H. HOPKINS, 3rd Clerk.
Cost of Record $ 5.00

1-2034

LIBER 163 PAGE 510

AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged Real Estate of George T. Baldwin and Anna L. Baldwin, his wife

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

I hereby certify that, on this 16th day of March, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage,

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

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

George T. Baldwin and Anna L. Baldwin, 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, 1965.

Notarial Seal

Dorothy P. McNew,

Notary Public.

My Commission will expire on:

May 3rd, 1965

Filed,

FILED

1965 MAR 17 PM 2:41

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 George T. Baldwin and Anna L. Baldwin, his wife, dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 154, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, APRIL 13th, 1965

at 12:00 o'clock Noon

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 39, 40, 41 and 42, Block Z, as shown on the Plat of Marley Park Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 11.

BEING the same property conveyed unto George T. Baldwin and Anna L. Baldwin, his wife, by Land Homes Corporation by deed dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 152.

Above property improved by a frame dwelling with modern conveniences.

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

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1965 MAR 17 PM 2:41

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 163 PAGE 513

In the Matter of the	: No. 17,084	Equity
Mortgaged Real Estate of	: In the Circuit Court	
George T. Baldwin and	: for	
Anna L. Baldwin, his wife	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from George T. Baldwin and Anna L. Baldwin, his wife, to Loyola Federal Savings and Loan Association, dated November 27th, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 154.		$4,500.00
Less total amount paid on account of principal	$777.62	
Credit Expense Account	43.50	821.12
		$3,678.88
Interest to March 31, 1965		74.44
Amount of mortgage indebtedness.		$3,753.32

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 2:41

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#17,084

LIBER 163 PAGE 514

The Pennsylvania Insurance Company

BOOK 13 PAGE 126

No. 17,084 Equity

A STOCK COMPANY

BOND NO. 53 32 84

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 FOUR THOUSAND EIGHT HUNDRED AND NO/100 ($4,800.00) - 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 George T. Baldwin and Anna L. Baldwin, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 27th day of November, 1954, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 883, Folio 154, 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

FILED

1965 APR -7 PM 1:51

Form 24 S831

8-61

10

LIBER 163 PAGE 515

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 George T. Baldwin and Anna L. Baldwin, his wife, dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 154, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, APRIL 13th, 1965

AT 12:00 O'CLOCK NOON

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 39, 40, 41 and 42, Block Z, as shown on the Plat of Marley Park Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 11.

BEING the same property conveyed unto George T. Baldwin and Anna L. Baldwin, his wife, by Land Homes Corporation by deed dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 152.

Above property improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

FILED

1965 APR 19 PM 2:01

Anne Arundel County, 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 Lakewood Land Company, Inc.,
at and for the sum of FOUR THOUSAND THREE HUNDRED DOLLARS ($4,300.00)
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 FOUR THOUSAND THREE HUNDRED DOLLARS ($4,300.00)
and I/we hereby agree to comply with the terms of sale.

The Lakewood Land Company, Inc.
By E. L. Gilbert
E. L. Gilbert, President

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1965 APR 19 PM 2:01

WILLIAM W. TOWNSHEI., 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 George T. Baldwin and Anna L. Baldwin, his wife, dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 154, default having occurred thereunder the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, APRIL 13th, 1965 AT 12:00 O'CLOCK NOON

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED a sLots Nos. 39, 40, 41 and 42. Block Z, as shown on the Plat of Marley Park Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 11.

BEING the same property conveyed unto George T. Baldwin and Anna L. Baldwin, his wife, by Land Homes Corporation by deed dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, Folio 152.

Above property improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland
Robert H. Campbell,
Auctioneer

A-3

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1603 PAGE 517

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Attorney's Sale

George T. Baldwin

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.

THE CAPITAL-GAZETTE PRESS, INC.

1965 APR 15 AM 9:59

By [illegible]

LIBER 163 PAGE 518

In the Matter of the	: No.	Equity
Mortgaged Real Estate of	:	In the Circuit Court
George T. Baldwin and	:	for
Anna L. Baldwin, 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 E. L. Gilbert, President of The Lakewood Land Company, Inc., 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:

The Lakewood Land Company Inc.

By E. L. Gilbert (SEAL)
E. L. Gilbert, President

William W. Townshend, Jr.

(SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

FILED

1965 APR 19 PM 2:01

14

LIBER 163 PAGE 519

In the Matter of the	: No. 17,084	Equity
Mortgaged Real Estate of	: In the Circuit Court	
George T. Baldwin and	: for	
Anna L. Baldwin, his wife	: Anne Arundel County	
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from George T. Baldwin and Anna L. Baldwin, his wife, dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, folio 154, 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 12:00 o'clock Noon, and then and there sold the said property to The Lakewood Land Company, Inc., a body corporate, at and for the sum of FOUR THOUSAND THREE HUNDRED DOLLARS ($4,300.00), being at that figure the highest bidder therefor, said property described as follows:

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 39, 40, 41 and 42, Block Z,

FILED
1965 APR 19 PM 2:01

15

as shown on the Plat of Marley Park Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet I, Rod E, Plat 11.

BEING the same property conveyed unto George T. Baldwin and Anna L. Baldwin, his wife, by Land Homes Corporation by deed dated November 27th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 883, folio 152.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 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

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ORDER NISI

LIBER 163 PAGE 521

In the Matter of the Mortgaged
Real Estate of George T. Baldwin
and Anna L. Baldwin, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,084 Equity

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 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 $ 4,300.00.

Louis N. Phipps Clerk.

True Copy,

William W. Townshend, Jr., Atty.

TEST: Clerk.

(Final Order)

For the Maryland Gazette (April 22nd Edition)

In the Matter of the Mortgaged
Real Estate of George T. Baldwin and
Anna L. Baldwin, 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 163 PAGE 522

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,084 Equity

In the Matter of the Mortgaged Real Estate of
GEORGE T. BALDWIN
and ANNA L. BALDWIN, 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 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 $4,300.00.

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 19, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,084

George T. Baldwin

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 W. Tilghman

FILED April

1965 MAY 19 PM 1:35

18 No. M. G. 4396

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
GEORGE T. BALDWIN and wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,084 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 30 AM 11:23

All of which is respectfully submitted.

June 30, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 16th 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. Jackson, deputy

FILED
1965 JUL 16 AM 9:03

17

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE T. BALDWIN and wife

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

					Cr.	
1965, April 13,						
Proceeds of Sale	4,300	00				
Interest on deferred payment of $3,550.00 from						
4/1/65 to 6/29/65 @ 6%	47	53	4,347	53		
					4,347	53
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	160	43	260	43		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	35	00	73	00		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	75	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - Handbills	17	00				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Ins. Co. - bond premium	19	20				
One-half cost documentary stamps	7	43				
1965 Taxes, adj. 1/1/65 to 4/13/65	28	24				
Anne Arundel Sanitary charge	4	50				
Dorothy P. McNew - notary fees	1	50	213	11		
To Loyola Federal Savings & Loan Assn. Mortgage						
claim in full as filed	3,753	32				
This balance on account of interest	47	67	3,800	99		
					4,347	53

Amount of Mortgage claim filed	3,753	32
Interest on principal balance of $3,678.88 from 3/31/65 to 7/16/65 - 107 days @ 6%	64	67
	3,817	99
Credit amount allowed above	3,800	99
Balance subject to Decree in Personam	17	00

LIBER 163 PAGE 526

THOMAS T. KENNEY and MARGARET B. KENNEY	*	IN THE
		CIRCUIT COURT
Plaintiffs	*	
		FOR
v.		
	*	ANNE ARUNDEL COUNTY
ANNAPOLIS CONSTRUCTION COMPANY, INC.		(IN EQUITY)
	*	
Defendant		NO. 16,688 Equity

* * *

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiffs' Exhibit No. 1":

1. Original mortgage from Annapolis Construction Company, Inc. to Thomas T. Kenney and Margaret B. Kenney dated September 19, 1963 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP No. 1693, folio 540.

Barham R. Gary

Barham R. Gary
Attorney for Plaintiffs
88 State Circle
Annapolis, Maryland
268-3353

FILED

1964 OCT 21 PM 1:35

MARYLAND MORTGAGE FEE: Coun... Code

LIBER 163 PAGE 527

BOOK 1693 PAGE 540

Law Reporter Blank No. 81

16688 Equity

SECOND

This Mortgage

Made this Nineteenth *day of* September *in the year one thousand nine hundred and* Sixty-three *, by and between* Annapolis Construction Company, Inc.,

party of the first part, and Thomas T. Kenney and Margaret B. Kenney

parties of the second part:

Whereas, The following note has been executed in favor of the parties of the second part.

$6,500.00 September 19, 1963

Six Months after date, for value received we promise to pay to Thomas T. Kenney and Margaret B. Kenney or order Six Thousand five hundred and no/100 Dollars, at office of Turnbull Company, Edgewater, Maryland with interest at the rate of six per centum per annum, payable after maturity March 19, 1964. Privilege given to pay any part of all of balance before maturity.

ANNAPOLIS CONSTRUCTION CO., INC.

Due March 19, 1964 BY: Tony L. Johnson, Jr.

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* Sixty-five Hundred Dollars *the said party of the first part does grant unto the said parties of the second part, in fee simple, all* that *piece or parcel of ground situate, lying and being in* First Election District Anne Arundel *County, State of Maryland, and described as follows, to wit:*

All of Lots #2 and #4, Turnbull Estates Subdivision, with all improvements made thereto.

PLAINTIFF'S EXHIBIT No 1

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1964 OCT 21 PM 1:35

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2

LIBER 163 PAGE 528

BOOK 1693 PAGE 541

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

To Have and to Hold *the aforesaid parcel of ground and premises unto and to the proper use and benefit of the parties of the second part* their *heirs and assigns forever.*

Provided, *that if the said* Annapolis Construction Company, Inc., *heirs, executors, administrators or assigns, shall pay or cause to be paid* The *aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on* its *their part to be performed, then this Mortgage shall be void.*

And *it is agreed that, until default be made in the premises, the party of the first part 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* party of the first part its *heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one 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* Thomas T. Kenney and Margaret B. Kenney their *heirs and assigns or 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 sale shall be made in 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, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; 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 all taxes assessed on the property hereby mortgaged,*

overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the part making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel *County, sitting in equity;* SECONDLY, *to the payment of all claims of the said Mortgagee* s *personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagor* its *personal representatives or assigns, or to whoever may be entitled to the same.*

And it is Further Agreed *that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.*

And *the said* party of the first part *for h and for heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least* insurable value *Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to the benefit of the said* Thomas T. Kenney and Margaret B. Kenney *personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.*

Witness *hand and seal*

TEST: Roberta Ray Harden — By: Annapolis Construction Co., Inc. [SEAL]
Roberta Ray Harden — Harry R. Johnson, President

[SEAL]

STATE OF Maryland
City of Baltimore } to wit:

On this the 20th *day of* September, *19*63, *before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared* HARRY R. JOHNSON, President of Annapolis Construction Co., Inc., *known to me (or satisfactorily proven) to be the person whose name* is *subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained,* and also acknowledged it to be the act of said body corporate.

