LIBER 164 PAGE 1

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

SITTING AS A COURT OF EQUITY

JAMES K. FOLEY, et ux CARY H. FOLEY 6221 Valley Road Bethesda, Maryland Plaintiffs VS. JACK PINKSTON, et ux RUBYE L. PINKSTON 8405 Georgia Avenue Silver Spring, Maryland and OLIVER L. HARDESTY, et ux EDNA B. HARDESTY 8112 Grove Street Silver Spring, Maryland and HERBERT T. GIDDINGS, et ux LOUIE T. GIDDINGS Valley Lee, Maryland Defendants	EQUITY NO. 14551

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators complaining say:

1. That the plaintiffs, James K. Foley et ux and Cary H. Foley, are the joint owners of a one third interest in a parcel of land granted to James K. Foley et ux and Cary H. Foley, Jack Pinkston et ux, Rubye L. Pinkston and Oliver L. Hardesty et ux, Edna B. Hardesty by deed recorded April 14, 1958, among the Land Records of said Anne Arundel County in Book No. 1196, Page 360.

2. That the defendants, Herbert T. Giddings et ux Louie T. Giddings are the holders of a Deed of Trust on said property, on which there is a balance due and owing of approximately $3,200.00

3. That the said real estate, consisting of approximately one hundred acr s, with a tobbacco barn thereon, cannot be divided without loss, injury or damage to the interested parties.

4. That the plaintiffs are desirous of selling their

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interest, because of certain difference between the parties hereto; but, the defendants, Pinkston and Hardesty, have refused to pay a fair and equitable price for their interest thereto.

TO THE END THEREFORE:

1. That a partition of the said real estate maybe made among the aforesaid parties according to their just proportions pursuant to the provision of Article 16, Section 154 of the Annotated Code of Maryland, 1951, Edition.

2. That your Orators may have such other and further relief as the value of the case may require and to the Court may seem meet and just.

James K. Foley
JAMES K. FOLEY
ATTORNEY PER SE
947 Pershing Drive
Silver Spring, Maryland
JU.8-5750

Rudolph N. D'Agaris
RUDOLPH N. D'AGARIS
ATTORNEY FOR PLAINTIFFS
947 Pershing Drive
Silver Spring, Maryland
JU.9-5456

LIBER 164 PAGE 3

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY and wife CARY H. FOLEY, 6221 Valley Road, Bethesda, Maryland Plaintiffs	:	
-v-	:	EQUITY NO. 14,551
JACK PINKSTON and his wife RUBYE L. PINKSTON, 8405 Georgia Avenue Silver Spring, Maryland and OLIVER L. HARDESTY and his wife EDNA B. HARDESTY, 8112 Grove Street Silver Spring, Maryland and HERBERT T. GIDDINGS and his wife LOUIE T. GIDDINGS, Valley Lee, Maryland Defendants	:	

ANSWER OF HERBERT T. GIDDINGS and LOUIE T. GIDDINGS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Defendants, HERBERT T. GIDDINGS and LOUIE T. GIDDINGS, for their Answer to the above entitled Bill of Complaint say:

1. That they are without actual knowledge as to the present owners of the property set forth in Paragraph numbered one (1) of the Bill of Complaint and therefore, neither admit

LAW OFFICES OF
MEATYARD AND
CARLIN
BETHESDA, MARYLAND

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or deny the said allegations.

2. That they admit that they are the holders of a first deed of trust lien against the said property as set forth in paragraph numbered two (2) of the Bill of Complaint, the unpaid balance of which is $ 3125.88 as of August 9, 1961; said deed of trust and note bears interest at the rate of six per centum (6%) per annum and is payable in monthly installments of EIGHTY-FIVE and 00/100ths DOLLARS ($85.00), which includes principal and interest.

3. That they neither admit nor deny the allegations set forth in paragraph numbered three (3) of said Bill of Complaint.

4. That they neither admit nor deny the allegations of paragraph numbered four (4) of said Bill of Complaint because they have no knowledge of the differences between the parties.

To the end therefore:

1. That having fully answered the Bill of Complaint filed herein, your said defendants, state they have no objections to interpose, insofar as the legal owners of the said property desire to partition, but, do not waive their rights of priority created by the terms of the said first deed of trust and pray that this Honorable Court, in passing a Decree or Order, will protect the interests of the defendants, Herbert T. Giddings and Louie E. Giddings, his wife, as set forth in said deed of trust.

And as in duty bound, etc.

We hereby certify that we have mailed copies of the herein Answer to the Plaintiff's Defendant at the addresses shown on the Bill of Complaint by regular U.S. Mail Postage Prepaid this 12th day Sept 1961.
Signed Herbert T. Giddings. Louie E. Giddings

Herbert T. Giddings (SEAL)
HERBERT T. GIDDINGS
Louie E. Giddings (SEAL)
LOUIE E. GIDDINGS
Valley Lee, Maryland
Telephone: Great Mills 23 J.