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

Roberta Ray Harden
Notary Public

My commission expires 5/3/65

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

I Hereby Certify *that on this* 20th *day of* September, *in the year one thousand nine hundred and* sixty-three, *before the subscriber, a* Notary Public *of the State of Maryland, in and for* Baltimore City *aforesaid, personally appeared* THOMAS T. KENNEY, one of the *the within-named Mortgagee* s, *and made* oath *in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.*

Witness *my hand and official seal.*

Roberta Ray Harden, Notary Public

My commission expires 5/3/65

Rec'd for record Sept 20, 1963 at 12:20 P.M.

Mailed to Dize, Whiteford Taylor, & Preston

LIBER 153 PAGE 530

THOMAS T. KENNEY and MARGARET B. KENNEY	*	IN THE
		CIRCUIT COURT
Plaintiffs	*	
v.		FOR
ANNAPOLIS CONSTRUCTION COMPANY, INC.	*	ANNE ARUNDEL COUNTY
		(IN EQUITY)
Defendant	*	
		NO. 16,688 Equity

* * *

STATEMENT OF MORTGAGE DEBT

Statement of mortgage claim of Plaintiffs under Mortgage from Annapolis Construction Company, Inc. to Thomas T. Kenney and Margaret B. Kenney dated September 19, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1693, folio 540.

Amount of Mortgage	$ 6,500.00
Interest to September 19, 1964	390.00
Balance due and unpaid as of September 19, 1964	$6,890.00

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

Thomas T. Kenney
Margaret B. Kenney

I hereby certify that on this 19th day of October, 1964, before me, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Thomas T. Kenney and Margaret B. Kenney, the Plaintiffs and the holders 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 debt under the Mortgage filed in said cause now remaining due and unpaid.

Witness my hand and Notarial Seal.

John P Collier
Notary Public

My commission expires May 3, 1965.

FILED

1964 OCT 21 PM 1:35

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LIBER 163 PAGE 531

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK - 12 PAGE 574

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

Bond No. 449846

Equity #16,688

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas T. Kenney and Margaret B. Kenney, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00), 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 16th day of November, 1964.

WHEREAS by virtue of a power of sale contained in a Mortgage from Annapolis Construction Company, Inc. to Thomas T. Kenney and Margaret B. Kenney, bearing date on or about the 19th day of September, 1963, the said Thomas T. Kenney and Margaret B. Kenney, are 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 Thomas T. Kenney and Margaret B. Kenney are 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

Bond approved this 16th day of November, 1964

Lewis N. Phipps, Clerk

/Thomas T. Kenney (SEAL)
Thomas T. Kenney PRINCIPAL

/Margaret B. Kenney (SEAL)
Margaret B. Kenney PRINCIPAL

WITNESS:

Ethel M. Carle

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

1964 NOV 16 PM 3:39

7

BARHAM R. GARY
Attorney
88 State Circle
Annapolis, Maryland

Public Sale

Of Valuable Residence.

Property

Situate in the First Election District of Anne Arundel County, Maryland, Lots No. 2 and No. 4, Turnbull Estates subdivision, improved by ranch type dwelling, containing 3 bedrooms, 2 ceramic tile baths, electric heat, full basement, nearly complete.

Under and by virtue of the power of sale contained in a Mortgage from Annapolis Construction Company, Inc. to Thomas T. Kenney and Margaret B. Kenney, dated September 19, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP 1693, folio 540, the undersigned named in said Mortgage to make sale of the property therein described, default having occurred thereunder, will offer for sale at public auction at the Court House Door, in the City of Annapolis, Maryland on

WED., NOV. 18, 1964

AT 10:30 O'CLOCK A.M.

the following described property namely:

ALL THAT piece or parcel of ground, situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows, to wit:

All of Lots No. 2 and No. 4, Turnbull Estates Subdivision, with all improvements made thereto.

Subject to restrictions and a first Mortgage to Progress Federal Savings and Loan Association.

TERMS OF SALE: A deposit of One Thousand ($1,000.00) Dollars on the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest at the rate of six per cent (6 per cent) per annum, to be paid in cash upon final ratification of sale. Taxes and all other charges to be adjusted to the day of sale.

Thomas T. Kenney
Margaret B. Kenney
Edgewater, Maryland
798-0140

ROBERT H. CAMPBELL
Auctioneer

N-13

8

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 1693 PAGE 532

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 18, 1964

We hereby certify, that the annexed

Public Sale

"Thomas T. Kenney"

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of November, 1964. The first insertion being made the 28th day of October, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 NOV 19 PM 2
By Lillie L. French

LIBER 163 PAGE 533

THOMAS T. KENNEY and MARGARET B. KENNEY	*	IN THE
Plaintiffs	*	CIRCUIT COURT
v.		FOR
ANNAPOLIS CONSTRUCTION COMPANY, INC.	*	ANNE ARUNDEL COUNTY
Defendant	*	(IN EQUITY)
		NO. 16,688

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Thomas T. Kenney and Margaret B. Kenney, authorized by a power of sale contained in the mortgage dated September 19, 1963 and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1693, folio 540 from Annapolis Construction Company, Inc., Mortgagor, to Thomas T. Kenney and Margaret B. Kenney, Mortgagees, to make sale of the fee simple property described in said mortgage, respectfully shows that, after giving bond with security for the faithful discharge of their trust as prescribed by the Rules, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Evening Capital, a daily newspaper published in Anne Arundel County, Maryland, for more than three successive weeks preceding the day of sale, the undersigned did pursuant to said notice on Wednesday, November 18, 1964 at 10:30 A. M. attend at the Court House door in the City of Annapolis, Maryland, and then and there sold at public sale the property described in said mortgage to Thomas T. Kenney and Margaret B. Kenney, the highest bidders, at and for the price of One Thousand ($1,000) Dollars of which One Thousand ($1,000) Dollars was paid as a deposit. (Said property was sold subject to a first mortgage held by Progress Federal Savings and Loan Association.)

Thomas T. Kenney
Thomas T. Kenney

Margaret B. Kenney
Margaret B. Kenney

FILED

1964 NOV 27 AM 11:38

TELEPHONE
COLONIAL 3-5808

LIBER 163 PAGE 534

ROBERT H. CAMPBELL, Auctioneer

LICENSED AUCTIONEER AND APPRAISOR OF REAL ESTATE AND PERSONAL PROPERTY

121 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

November 23, 1964

Barham P. Gary, Atty.
88 State Circle

I Hereby certify that I did sell at public auction on the 18th day of November, 1964, Lots no. 2 and no. 4, incl. improvements Turnbull Estates subdivision, First Election District, Anne Arundel County, Maryland, to Thomas T. Kenny and Margaret B. Kenny, his wife, at and for the sum of one thousand dollars ($1000.) and that the sale was fairly made.

Robert H. Campbell, Auctioneer

FILED
1964 NOV 27 PM 12:04

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24 day of November, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared THOMAS T. KENNEY and MARGARET B. KENNEY, Plaintiffs, 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.

John R. Collison
Notary Public

My commission expires May 3, 1965

FILED
1964 NOV 27 PM 12: 04

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ORDER NISI

LIBER 163 PAGE 536

THOMAS T. KENNEY and
MARGARET B. KENNEY

versus

ANNAPOLIS CONSTRUCTION
COMPANY, INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,688 Equity

Ordered, this 27th day of November, 1964, That the sale of the property in these proceedings mentioned made and reported by Thomas T. Kenney and Margaret B. Kenney

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of December next.

The report states that the amount of sale was $ 1,000.00

Louis N. Phipps Clerk.

True Copy,

Barham R. Gary, Atty.
(Final Order)

TEST: Clerk.
For the Evening Capital (Nov.28th Edition)

THOMAS T. KENNEY and
MARGARET B. KENNEY

versus

ANNAPOLIS CONSTRUCTION COMPANY
INC.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of January, 1965 that the sale made and reported by the Plaintiffs 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 Plaintiffs allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

[signature]
JUDGE.

FILED
1965 JAN -4 PM 3:19

12

LIBER 163 PAGE 537

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 21, 1964

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,688

Thomas T. Kenney vs

Annapolis Construction 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 21st day of December, 1964. The first insertion being made the 30th day of November, 1964.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,688 Equity
THOMAS T. KENNEY and MARGARET B. KENNEY
versus
ANNAPOLIS CONSTRUCTION COMPANY, INC.

Ordered, this 27th day of November, 1964, That the sale of the property in these proceedings mentioned made and reported by Thomas T. Kenney and Margaret B. Kenney BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of December next.

The report states that the amount of sale was $1,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

D-21

FILED

1964 DEC 22 PM 1:54

No. E. C. 13494

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LIBER 163 PAGE 538

In the Case of

THOMAS T. KENNEY, et al

VS.

ANNAPOLIS CONSTRUCTION COMPANY, INC.

In the

Circuit Court

For

Anne Arundel County

No. 16,688 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 20, 1965

John H. Hopkins, IV, Auditor.

FILED

1965 MAY 20 AM 10:46

FINAL ORDER

ORDERED BY THE COURT, this 7th 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 -7 AM 8:52

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Dr. THOMAS T. KENNEY, et al vs. ANNAPOLIS CONSTRUCTION COMPANY, INC.

In Acct. with THOMAS T. KENNEY and MARGARET B. KENNEY

					Cr.	
1964, November 18						
Proceeds of Sale	1,000	00	1,000	00		
					1,000	00
To Thomas T. Kenney, et al, - commissions, viz:	58	00	58	00		
To Thomas T. Kenney, et al, 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 Thomas T. Kenney, et al, - expenses, viz:						
Capital-Gazette Press - advertising sale	59	07				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	45	00				
Globe Indemnity Co. - bond premium	30	00				
One-half cost documentary stamps	1	65				
John R. Collison - notary fees	1	00	151	72		
To Thomas T. Kenney and Margaret B. Kenney this balance on account of mortgage claim filed	717	28	717	28		
					1,000	00
Amount of Mortgage claim filed	6,890	00				
Interest on principal balance of $6,500.00 from 9/19/64 to 6/5/65 - 259 days @ 6%	276	90				
	7,166	90				
Credit amount allowed above	717	28				
Balance subject to Decree in Personam	6,449	62				

LIBER 163 PAGE 540

MINTZ DEVELOPMENT CO. INC. Route #1, Box 133-A Severna Park, Maryland	*	NO. 17,070 EQUITY
	*	IN THE
Plaintiff	*	CIRCUIT COURT
VS	*	FOR
LAWRENCE MARSHALL 5235 Charles Street Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 4 and 5 Section O, Manhattan Beach, Anne Arundel County, Maryland,	*	ANNE ARUNDEL COUNTY
Defendant	*	
*	*	*

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, Mintz Development Co., Inc., by William W. Townshend, Jr. and William E. Kirk, his attorneys, respectfully shows:

1. That on February 24, 1965, the Certificate of Tax Sale attached hereto, pertaining to Lots 4 and 5 Section O, Manhattan Beach and marked "Plaintiff's Exhibit No. 1" was issued by Charles G. Smith, Controller and Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County, which certificate has been assigned to the Plaintiff herein and is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 3232-B - Lots of ground in the Third Election District of Anne Arundel County, described as Lots 4 and 5, Section O, situated at Manhattan Beach,

which lots at the time of the tax sale, were assessed to Lawrence Marshall and were conveyed to Lawrence Marshall, in fee simple, by deed dated July 20, 1925 and recorded among the Land Records of

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1965 MAR 12 AM 10:13

Anne Arundel County in Liber W.M.B. No. 15 Folio 156; and that the amount due to the Collector of Taxes for the State of Maryland, Anne Arundel County on the day of the tax sale held October 14, 1940, was Twenty-Three Dollars and Eighty Cents ($23.80).

3. That the description of the property as the same appeared upon the Tax Rolls of the Treasurer of Anne Arundel County for the Third Election District on the day of the sale was:

Lawrence Marshall
5235 Charles St. Ave.
Baltimore, Md.
Manhattan Beach
Lots 4-5 Sec. O.

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That according to the Equity, Law and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County, the title to said Lots 4 & 5, Section O, as shown on the Plat of Manhattan Beach, now recorded among the Plat Records of Anne Arundel County in Plat Book 3 Folio 39, was vested in the name of Lawrence Marshall at the time of the tax sale and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 5310.

5. That the County Commissioners of Anne Arundel County conveyed said Lots 4 & 5, Section O, Manhattan Beach, to Edward I. Gaskins and wife, by deed dated June 6, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 333 Folio 346, who conveyed their interest unto the Plaintiff herein, by deed dated February 17, 1965 and recorded among the aforesaid Land Records in Liber L.N.P. No. 1836 Folio 268 and the Certificate of Tax Sale was assigned to the Plaintiff by the County Executive for Anne Arundel County, as aforesaid.

6. That the aforesaid lots of ground have not been redeemed by any party in interest, although, more than one year and one day

from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely Article 81, Sections 97 to 123 of the Annotated Code of Maryland (1957 Edition as amended).

7. The amount necessary for the redemption of the above entitled property is as follows:

Lawrence Marshall, Certificate No. 3232-B - $23.80

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiff or his predecessors in title herein, subsequent to the date of sale of said property under the Provisions of the Acts of 1943 aforesaid, as amended.

8. That the Plaintiff prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

TO THE END, THEREFORE:

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendant herein, in and to the aforesaid Lots 4 & 5, Section O, Manhattan Beach, as shown on the Plat of Manhattan Beach recorded among the Plat Records of Anne Arundel County in Plat Book 3 Folio 39.

(b) That the Court pass a final decree whereby there will be vested in the Plaintiff an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendant and all persons having or claiming to have

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any interest in the aforesaid property of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor by some certain day to be fixed by the Clerk of Court and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

MINTZ DEVELOPMENT CO., INC.

By: Robert S. Mintz

TOWNSHEND AND KIRK

By: William E. Kirk

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of March, 1965, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert S. Mintz, President of Mintz Development Co., Inc., the above named complainant and he made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief, and he was duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

William M. Tompkins

Notary Public

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LIBER 163 PAGE 544 Duplicate of Cas 4-5310

Nº 3232-B CERTIFICATE OF TAX SALE

I, Charles G Smith, Successor to James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1940, I sold to A.A. Co. Comm. at public auction for the sum of 23.80 Dollars and ..... Cents, of which 23.80 Dollars has been paid as a deposit on the property in Dist 3 described as Lots 4-5 Section O situated at Manhattan Beach

and assessed to Lawrence Marshall

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1941, 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 24th day of February 1965

C. G. Smith
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24th day of ~~October,~~ February 1965, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, C. G. Smith, ~~Treasurer and~~ Contractor Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 3, 1965

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1965 MAR 12 AM 10:32

"Exhibit No. 1"

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LIBER 163 PAGE 545
ASSIGNMENT

WHEREAS, the Collector of Taxes for the State of Maryland and Anne Arundel County sold the lots described in Certificate of Tax Sale No. 3232-B on the reverse side hereof to the Anne Arundel County Commissioners in Tax Sale Proceedings No. 5310 on October 14, 1940, and

WHEREAS, the County Commissioners of Anne Arundel County conveyed said property to Edward I. Gaskins and Violet D. Gaskins, his wife, by deed dated June 6, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 333 Folio 346, and

WHEREAS, the said Edward I. Gaskins and Violet D. Gaskins, his wife, conveyed said property unto the Mintz Development Company, Inc. by deed dated February 17, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1836 Folio 268, and

WHEREAS, the said Mintz Development Company, Inc. desires to foreclose the equity of redemption therein held by Lawrence Marshall, and

WHEREAS, since the date of purchase the Anne Arundel County Commissioners have been succeeded by the Anne Arundel County Executive.

NOW, THEREFORE, for value received the County Executive for Anne Arundel County does hereby assign Tax Certificate No. 3232-B unto the Mintz Development Company, Inc. this 9th day of March, 1965.

WITNESS:

COUNTY OF ANNE ARUNDEL

By: Joseph W. Alton, Jr.
Joseph W. Alton, Jr.
County Executive

Approved by Law Department:

By:

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LIBER 163 PAGE 540

MINTZ DEVELOPMENT CO. INC. Route # 1, Box 133A Severna Park, Maryland	*	NO. 17,070 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
LAWRENCE MARSHALL 5235 Charles Street Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 4 & 5 Sec. O, Manhattan Beach, Anne Arundel County, Maryland	*	FOR ANNE ARUNDEL COUNTY
Defendant	*	
*	*	*

ORDER OF PUBLICATION

This is to give notice that on the 12th day of March 1965, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendant whose last known address was 5235 Charles Street, Baltimore, Maryland. The petition alleges in substance that the Defendant, Lawrence Marshall, owned certain property in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots 4 & 5 Section O, as shown on the Plat of Manhattan Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 3 Folio 39, the fee simple title to which he obtained by deed dated July 20, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 15 Folio 156; that the Collector of Taxes and Treasurer of Anne Arundel County sold said property in tax sale proceedings No. 5310 on October 14, 1940 to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to Edward I. Gaskins et ux, by deed recorded among the aforesaid Land Records in Liber J.H.H. No. 333 Folio 346 who thereafter conveyed their interest in the

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1965 MAR 12 AM 10:13

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same to the Plaintiff by deed recorded among the aforesaid Land Records in Liber L.N.P. No. 1836 Folio 268; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said property; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendant is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale and as is listed in the heading herein.

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendant herein in and to the aforesaid Lots 4 & 5, Section O, Manhattan Beach and vesting in the Plaintiff an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 12th day of March, 1965 that the Petitioner cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 20th day of May, 1965 giving notice to the Defendant of the object and substance of the Petition and warning him to show cause, if any there may be, on or before the 20th day of May, 1965 why a decree should not be passed as prayed.

Lewis N. Phipps
Clerk

Copy of Order Published received this 12 day of March, 1965, for Maryland Gazette.

PER: Joe Jones

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IN THE CIRUIT COURT FOR ANNE ARUNDEL COUNTY NO. 17,070 EQUITY

MINTZ DEVELOPMENT CO. INC.
Route No. 1, Box 133A
Severna Park, Maryland
Plaintiff

vs

LAWRENCE MARSHALL
5235 Charles Street
Baltimore, Maryland, all all persons having or claiming to have any interest in property known as Lots 4 & 5, Sec. O, Manhattan Beach, Anne Arundel County, Maryland
Defendant

Order Of Publication

This is to give notice that on the 12th day of March 1965, a Bill of Complaint was filed in the Circuit Court for Anne Arundel County by the Plaintiff against the Defendant whose last known address was 5235 Charles Street, Baltimore, Maryland. The petition alleges in substance that the Defendant, Lawrence Marshall, owned certain property in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots 4 & 5 Section O, as shown on the Plat of Manhattan Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 3, Folio 39, the fee simple title to which he obtained by deed dated July 20, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 15, Folio 156; that the Collector of Taxes and Treasurer of Anne Arundel County sold said property in tax sale proceedings No. 5310 on October 14, 1940 to the County Commissioners for Anne Arundel County; that the County Commissioners for Anne Arundel County conveyed said property to Edward I. Gaskins et ux, by deed recorded among the aforesaid Land Records in Liber J.H.H. No. 333, Folio 346 who thereafter conveyed their interest in the same to the Plaintiff by deed recorded among the aforesaid Land Records in Liber L.N.P. No. 1836, Folio 268; that the object of the Bill of Complaint is to secure the foreclosure of all rights of redemption in the said property; that the amounts necessary for redemption have not been paid, although, more than a year and a day from the date of sale have expired; and that the last known address of the Defendant is the same as was shown on the tax rolls of the Treasurer of Anne Arundel County on the date of said tax sale and as is listed in the heading herein.

9 No. 1

LIBER 163 PAGE 548
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 12, 1965

We hereby certify, that the annexed

Order of Publication
No. 17,070 Eq
Lawrence Marshall

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of May, 1965. The first insertion being made the 18th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 APR 15 AM 10:00

The relief prayed in the petition is substantially as follows: That the Court pass a final decree foreclosing all of the rights of redemption of the Defendant herein in and to the aforesaid Lots 4 & 5, Section O, Manhattan Beach and vesting in the Plaintiff an absolute and indefeasible title to said property in fee simple.