LAW OFFICES OF
MEATYARD AND
CARLIN
BETHESDA, MARYLAND

LIBER 164 PAGE 5

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs vs. JACK PINKSTON ET UX RUBYE L. PINKSTON, ET AL Defendants	)))))))	EQUITY NO. 14,551

ANSWER OF

JACK PINKSTON ET UX RUBYE L. PINKSTON
and
OLIVER L. HARDESTY ET UX EDNA B. HARDESTY

- - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now the defendants, Jack Pinkston et ux Rubye L. Pinkston and Oliver L. Hardesty et ux Edna B. Hardesty, and make answer to plaintiffs' Bill herein as follows, to-wit:

1. That these defendants agree with the allegations contained in Paragraph One of plaintiffs' bill, except to say that each husband and wife team named owns an undivided one-third interest in said land as tenants-in-common with each other husband and wife party instead of as joint tenants or joint owners, as alleged.

2. That these defendants agree that Herbert T. Giddings et ux Louie E. Giddings are the holders of a lien against said property on which the balance due is approximately $3,100.00 but these defendants further say that said lien is represented by a mortgage and not by a deed of trust as alleged by plaintiffs.

3. That these defendants agree with the allegations contained in Paragraph Three of plaintiffs' bill, except to say that said parcel of land consists of approximately ninety acres instead of approximately one hundred acres as alleged by plaintiffs.

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LAW OFFICES OF
JACK PINKSTON
8403 GEORGIA AVE.
SILVER SPRING, MD.
JUNIPER 5-2844

5

4. That these defendants have no objection whatsoever to plaintiffs selling their one-third interest in said land, but these defendants deny that they have refused to pay plaintiffs a fair and equitable price for their interest in said land.

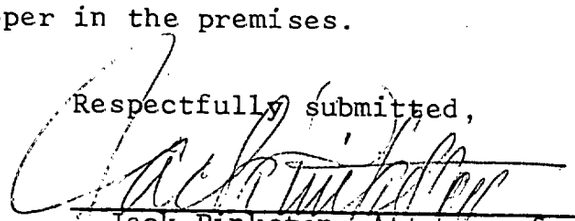
5. Answering further herein, these defendants respectfully aver that the filing of this action and the consequent wasting of the time of this Honorable Court, as well as the time and expense of the mortgagees, Mr. and Mrs. Herbert T. Giddings, named as co-defendants herein, were totally unnecessary; that these defendants never have objected to plaintiffs selling their interest in said land in any manner they desired; that plaintiffs have not negotiated with these defendants in good faith but instead plaintiffs have endeavored only to badger, threaten, intimidate and blackmail these defendants into purchasing plaintiffs' said interest; and notwithstanding said manner of approach by plaintiffs, these defendants have stood ready and willing to negotiate with the plaintiffs regarding the purchase of plaintiffs' said interest; and further, plaintiffs stated firmly to defendants by letter dated June 12, 1961, that plaintiffs had a purchaser for plaintiffs' said interest whom plaintiffs knew would be completely unacceptable to these defendants because of such purchaser's race and plaintiffs thereby were giving these defendants their last chance to purchase plaintiffs' said interest before closing the deal with said party; and these defendants did not even object to plaintiffs selling plaintiffs' interest to said party whom plaintiffs stated would be unacceptable to these defendants because of said party's race. These defendants earnestly urge, therefore, that all the costs incident to this unnecessary proceeding should be taxed against the plaintiffs.

WHEREFORE, premises considered, these defendants pray only:

(1) That all the costs incident to this proceeding be taxed against the plaintiffs; and,

(2) For such other and further orders and decrees as to the Court may appear just and proper in the premises.

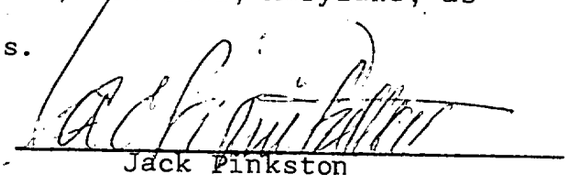
Respectfully submitted,



Jack Pinkston, Attorney for Dfts.
8403 Georgia Avenue
Silver Spring, Maryland
JU 5-2844

CERTIFICATE OF SERVICE

I hereby certify that copies of the aforegoing answer have been forwarded via U.S. Mail, postage prepaid, this 18th day of September, 1961, directly to Rudolph N. D'Agaris, Esquire, Attorney for Plaintiffs, 947 Pershing Drive, Silver Spring, Maryland; to Mr. and Mrs. Herbert T. Giddings, Valley Lee, Maryland; and to Meatyard & Carlin, Esqs., 4641 Montgomery Avenue, Bethesda, Maryland, as Attorneys for Mr. and Mrs. Giddings.