WHEREUPON, it is ORDERED by the Circuit Court for Anne Arundel County, this 12th day of March, 1965 that the Petitioner cause a copy of this Order to be inserted in a newspaper published in Anne Arundel County, once a week in each of four successive weeks, before the 20th day of May, 1965 giving notice to the Defendant of the object and substance of the Petition and warning him to show cause, if any there may be, on or before the 20th day of May, 1965 why a decree should not be passed as prayed.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-8

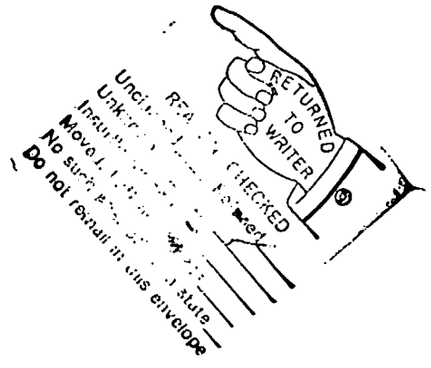
10

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.-ANNAPOLIS, MD.

RETURNED TO WRITER
REA... CHECKED
Unc... Unk... Insu... Move... No such ... Do not remail in this envelope

ANNAPOLIS MAY 13 PM 1965 MD.

5¢ U.S. POSTAGE



Mr. Lawrence Marshall
5235 Charles Street
Baltimore, Maryland

No such # 1010a

CERTIFIED No. 156933 MAIL

FILED
1965 JUN 21 PM 4:03

No. 156933

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Lawrence Marshall

STREET AND NO.
5235 Charles Street

CITY AND STATE
Baltimore, Maryland

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

POSTMARK OR DATE

POD Form 3800
June 1962

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

LIBER 163 PAGE 550

LIBER 163 PAGE 551

MINTZ DEVELOPMENT CO., INC.	*	NO. 17,070 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
LAWRENCE MARSHALL etal	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * *

AFFIDAVIT OF EFFORT TO LOCATE RESPONDENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 21st day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William E. Kirk and made oath in due form of law, as follows:

1. That two non ests were served at the last known address of Lawrence Marshall as shown on the tax rolls, namely 5235 Charles Street, Baltimore, Maryland.

2. That your affiant checked the Anne Arundel County Telephone Directory, the Baltimore Telephone Directory and the Washington Metropolitan Area Telephone Directory and only one Laurence J. Marshall was located; that attached hereto is the original of the letter to Laurence J. Marshall of 2821 Rexmere Road, Baltimore, Maryland who claims to be the same Laurence J. Marshall of 5235 St. Charles Ave., Baltimore, Maryland.

3. That your affiant has caused a summons to be reissued for Laurence J. Marshall at 2821 Rexmere Road, Baltimore, Maryland.

William E. Kirk

AS WITNESS my hand and Notarial Seal.

Eleanor M Dallas

Notary Public

FILED

1965 JUN 21 PM 4:03

11

AFFIDAVIT OF NON-MILITARY SERVICE

Mintz Development Co., Inc. Plaintiff	*	No. 17,070 Equity
VS	*	In the Circuit Court for Anne Arundel County
Lawrence Marshall Defendant	*	

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 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, Robert S. Mintz, President of Mintz Development Co., Inc.

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

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx owned real estate in 1940 and that to the best of his knowledge and belief he is not in the military service of the United States of America.

Mintz Development Co., Inc.
By: Robert S. Mintz
Robert S. Mintz, President

~~and xxxxxxx not in the military service of the United States of America.~~

State of Maryland
County of Baltimore

In testimony whereof, I hereunto set my hand and affix my

Notarial Seal, this 13th day of ~~March~~ April

, 19 65 .

Notarial Seal

Leon Greenberg
Notary Public

My Commission will expire on: May 3, 1965

Filed,

FILED
1965 JUN 29 PM 12: 52

12

LIBER 163 PAGE 553

Mintz Development Co., Inc.

Plaintiff

vs.

LAWRENCE MARSHALL

Defendant

No. 17,070 DIVORCES -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Lawrence Marshall

after order of publication duly published ~~(or served)~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (or writ of summons).

It is, thereupon, this 29th day of June 1965, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

FILED
1965 JUN 29 PM 3:20

13

MINTZ DEVELOPMENT CO. INC.	*	NO. 17,070 EQUITY
Plaintiff	*	IN THE CIRCUIT COURT
VS.	*	FOR
LAWRENCE MARSHALL etal	*	ANNE ARUNDEL COUNTY
Defendants	*	
*	*	*

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 to 123 of Article 81, of the Annotated Code of Maryland, (1957 Edition,) as amended.

It is thereupon, this 30th day of July, 1965, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, namely:

> All of those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 4 and 5, Section O, as shown on the Plat of Manhattan Beach, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Book 3 Folio 39.

and having been sold by the Treasurer of Anne Arundel County on October 14, 1940 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) is hereby vested in the Plaintiff.

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14

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax sale, the Controller of Anne Arundel County shall execute a deed conveying said property to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

E. Marshall Childs
Judge

PETITION FOR FORECLOSURE

LIBER 163 PAGE 556

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

VS.

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE

CIRCUIT COURT

FOR ~~OF~~ ~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,138 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the ....16th..... day of ..August,... A. D. 1957, the defendant executed and delivered to The Capital Building and Loan Association of Baltimore City (now Capital Savings and Loan Association, Inc.) a mortgage upon certain ...fee simple property in Anne Arundel County ~~the City of Baltimore~~, therein described, to secure the payment of the mortgage debt of $ ...7,900.00..... 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 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 pray s that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

And as in duty, &c.

Paul Beall

Paul Beall *Attorney for Plaintiff*

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1965 APR -9 AM 9:39

Form 812

Petitioner's Exhibit No. 1

[DR.—CITY OR COUNTY]

LIBER 1146 PAGE 241

LIBER 163 PAGE 557

No. 17,138 Equity

Mortgage

THIS MORTGAGE, Made this sixteenth day of August, in the year Nineteen Hundred and Fifty-seven, by and between Ernest H. Wicks, also known as Ernest W. Wicks, Kathleen E. Wicks, his wife, and Vida C. Wicks, his mother,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Seventy-nine Hundred Dollars ($ 7900.00), 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 Seventy-nine Hundred Dollars ($ 7900.00), 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 Sixty-eight ($ 68.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of September, 19 57, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

THIS mortgage 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 the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Nos. 5,6,7,8,9,10,11,12 and 13, Section 25, as shown on the Plat of Portworth in Anne Arundel County, formerly known as Green Haven, Armiger Addition, which Plat is duly filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 59 (Cabinet 1, Rod M, Plat 15).

Lots 5,6,7,8,9 and 10 being the same which, by deed dated June 30, 1954, and recorded among the Land Records aforesaid in Liber J.H.H. No. 844, folio 96, were granted and conveyed by Joseph J. Stefedore and wife to the said Ernest H. Wicks and Kathleen E. Wicks, his wife.

Lots 11,12 and 13 being the same which, by deed dated September 3, 1954, and recorded among the Land Records aforesaid in Liber J.H.H. No. 862, folio 323, were granted and conveyed by Frank J. Schultz, Sr. and wife to the herein named Mortgagors, as joint tenants.

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1965 APR -9 AM 9:39

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LIBER 163 PAGE 558 LIBER 1146 PAGE 242

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

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

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

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

And the said Mortgagor does further covenant and agree:

LIBER 163 PAGE 559

LIBER 1146 PAGE 243

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.

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, 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 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 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 the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, 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 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 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:

Ernest H. Wicks (SEAL)
Ernest H. Wicks

Antoinette M. Granese
Antoinette M. Granese - as to
Witness: Ernest H. Wicks and
Kathleen E. Wicks

Kathleen E. Wicks (SEAL)
Kathleen E. Wicks

Vida C. Wicks (SEAL)
Vida C. Wicks

Frank J. Neubeck
Frank J. Neubeck

_____ (SEAL)

LIBER 163 PAGE 560

STATE OF MARYLAND, BALTIMORE CITY , to wit: LIBER 1146 PAGE 244

I HEREBY CERTIFY, That on this 16th day of August , 1957 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ernest H. Wicks, Kathleen E. Wicks, his wife, known to me to be two of the above named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act.

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

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

Antoinette M. Granese

My commission expires May 4, 1959

MARYLAND,

STATE OF ~~VIRGINIA~~, Baltimore City ~~COUNTY~~, to wit:

I HEREBY CERTIFY that on this sixteenth day of August, 1957, before me, the subscriber, a Notary Public of the State of ~~Virginia~~ Maryland, in and for the ~~County~~ City aforesaid, personally appeared Vida C. Wicks, one of the above named Mortgagors, and she acknowledged the foregoing mortgage to be her act.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

Antoinette M. Granese

My commission expires May 6, 1957

Rec'd for record Aug 27, 1957 at 9.03 A.M.

Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage 3163

FROM

ERNEST H. WICKS, ET AL.

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1957 AUG 27 AM 9:03

& RECORDED IN LIBER G.T.C. NO. 1146 FOLIO 244

GEO. L. CROMWELL, CLERK

KOHLERMAN AND DUMLER

Attorneys at Law

Baltimore, Maryland

1406 FIDELITY BUILDING

2 endorsed

File No. 6432-T

" 8002-T

Property:

Lots 5-6-7-8-9-10-11-12-13 Section 25, Green Haven

Description approved

Execution approved

LIBER 163 PAGE 561

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

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE

CIRCUIT COURT

FOR

~~OR~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

Docket ..... Folio .....

No. 17,138 Equity

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared CARL F. DOCKMAN, President of Capital Savings and Loan Association, Inc.

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

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

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

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

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

Carl F. Dockman

Affiant.

Carl F. Dockman

Subscribed and sworn to before me this 6th day of April 19 65

Charles F. Foos

Notary Public

My commission expires July 1, 1965

FILED

1965 APR -9 AM 9:39

LIBER 163 PAGE 562 **STATEMENT OF MORTGAGE CLAIM**

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE

CIRCUIT COURT

FOR
—OR—
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)

No. 17,138 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated March 16, 1957	$ 7,900.00
Less payments thereon	2,212.22
Balance as of April 30, 1965	5,687.78

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this eighth day of April, 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 CARL F. DOCKMAN, President of Capital Savings and Loan Association, Inc.,

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

As witness my hand and Notarial Seal,

Helena Reymann
Helena Reymann *Notary Public.*

My commission expires
July 1, 1965

FILED
1965 APR -9 AM 9:39

LIBER 163 PAGE 563

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE

CIRCUIT COURT

FOR

~~OR~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,138 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 9th day of April, in the year nineteen hundred and sixty-five, for Anne Arundel County (in Equity), by the Circuit Court/ ~~of Baltimore City,~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed **Trustees** to make said sale, and that the course and manner of their proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel County/ ~~the City of Baltimore,~~ as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge

FILED

1965 APR -9 PM 4:00

LIBER 163 PAGE 564

Equity Docket 23 folio 7
Case No. 17,138

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

BOND NO. 78 62 749 No. 17,138 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 13 PAGE 171

That we, Paul Beall & James H. Whitney, 1406 Fidelity Building, Balto. Md. and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100----------($9,000.) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of May in the year of our Lord one thousand nine hundred and sixty-five.

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

mentioned in the proceedings in the case of Capital Savings & Loan Association, Inc. (formerly The Capital Building & Loan Association of Baltimore City) vs. Ernest H. Wicks, a/k/a Ernest W. Wicks, Kathleen E. Wicks, h/w & Viola C. Wicks, his mother now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Paul Beall & James H. Whitney do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Helena C. Reymann
Helena C. Reymann

Paul Beall (SEAL)
Paul Beall

James H. Whitney (SEAL)
James H. Whitney

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn J. Whitney
Dawn J. Whitney *As to Surety*

By
Clinton A. Killam, Jr., *Attorney-in-Fact*

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

FILED
1965 MAY 26 AM 9:49

Bond approved this 26th day of May, 1965
Louis N. Phipps, Clerk

9

BEALL, WHITNEY AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

GREEN HAVEN

By virtue of a Decree of the Circuit Court for Anne Arundel County (In Equity) Case No. 17138; the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 28th DAY OF MAY, 1965, AT 3:00 O'CLOCK P.M.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS THEREON, situate in the Third Election District of Anne Arundel County, and described as follows:

BEING known and designated as Nos. 5 to 13, inclusive, Section 25, as shown on the Plat of Green Haven, Armiger Addition, which plat is filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 59, said property being located at the southeast corner of Forest Glen Drive and Duvall Highway (formerly known as The Pike) and fronts on the east side of Forest Glen Drive approximately 160 feet and on the south side of Duvall Highway approximately 210 feet, and IMPROVED BY TWO FRAME DWELLINGS.

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

10 N

TERMS OF SALE: Cash. A deposit of Five Hundred Dollars ($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 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 and transfer taxes to be paid by the purchaser.

PAUL BEALL
JAMES H. WHITNEY,
Trustees

ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868

M-27

LIBER 163 PAGE 565 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 31, 1965

We hereby certify, that the annexed

Trustee's Sale

Eq. 17,138

Green Haven

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 May, 1965. The first insertion being made the 6th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 JUN -1 PM 4:22

LIBER 163 PAGE 566

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 28th day of MAY, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared E.L. Gilbert for The Sanbarlyn Co ~~Baltimore County~~ purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal~~ is ~~_____~~, and that he has not directly or indirectly discouraged anyone from bidding for the said SE corner Forest Glen Drive & Duvall Highway - Green Haven Plat Co. mentioned in the said Report of Sale.

1965 JUN -3 AM 10:37

THE SANBARLYN CO.

BY E.L. Gilbert
Purchaser

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE, MD. (SEAL)

Alexander Cooper
Notary Public

Purchaser

LIBER 163 PAGE 567

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
(formerly The Capital Building and Loan Association of Baltimore City)

VS

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)
(Case No. 17138)

BEALL, WHITNEY AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

GREEN HAVEN

By virtue of a Decree of the Circuit Court for Anne Arundel County (In Equity) Case No. 17138, the undersigned Trustees will sell at public auction on the premises, on

FRI., THE 28th DAY OF MAY, 1965, AT 3:00 O'CLOCK P.M.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS THEREON, situate in the Third Election District of Anne Arundel County, and described as follows:

BEING known and designated as Nos. 5 to 13, inclusive, Section 25, as shown on the Plat of Green Haven, Armiger Addition, which plat is filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 59, said property being located at the southeast corner of Forest Glen Drive and Duvall Highway (formerly known as The Pike) and fronts on the east side of Forest Glen Drive approximately 160 feet, and on the south side of Duvall Highway approximately 210 feet, and IMPROVED BY TWO FRAME DWELLINGS.

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 Five Hundred Dollars ($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 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 and transfer taxes to be paid by the purchaser.

PAUL BEALL
JAMES H. WHITNEY,
Trustees

ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868 M-27

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 28th day of May 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 6400.00 to The Sanbarlyn Co. By E.L. Gilbert, Pres. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 28th day of May 1965, purchased the property described in the attached advertisement of sale from Paul Beall, and James H. Whitney, Trustees at and for the sum of $ 6400.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The Sanbarlyn Co
By E.L. Gilbert
Purchaser

FILED
1965 JUN -3 AM 10:37

LIBER 163 PAGE 568

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE

CIRCUIT COURT

~~OF~~ FOR

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

(IN EQUITY)

Case No. 17138

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 1st Day of June, 1965

Bessie Kah
Notary Public

BESSIE KAH NOTARY PUBLIC

FILED

1965 JUN -3 AM 10: 37

13

REPORT OF SALE

LIBER 163 PAGE 569

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

vs.

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

IN THE

CIRCUIT COURT

for

~~XXX~~

ANNE ARUNDEL COUNTY

~~XXXXXXXXXXXXXXXX~~

(IN EQUITY)

Case No. 17138

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 Lots 5 to 13, inclusive, Section 25, Green Haven, Armiger Addition, 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 ~~daily~~ newspaper published in Anne Arundel County, ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Friday the 28th day of May, 1965, at three o'clock P.M. attend on the premises and then and there sold the aforesaid fee simple property known as Lots 5 to 13, inclusive, Section 25, Green Haven, Armiger Addition to THE SANBARLYN CO., at and for the sum of Six Thousand Four Hundred Dollars ($6,400.00), they having offered the highest price therefor.

Paul Beall

James H. Whitney

Trustees

FILED

1965 JUN -3 AM 10: 37

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this second day of June, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAUL BEALL and JAMES H. WHITNEY, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

My commission expires July 1, 1965

Helena Reymann *Notary Public.*

4

LIBER 163 PAGE 570

ORDER NISI

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. (formerly The Capital Building and Loan Association of Baltimore City)

versus

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, ~~his wife, and VIDA C. WICKS, his~~ mother

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,138 Equity

Ordered, this 3rd day of June, 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 12th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

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

Louis N. Phipps Clerk.

True Copy,

Paul Beall, Atty.

TEST: For the Maryland Gazette (June 10th Edition) Clerk.

(Final Order)

CAPITAL SAVINGS AND LOAN ASSOCIATION INC. (formerly The Capital Building and Loan Association of Baltimore City

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS ~~his wife and VIDA C. WICKS, his~~ mother.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of July, 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.

E. Mackall Childs JUDGE.

FILED

1965 JUL 13 AM 11:30

15

LIBER 163 PAGE 571

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,138 Equity

Capital Savings and Loan Association, Inc. (formerly The Capital Building and Loan Association of Baltimore City)

versus

ERNEST H. WICKS, also known as Ernest W. Wicks, KATHLEEN E. WICKS, his wife, and VIDA C. WICKS, his mother

Ordered, this 3rd day of June, 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 cause to the contrary thereof be shown on or before the 12th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

Jy-1

FILED

16 No. M. G. 9337

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,138
Ernest H. Wicks

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 163 PAGE 572

In the Case of

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
(formerly The Capital Building & Loan Association)

VS.

ERNEST H. WICKS a/k/a
ERNEST W. WICKS, et al

In the Circuit Court For Anne Arundel County

No. 17,138 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 AUG 11 AM 11:17

FILED

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27th day of August, 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: C. B. Tollevik, deputy

FILED
1965 AUG 27 AM 9:08

17

Dr. Mortgaged Real Estate of Ernest H. Wicks and
Kathleen E. Wicks, his wife and
Vida C. Wicks, his mother

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

						Cr.	
By	Amount of sale as per Trustees' Report						
	of Sale filed			6,400	00		
By	Interest 6% on deferred payment						
	$5,900.00 from 5/28/65 to 8/4/65			64	60		
By	Adjustment, taxes from 5/28/65 to 6/30/65			14	65		
By	Adjustment, sanitary charges from 5/28/65						
	to 12/31/65			22	80		
						6,502	05
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	222	00				
				297	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	00				
	Auditor, this account	35	00				
				74	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	90	24				
	Fidelity & Deposit Co. of Maryland - bond	36	00				
	Alex Cooper Auctioneers, Inc., fee	220	00				
				346	24		
To	Capital Building & Loan Assoc. of Balti-						
	more City, Mortgagee, in full for						
	mortgage claim filed	5,687	78				
	The Capital Building & Loan Assoc. of						
	Baltimore City, on account of interest						
	6% from 5/1/65 to 8/27/65	97	03				
				5,784	81		
						6,502	05

E-116—1M—4-63.

LIBER 163 PAGE 574

PETITION FOR SALE OF PROPERTY

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

Vs.

ROBERT E. WEBB and
GERTRUDE M. WEBB, his wife
1603 Westway
GLEN BURNIE (A.A.CO.) MARYLAND
Defendants

Docket ---------- Folio ----------

Case No. No. 17,141 Equity

Filed ----------

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 30th day of March A.D. 1961 the defendants Executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9,500.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That said Defendants are now in default under the covenants of said mortgage.

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

And as in duty, &c.

J. Purdon Wright

J. Purdon Wright
345 St. Paul Place
Baltimore, Maryland, 21202
539-1789 Attorney for Plaintiff

FILED

1965 APR 12 AM 9:19

LIBER 163 PAGE 575

VA Form VA-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

BOOK 1466 PAGE 571

MORTGAGE

No. 17,141 Equity

THIS MORTGAGE, made this 30th day of March, A. D. 1961, by and between

Robert E. Webb and Gertrude M. Webb, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association of Baltimore City a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

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 00/100---------- 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 (5 1/4%) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association of Baltimore City, 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 54/100---------- Dollars ($ 52.54), commencing on the first day of April, 19 61, 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 March, 19 91. 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. 2, Block 43, as shown upon the Plat of Section 5, Harundale, recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 28. The improvements thereon being known as No. 1603 Westway.

BEING the same lot of ground described in an assignment of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County which was assigned and conveyed by Inland Realty, Inc. unto the herein mortgagors.

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

FILED
1965 APR 12 AM 9:19

2 "Petitioners Exhibit No. 1"

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $150.00, payable half-yearly on the 30th days of March and September ---------- in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or J. Purdon Wright, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

5

LIBER 163 PAGE 578 BOOK 1466 PAGE 574

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: Max Brock

Catherine E. Preston

Catherine E. Preston

Robert E. Webb [SEAL]
Robert E. Webb

[SEAL]

Gertrude M. Webb [SEAL]
Gertrude M. Webb

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1466 PAGE 575

I HEREBY CERTIFY, That on this 23rd day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Gertrude M. Webb, one of the above named Mortgagors, and she acknowledged the foregoing mortgage to be her act.

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

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

Catherine E. Preston
Catherine E. Preston Notary Public.

STATE OF NEW YORK, COUNTY OF Westchester TO WIT:

I HEREBY CERTIFY, that on this 30th day of March, 1961, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert E. Webb, one of the above named Mortgagors and he acknowledged the foregoing mortgage to be his act.

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

Rec'd for record April 12, 1961 at 9:02 A.M. 1100
Mailed to American Nat'l. Bldg. & Loan Ass'n. of Balto. City

Max Brock Notary Public

STATE OF MARYLAND 42997

Mortgage

FROM

ROBERT E. WEBB AND GERTRUDE M. WEBB HIS WIFE

TO

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 1961 at 1466 o'clock M.
Same day recorded in Liber No. Folio &c., one of the Land Records of ..... a examined per ....., Clerk.

Cost of Record, $ 1100

U.S. GOVERNMENT PRINTING OFFICE: 1957—O—427739

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

1603 WESTWAY

4 A Rec 11.00

M-11/59

LIBER 163 PAGE 579

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington & Liberty Sts Plaintiff
Baltimore, Maryland, 21201

VS.

ROBERT E. WEBB and
GERTRUDE M. WEBB, his wife
1603 Westway
Glen Burnie (A.A.Co.) Maryland
Defendants

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. ___, Folio___

Case No. 17,141 Equity

NON-MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY, that on the 9th day of April, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel ~~Baltimore~~ County (City), personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

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

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

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

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

Sue C. Quasny
Sue C. Quasny Notary Public

Howard I. Scaggs
Howard I. Scaggs Affiant

FILED

1965 APR 12 AM 9:19

6

IIM—5-59.

LIBER 163 PAGE 580

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

VS.

ROBERT E. WEBB and
GERTRUDE M. WEBB, his wife
1603 Westway
Glen Burnie, (A.A.Co.) Maryland
Defendants

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 17,141 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City

under the mortgage from Robert E. Webb and Gertrude M. Webb, his wife

to The American National Building and Loan Association of Baltimore City

dated the 30th day of March, 19 61, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber GTC No. 1466 Folio 571, etc.

Principal balance as of November 16, 1964	$ 8,968.71
Interest to May 31, 1965	274.68
	$ 9,243.39
Debit balance in expense account as of March 30, 1965	78.70
	$ 9,322.09

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

BY: Howard I. Scaggs
Howard I. Scaggs, President

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ ANNE ARUNDEL, Sct.

I HEREBY CERTIFY, that on this 9th day of April in the year nineteen hundred and sixty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said County ~~of Baltimore~~, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City

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

Sue C. Quasny
Sue C. Quasny, Notary Public

FILED
1965 APR 12 AM 9:19

7

E-117—1M—10-63.

LIBER 163 PAGE 581 Anne Arundel
Decree in Circuit Court for ~~Baltimore~~ County.
THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

Vs.

ROBERT E. WEBB and
GERTRUDE M. WEBB, his wife
1603 Westway, Glen
Burnie, A.A. County, Maryland

DOCKET _____ FOLIO _____
CASE NO. 17,141 Equity
FILED _____

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

_____ TERM, 19____

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 12th day of April in the year nineteen hundred and sixty-five by the Circuit Court of Baltimore County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,450.00 Fair Value Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be $500.00 cash at time and place of sale, the balance in cash at time of ratification of sale by the Court, or all cash as purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sadusky
JUDGE

FILED
1965 APR 12 PM 2:31

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 163 PAGE 582 LIBER 13 PAGE 164

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 17,141 Equity

American National Building and Loan Association of Baltimore City

versus

Robert E. Webb and Gertrude E. Webb, H/W

SUBSTITUTED
BOND OF TRUSTEE TO SELL
REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, Jr.

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Four Hundred Fifty and 00/100 Dollars ($ 8,450.00) 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 17th day of May in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright, Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of

American National Building and Loan Association of Baltimore City

versus

Robert E. Webb and Gertrude E. Webb, H/W

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden J. Purdon Wright, Jr.

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

[signature] J. Purdon Wright, Jr. (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Thelma I. Barry
Witness as to Surety

By Douglas Von Hagel
Douglas Von Hagel, Attorney in fact

Bond approved this 20th day of May, 1965

Louis N. Phipps, Clerk

FILED
1965 MAY 20 PM 3:22

J. PURDON WRIG
Solicitor
345 St. Paul Place
Balto., Md. 21202

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

1603 WESTWAY
Harundale Section,
Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, Case No. 17141, the undersigned, Trustee, will sell at public auction on the premises, on

THURS., MAY 27, 1965 AT 4 O'CLOCK P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 2, Block 43, as shown upon the Plat of Section 5, Harundale, recorded among the Land Records of Anne Arundel County in Plat Book No. 20, folio 28. The improvements thereon being known as No. 1603 Westway. Subject to an annual ground rent of $150 and improved 1-story dwelling with aluminum siding and containing 5 rooms, bath and utility room.

Terms of Sale: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equity. All expenses including special paving taxes, if any, to be adjusted to date of sale. Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

J. PURDON WRIGHT,
Trustee

ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868 M-27

10
No. M

LIBER 163 PAGE 583

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 31, 1965

We hereby certify, that the annexed Trustee's Sale Eq. 17,141 1603 Westway

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 27th day of May, 1965. The first insertion being made the 6th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 JUN -1 PM 4:22

LIBER 163 PAGE 584

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of June 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is the purchaser and purchased same as principal and not as an agent for anyone, and that it has not directly or indirectly discouraged anyone from bidding for the said 1603 Westway mentioned in the said Report of Sale.

Sue C. Quasny
Notary Public

Howard I. Scaggs,
President, The American National
Building and Loan Association of
Baltimore City,
Affiant

FILED
1965 JUN -3 AM 11: 19

11

E-123—1 M—10-63.

LIBER 163 PAGE 585

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

VS.

ROBERT E. WEBB and
GERTRUDE M. WEBB, his wife
1603 Westway
Glen Burnie, Maryland
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL [redacted] COUNTY

IN EQUITY

Case No. 17,141 Docket 23 folio 8

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR BALTIMORE COUNTY:

The Report of Sale of J. Purdon Wright, Jr., Substitute Trustee---- appointed by the decree in the above entitled cause to make sale of leasehold property known as 1603 Westway

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

a weekly newspaper, published in Anne Arundel [redacted] County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Thursday the 27th day of May, 19 65, at 4:00 o'clock, P. M., attend on the premises and then and there sold said leasehold property unto The American National Building and Loan Association of Baltimore City, Lexington and Liberty Streets, Baltimore, Maryland, 21201, the mortgagee herein, at and for the price of $8,450.00, it being the highest bidder at said sale.

J. Purdon Wright, Jr., Substitute Trustee.

FILED
1965 JUN -3 AM 11:18

State of Maryland, County of Anne Arundel [redacted], Sct.

I Hereby Certify, that on this 2nd day of June, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel [redacted] aforesaid, personally appeared J. Purdon Wright, Jr., Substitute Trustee---- and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Sue C. Quasny, Notary Public J. P

12

LIBER 163 PAGE 586

ORDER NISI

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

versus

ROBERT E. WEBB and GERTRUDE M. WEBB, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,141 Equity

Ordered, this 3rd day of June, 19 65, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

The report states that the amount of sale was $ 8,450.00.

Louis N. Phipps Clerk.

True Copy,
J. Purdon Wright, Atty.

TEST: Clerk.
For the Maryland Gazette (June 10th Edition)

(Final Order)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

versus

ROBERT E. WEBB and GERTRUDE M. WEBB, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of July, 1965 that the sale made and reported by the Sub. 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 Sub. Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Mackall Chilton
JUDGE.

FILED
1965 JUL 14 AM 9:15

13

LIBER 163 PAGE 587

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,141 Equity

The American National Building and Loan Association of Baltimore City, a body corporate

versus

ROBERT E. WEBB and
GERTRUDE M. WEBB, his wife

Ordered, this 3rd day of June, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

The report states that the amounts of sale was $8,450.00.

LOUIS N. PHIPPS, Clerk

True Copy TEST:
LOUIS N. PHIPPS, Clerk
Jy-1

FILED

14 No. M. G. 9339

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,141

Robert E. Webb

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 163 PAGE 588

In the Case of

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

ROBERT E. WEBB AND GERTRUDE M. WEBB

In the

Circuit Court

For

Anne Arundel County

No. 17,141 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 AUG 13 PM 2:12

All of which is respectfully submitted.

Auditor.

FILED
1965 AUG 13 PM 2:12

FINAL ORDER

ORDERED BY THE COURT, this 31st day of August, 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: Robert E. Wayson
Deputy

FILED
1965 AUG 31 AM 10:52

15

LIBER 163 PAGE 589

16 Dr. Mortgaged Real Estate of Robert E. Webb and Gertrude M. Webb, his wife

In Acct. with J. Purdon Wright, Jr. Substitute Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			8,450	00		
By	Interest 6% on deferred payment						
	$7,950.00 from 5/27/65 to 7/16/65			67	25		
By	Adjustment, taxes from 5/27/65 to 6/30/65			13	47		
By	Adjustment, sanitary charges from						
	5/27/65 to 12/31/65			15	05		
By	Adjustment, maintenance charges from						
	5/27/65 to 12/31/65			6	59		
						8,552	36
To	Trustee for fee, viz	75	00				
To	Trustee for commission, viz	283	50				
				358	50		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	36	50				
	Auditor, this account	35	00				
				81	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	83	24				
	U.S. Fidelity & Guaranty Co. - bond	34	00				
	Alex Cooper, Auctioneers, Inc. - fee	35	00				
	Adjustment, ground rent, 3/30/65 to						
	5/27/65	23	84				
	Maintenance charges 1962 to 1965	36	00				
				212	08		
To	The American National Building & Loan						
	Assoc. of Baltimore, Mortgagee, on						
	account of claim filed	7,900	28				
				7,900	28		
						8,552	36

Balance due on mortgage as per mortgage		
claim filed	9,322	09
Interest 5¼% on principal balance		
$9,047.41 from 6/1/65 to 8/31/65	118	95
	9,441	04
Credit amount allowed above	7,900	28
This amount subject to decree in personam	1,540	76

LIBER 163 PAGE 591

PETITION FOR FORECLOSURE

OLD COURT SAVINGS AND LOAN, INC.
a body corporate of the State of Maryland

8654 Liberty Road
Randallstown, Maryland

VS.

Warder Roscoe Cooper and Wilda J. Cooper, his wife

912 Princeton Terrace
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

~~OF~~ FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,405 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 16th **day of** July **A. D.,** 1962 **the defendant executed and delivered to** OLD COURT SAVINGS AND LOAN, INC. **a mortgage upon certain** leasehold **property in** ~~the City of Baltimore~~ Anne Arundel County, **therein described, to secure the payment of the mortgage debt of** $ 13,490.00 **and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage,** and Mortgage Note, **marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.** That said Mortgage is now in default.

Recorded July 18, 1962
Liber GTC-1579, folio 219.
Attorney Fee - $200.00

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

And as in duty, &c.

WILLIAM I. WEINSTEIN
8654 Liberty Road
Randallstown, Maryland
922-3410 *Attorney for Plaintiff*

FILED

1964 JUN 12 AM 10: 10

PETITIONER'S EXHIBIT NO. 1

LIBER 163 PAGE 592

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 1579 PAGE 219

MARYLAND

No. 16,405 Equity

MORTGAGE

THIS MORTGAGE, made this 16th day of July, A. D. 1962, by and between **WARDER ROSCOE COOPER and WILDA J. COOPER, his wife**

of **Anne Arundel County**, in the State of Maryland, hereinafter called the Mortgagor, and **OLD COURT SAVINGS AND LOAN, INC.**

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

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of **THIRTEEN THOUSAND FOUR HUNDRED AND NINETY and 00/100----------** Dollars ($**13,490.00**), being part of the purchase money for the property hereinafter described, with interest from date at the rate of **Five and One-Fourth** per centum (**5¼** %) per annum until paid, principal and interest being payable at the office of **Old Court Savings and Loan, Inc.**, in **Baltimore** Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of **Seventy-Four and 52/100----------** Dollars ($ **74.52**), commencing on the first day of **August**, 19**62**, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **July**, 19**92**. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being known and designated as Lot # 32, Block D, as designated and shown on Plat entitled, "Plat # 4, Suburbia", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 78. The improvements thereon now being known as 912 Princeton Terrace.

BEING the same lot of ground which by Deed of Assignment of even date, and recorded or intended to be recorded among the Land Records of Anne Arundel County, was Deeded and Assigned by Suburbia Construction Co., Inc., unto the within named Mortgagors.

For Value Received, OLD COURT SAVINGS AND LOAN, INC. hereby assigns all of its right, title and interest in and to the within mortgage and Debt secured thereby unto THE EQUITABLE TRUST COMPANY.

AS WITNESS the seal of the Corporation and the signature of William I. Weinstein, President thereof, this 6th day of May, 1963.

TEST:

JEROME S CARDIN

OLD COURT SAVINGS AND LOAN, INC.

By William I. Weinstein
William I. Weinstein
President

OLD COURT SAVINGS AND LOAN, INC. INCORPORATED 1960 MARYLAND

FILED

1964 JUN 12 AM 10:10

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

LIBER 163 PAGE 593 BOOK 1579 PAGE 220

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenanees thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above deseribed property, (provided, however, that the Mortgagor shall be entitled to eolleet and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attaehed to or used in eonneetion with the premises herein described and in addition thereto the following described household applianees, whieh 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 sueeessors and assigns, **subject to the payment of an annual ground rent of One Hundred Fifty, ($150.00) Dollars payable in semi-annual installmanes on the 4th days of April and October in each and every year.**

PROVIDED, That this eonveyanee shall be null and void upon the performanee of all eonditions and stipulations mentioned herein and upon the full payment of the prineipal debt seeured hereby, and the interest thereon, and all moneys advaneed or expended, and all other proper eosts, eharges, eommissions and expenses as herein provided. When this mortgage shall have been fully paid off in aeeordanee 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 prineipal 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 sueh installment), or if there be a default in any of the eonditions, stipulations or eovenants of this mortgage, then the Mortgagee may exereise the option of treating the remainder of the mortgage debt hereby seeured due and payable. Failure to exereise this option shall not constitute a waiver of the right to exereise it in the event of any subsequent default.

File in Equity 10 Days

SHORT ASSIGNMENT
OF MORTGAGE

FROM

THE EQUITABLE TRUST COMPANY

TO

OLD COURT SAVINGS AND LOAN, INC.

BLOCK

Recorded for record this 17 day of June 1968 at 10:21 o'clock A.M. Same day

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1968 JUN 17 AM 10:21
& RECORDED IN LIBER LNP NO. 1579 FOLIO 233
LOUIS G. PHIPPS CLERK

Recorded in Liber No. 1579 Folio 233 etc. the Land Records of Baltimore County and examined.

Per

Recorded for record this 17 day of June 1968 at 10:21 o'clock A.M. Same day

Per

WILLIAM I. WEINSTEIN Clerk.

WILLIAM I. WEINSTEIN
ATTORNEY AT LAW
8654 LIBERTY ROAD
RANDALLSTOWN, MD.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or **William I. Weinstein**, 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 **Two Hundred** Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans' Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

William I. Weinstein
WILLIAM I. WEINSTEIN

William I. Weinstein
WILLIAM I. WEINSTEIN

Warder Roscoe Cooper [SEAL]
Warder Roscoe Cooper

[SEAL]

Wilda J. Cooper [SEAL]
Wilda J. Cooper

[SEAL]

STATE OF MARYLAND, City OF BALTIMORE to wit: BOOK 1579 PAGE 223

I HEREBY CERTIFY, That on this 16th day of **July**, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the **County of Baltimore** aforesaid, personally appeared **Warder Roscoe Cooper and Wilda J. Cooper, his wife** the above named Mortgagors, and **they** acknowledged the foregoing mortgage to be **their** act.

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

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

NOTARY PUBLIC BALTIMORE MD.

1100 Mary Virginia Smithson
Notary Public.

Rec'd for record July 18, 1962 at 10:49A M.
Mailed to William I. Weinstein

FOR VALUE RECEIVED:, and without recourse, The Equitable Trust Company, Baltimore, Maryland hereby assigns the within mortgage unto Old Court Savings & Loan Association.

AS WITNESS: the signature of said body corporate by hand of W. A. Davis, its Vice President, and its corporate seal hereto affixed this 10th day of June, 1964.

ATTEST: C. Lynch Jr.
A. Lynch, Asst Secty - Asst Treas.

THE EQUITABLE TRUST COMPANY BY:
W. A. Davis, Second Vice President

SHORT ASSIGNMENT OF MORTGAGE

FROM OLD COURT SAVINGS & LOAN INC.

TO THE EQUITABLE TRUST COMPANY 10 N. CHARLES ST. BALTIMORE 3, MD

BLOCK 71

Received for Record ... M. Same day
Recorded in Liber M.H.P. No. ...
Examined and the ... of the ... Records of Baltimore City and examined.
Per ... Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1964 MAR 22 AM 9:16
RECORDED IN LIBER 1579 FOLIO 223
CLERK

C.T.C.

5M—10-58

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

LIBER 163 PAGE 596

OLD COURT SAVINGS AND LOAN, INC., a body corporate of the State of Maryland

8654 Liberty Road
Randallstown, Maryland

vs.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

912 Princeton Terrace
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

~~BY~~ FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,405 Equity

Docket ..... **Folio** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared William I. Weinstein, President of Old Court Savings and Loan, Inc., Plaintiff herein,

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.
WILLIAM I. WEINSTEIN, President

Subscribed and sworn to before me this 11th day of June 1964.

Notary Public

SANDRA BURTNICK NOTARY PUBLIC BALTIMORE COUNTY, MD.

FILED
1964 JUN 12 AM 10:10

LIBER 163 PAGE 597

STATEMENT OF MORTGAGE CLAIM

OLD COURT SAVINGS AND LOAN, INC., a body corporate of the State of Maryland

8654 Liberty Road
Randallstown, Maryland

vs.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

912 Princeton Terrace
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

~~XXXRXX~~ FOR

~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

No. 16,405 Equity

STATEMENT OF MORTGAGE DEBT

AMOUNT OF MORTGAGE	$13,490.00
Amount added to Principal Balance 4/20/64 to reimburse default in Expense Account	294.53
	$13,784.53
PAID ON ACCOUNT	292.57
	$13,491.96
Added Interest for 5 months and 9 days, from January 1, 1964	312.88
TOTAL BALANCE DUE	$13,804.84

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

I HEREBY CERTIFY, That on this 11th day of June in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said ~~City~~ County of Baltimore, personally appeared William I. Weinstein, President of Old Court Savings and Loan, 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.

SANDRA BURTNETT NOTARY PUBLIC BALTIMORE COUNTY MD

FILED
1964 JUN 12 AM 10 10

AS WITNESS my hand and Notarial Seal,

Sandra Burtnett
Notary Public.

LIBER 163 PAGE 598

DECREE FOR SALE OF MORTGAGE PREMISES

OLD COURT SAVINGS AND LOAN, INC., a body corporate of the State of Maryland

8654 Liberty Road
Randallstown, Maryland

vs.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

912 Princeton Terrace
Glen Burnie, Maryland

IN THE

CIRCUIT COURT

~~XXXXXX~~ FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,405 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 15th day of June, in the year nineteen hundred and sixty-four, by the Circuit Court ~~of Baltimore City~~ for Anne Arundel County **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; **that** Jerome S. Cardin be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of h proceedings shall be as follows: That he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by hi mself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Fourteen thousand ---------- Dollars, conditioned for the faithful performance of the trust reposed in h im by this decree, or to be reposed in h im by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County as ** he ~~shall think proper~~ of the time, place, manner and terms of sale, which shall be cash, deposit of $..... at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

** at least once in each week for three successive weeks, the first publication to be not less than fifteen (15) days prior to sale, and the last such publication to be not more than one (1) week prior to sale.

(Md. Rule W 74-2 (i))

FILED

1964 JUN 15 PM 12:25

LIBER 163 PAGE 599 AMENDED STATEMENT OF MORTGAGE CLAIM

OLD COURT SAVINGS AND LOAN, INC.,

a body corporate of the State of Maryland

vs.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

IN THE

CIRCUIT COURT

FOR

~~XXX~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

Equity Case #16,405

AMENDED STATEMENT OF MORTGAGE DEBT

AMOUNT OF MORTGAGE	$13,490.00
Amount added to Principal Balance 4/20/64 to reimburse default in Expense Account	294.53
	$13,784.53
Paid on Account	433.69
	$13,350.84
Added Interest for 7 Months from October 1, 1964	408.87
6 Months Late Charges-Nov., Dec., 1964; Jan., Feb., March and April, 1965	27.36
	$13,787.07

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

I HEREBY CERTIFY, That on this 1st day of May 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 William I. Weinstein, President of Old Court Savings and Loan, 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.

SANDRA BURDICK NOTARY PUBLIC BALTIMORE COUNTY, MD.

As witness my hand and Notarial Seal,

Sandra Burdick
Notary Public.

FILED

1965 MAY-4 AM 9:43

9

LIBER 163 PAGE 600

NEW AMSTERDAM CASUALTY COMPANY

227 St. Paul Street, Baltimore, Maryland

LIBER 13 PAGE 156

BOND NO: 19-0349-0570-65

No. 16,405 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Jerome S. Cardin - 233 Equitable Building - Baltimore, Maryland 21202 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 FOURTEEN THOUSAND AND NO/100 - - - - Dollars ($ 14,000.00 - - -), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of April in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden Jerome S. Cardin by virture of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland has been appointed trustee to sell property 912 Princeton Terrace, Glen Burnie, Maryland mentioned in the proceedings in the case of

Old Court Savings and Loan, Inc.

vs.

Warder R. and Wilda J. Cooper

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Jerome S. Cardin does and shall well and faithfully perform the trust reposed in him by said decree or that may be resposed 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

William J. Wenton

Jerome S. Cardin (Seal)

Bond approved this 10th day of May, 1965

Louis N. Phipps, Clerk (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

Witness: J. McDuffie

By R. H. Nichols, Attorney-In-Fact

J. McDuffie
Trustee—Receiver

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

FILED
1965 MAY 10 AM 10:03

WILLIAM I. WEINST
Solicitor
8654 Liberty Road
Randallstown, Md.

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

912 PRINCETON TERRACE
Suburbia Section,
Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, Docket 16, Folio 405, the undersigned, Trustee, will sell at public auction on the premises, on

THURS., MAY 27, 1965 AT 1 P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 32 Bock D as designated and shown on Plat entitled "Plat No. 4 Suburbia" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 Folio 78. The improvements thereon now being known as 912 Princeton Terrace. Subject to an annual ground rent of $150 and improved by a modern dwelling property.

Terms of Sale: Cash. A deposit of $1,000 will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equity. All expenses including special paving taxes, if any, to be adjusted to date of sale. Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

JEROME S. CARDIN,
Trustee
ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868 M-27

10A
No.

LIBER 163 PAGE 601

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 31, 1965

We hereby certify, that the annexed

Trustee's Sale

912 Princeton Terrace

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of May, 1965. The first insertion being made the 6th day of May, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 JUN -1 PM 4:22

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 22Th day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared William I. Weinstein for Old Court S. & L. Inc., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal~~ is _____, and that he has not directly or indirectly discouraged anyone from bidding for the said 1912 Princeton Terrace A.A County, mentioned in the said Report of Sale.

1965 JUN -3 AM 10:45

Old Court Savings and Loan Inc.

By William I. Weinstein President (SEAL)
Purchaser

Joseph A. Cooper
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO., MD.

_____
Purchaser

LIBER 163 PAGE 603

OLD COURT SAVINGS AND LOAN, INC., a body corporate of the State of Maryland

vs.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

*

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity Case No. 16,405

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A. Cooper this 27th Day of May, 1965

George Kahn
Notary Public

FILED
1965 JUN -3 AM 10:45

18

LIBER 163 PAGE 604

OLD COURT SAVINGS AND LOAN, INC.,

a body corporate of the State of Maryland

VS

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity

Case No. 16,405

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 27th day of May 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 12,800.00 to Old Court S & L. Inc. by William I. Weinstein, Pres. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Joseph S. Cooper
Alex Cooper - Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 27th day of May 1965, purchased the property described in the attached advertisement of sale from Jerome S. Cardin, Trustee at and for the sum of $12,800.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Old Court Savings and Loan Inc.
By: William I. Weinstein, Pres.
Purchaser

WILLIAM I. WEINSTEIN,
Solicitor
8654 Liberty Road
Randallstown, Md.

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING PROPERTY

912 PRINCETON TERRACE
Suburbia Section,
Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, Docket 16, Folio 405, the undersigned, Trustee, will sell at public auction on the premises, on

THURS., MAY 27, 1965 AT 1 P.M.

ALL THAT LOT OF GROUND SITUATE AND LYING in Anne Arundel County, Maryland and described as follows:

BEING known and designated as Lot No. 32 Bock D as designated and shown on Plat entitled "Plat No. 4 Suburbia" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30 Folio 78. The improvements thereon now being known as 912 Princeton Terrace. Subject to an annual ground rent of $150 and improved by a modern dwelling property.

Terms of Sale: Cash. A deposit of $1,000 will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equity. All expenses including special paving taxes, if any, to be adjusted to date of sale. Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

JEROME S. CARDIN,
Trustee
ALEX COOPER
AUCTIONEERS, INC.
212 N. Calvert St.
Balto. 2, Md.
PLaza 2-4868 M-27

FILED
1965 JUN -3 AM 10:45

LIBER 163 PAGE 605

OLD COURT SAVINGS AND LOAN, INC., a body corporate of the State of Maryland

vs.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

* IN THE
* Circuit Court for
* ANNE ARUNDEL COUNTY
* Equity Case No. 16,405

****

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of JEROME S. CARDIN, Trustee, appointed by the decree in the above entitled cause, to make sale of leasehold property situate in Anne Arundel County, Maryland, known as 912 Princeton Terrace, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the "Maryland Gazette", a weekly newspaper published in Anne Arundel County for at least three successive weeks preceeding the day of the sale, the said Trustee, Jerome S. Cardin, did pursuant to said notice on the 27th day of May, 1965, at 1:00 P.M. attend on the premises and then and there sold the property mentioned in these proceedings, that is to say:

Your Trustee offered at public sale to the highest bidder the property situated in Anne Arundel County, state of Maryland, and described as follows:

Being known and designated as Lot No. 32, Block D, as designated and shown on the Plat entitled "Plat No. 4 Suburbia", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 30, folio 78. The improvements thereon now being known as 912 Princeton Terrace.

FILED
1965 JUN -3 AM 10:45

And Your Trustee sold said property to OLD COURT SAVINGS AND LOAN, INC., 8654 Liberty Road, Randallstown, Maryland, at and for the sum of Twelve Thousand Eight Hundred ($12,800.00) Dollars, subject to an annual ground rent of One hundred fifty ($150.00) dollars, said Old Court Savings and Loan, Inc., at that price the highest bidder therefore.

Respectfully submitted,

Jerome S. Cardin, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:-

I HEREBY CERTIFY that on this 2ND day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JEROME S. CARDIN, Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

LIBER 163 PAGE 607

ORDER NISI

OLD COURT SAVINGS AND LOAN, INC.,
A BODY CORPORATE OF THE STATE OF
MARYLAND

versus

WARDER ROSCOE COOPER AND WILDA J.
COOPER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,405 Equity

Ordered, this 3rd day of June, 19 65, That the sale of the property in these proceedings mentioned made and reported by JEROME S. CARDIN, TRUSTEE

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

The report states that the amount of sale was $ 12,800.00

Lewis N. Phipps Clerk.

True Copy,

TEST:

William I. Weinstein, Atty. FOR: MARYLAND GAZETTE June 10th Edition Clerk.

(Final Order)

OLD COURT SAVINGS AND LOAN, INC.,
A BODY CORPORATE OF THE STATE OF
MARYLAND

versus

WARDER ROSCOE COOPER AND WILDA J.
COOPER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of July, 19 65 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Mackall Gilbert
JUDGE.

FILED

1965 JUL 13 AM 11:30

16

LIBER 163 PAGE 608

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,405 Equity.

Old Court Savings and Loan, Inc., a Body Corporate of the State of Maryland

versus

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife

Ordered, this 3rd day of June, 1965, That the sale of the property in these proceedings mentioned made and reported by Jerome S. Cardin, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of July next.

The report states that the amount of sale was $12,800.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-1

FILED

17 No. M. G. 9338

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,405
Warder Roscoe Cooper

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 163 PAGE 609

In the Case of

OLD COURT SAVINGS AND LOAN, INC.

VS.

WARDER ROSCOE COOPER and WILDA J. COOPER, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,405 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 JUL 27 PM 2:13

All of which is respectfully submitted.

July 27, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 12th day of August, 1965 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: C. B. Tolbert, deputy

FILED
1965 AUG 12 AM 10:13

LIBER 103 PAGE 610

Dr. OLD COURT SAVINGS AND LOAN, INC. vs. WARDER ROSCOE COOPER and WILDA J. COOPER, HIS WIFE,

In Acct. with JEROME S. CARDIN, Trustee

				Cr.
1965, May 27				
Proceeds of sale	12,800 00			
Interest on deferred balance of $11,800.00 from				
5/27/65 to 7/14/65 @ 6%	102 34	12,902 34		
Refund 1965 taxes 5/27/65 to 6/30/65	9 98			
Refund 1965 Sewer & Water Benefit - 5/27/65 to 12/31/65	41 57	51 55		
				12,953 89
To Trustee for fee, viz:	200 00			
To Trustee for commissions, viz:	417 06	617 06		
To Trustee for Court Costs, viz:				
Plaintiffs solicitors appearance fee	10 00			
Clerk of Court - court costs	32 50			
Auditor - stating this account	35 00	77 50		
To Trustee for expenses, viz:				
Capital-Gazette Press - advertising sale	66 52			
Capital-Gazette Press - Order nisi, sale	15 00			
Alex Cooper Auctioneers, Inc. - auctioneer's fee	35 00			
New Amsterdam Casualty Co. - bond premium	56 00			
Ground Rent (150.00) 4/4/65 to 5/27/65	22 16			
Louis N. Phipps, Clerk, recording Short Assmt. of Mtge.	1 00			
Notary fees	2 00	197 68		
To Old Court Savings and Loan, Inc. this balance				
on account of claim filed	12,061 65	12,061 65		
				12,953 89

Amount of Mortgage claim filed	13,787	07
Interest on principal balance of $13,350.84 from		
5/1/65 to 8/12/65 - 103 days @ 5¼%	197	65
	13,984	72
Credit - amount allowed above	12,061	65
Balance subject to Decree in Personam	1,923	07