Jack Pinkston

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs vs. JACK PINKSTON ET UX RUBYE L. PINKSTON and OLIVER L. HARDESTY ET UX EDNA B. HARDESTY Defendants	EQUITY NO. 14,551

MOTION FOR APPOINTMENT OF A TRUSTEE

Comes now the plaintiffs and move the Court to appoint a Trustee to sell the property in question and to make distribution of the proceeds therefrom. The plaintiffs having inadvertently left such a request out of their prayers for relief.

Respectfully submitted

James K. Foley

JAMES K. FOLEY PER SE
Attorney at Law
8422 Georgia Avenue
Silver Spring, Maryland
JUniper 9-5750

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Motion and Order Appointing Trustee have been forwarded via U. S. Mail, postage prepaid, this 17th day of October, 1961, directly to Jack Pinkston, Attorney for defendants, Pinkston and Hurdestys, 8405 Georgia Avenue, Silver Spring, Maryland, and to Meatyard & Carlin, Attorneys for the defendants, Mr. and Mrs. Giddings, 4641 Montgomery Avenue, Bethesda, Maryland.

James K. Foley

JAMES K. FOLEY

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LIBER 164 PAGE 9

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs vs. JACK PINKSTON ET UX RUBYE L. PINKSTON ET AL Defendants	)))))))	EQUITY NO. 14,551

MOTION FOR LEAVE TO FILE AMENDED ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now the defendants, Jack Pinkston et ux Rubye L. Pinkston and Oliver L. Hardesty et ux Edna B. Hardesty, by their attorney, Jack Pinkston, and respectfully show:

1. That investigations made subsequent to the filing of these defendants' original answer herein show that the land constituting the res of this action is fully susceptible to partition in kind.

2. That, in fact, partition in kind of the land constituting the res hereof should be less expensive than selling the entire tract so one-third of the proceeds of one-third of said tract can be set aside to the plaintiffs herein, while the owners of the other two-thirds interest have no desire whatsoever to sell their said two-thirds interest in said tract.

3. That plaintiffs' substantive rights will not be adversely affected by the filing of these defendants' amended answer herein.

WHEREFORE, defendants pray that they be permitted to file the attached amended answer herein, in lieu of defendants' original answer heretofore filed herein.

Respectfully submitted,

Jack Pinkston, Attorney for Dfts.
8403 Georgia Avenue
Silver Spring, Maryland
JU 5-2844

LAW OFFICES OF
ACK PINKSTON
403 GEORGIA AVE.
LVER SPRING, MD.
JUNIPER 5-2844

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CERTIFICATE OF SERVICE

I hereby certify that copies of Motion for leave to file Amended Answer have been forwarded via U.S. Mail, postage prepaid, directly to Rudolph N. D'Agaris, Esquire, Attorney for Plaintiffs, and Meatyard & Carlin, Esqs., Attorneys for the defendants, Herbert T. Giddings et ux Louie E. Giddings, this 7th day of November, 1961.

Jack Pinkston

LIBER 164 PAGE 11

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs	))))	
vs.	))	EQUITY NO. 14,551
JACK PINKSTON ET UX RUBYE L. PINKSTON ET AL Defendants	))	

ORDER

The Motion of defendants for Leave to File Amended Answer herein having been presented to and duly considered, it is, by the Circuit Court for Anne Arundel County, Maryland, this 7th day of November, A.D., 1961,

ORDERED, that the defendants, Jack Pinkston et ux Rubye L. Pinkston and Oliver L. Hardesty et ux Edna B. Hardesty, be, and they hereby are, granted leave to file amended answer herein.

D. Bowie Duckett
Judge

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs	)	
vs.	)	EQUITY No. 14,551
JACK PINKSTON ET UX RUBYE L. PINKSTON, ET AL Defendants	)	

AMENDED ANSWER OF

JACK PINKSTON ET UX RUBYE L. PINKSTON

and

OLIVER L. HARDESTY ET UX EDNA B. HARDESTY

- - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now the defendants, Jack Pinkston et ux Rubye L. Pinkston and Oliver L. Hardesty et ux Edna B. Hardesty, and make amended answer to plaintiffs' Bill herein, as follows, to-wit:

1. That these defendants agree with the allegations contained in Paragraph One of plaintiffs' bill, except to say that each husband-and-wife team named owns an undivided one-third interest in said land as tenants-in-common with each other husband-and-wife party, instead of as joint tenants or joint owners, as alleged.

2. That these defendants agree that Herbert T. Giddings et ux Louie E. Giddings are the holders of a lien against said property on which the balance due is approximately $3,000.00, but these defendants further say that said lien is represented by a mortgage and not by a deed of trust as alleged by plaintiffs.

3. That these defendants deny that said land cannot be divided without loss, injury or damage to the interested parties; and say instead that said land can be partitioned in kind as easily

LAW OFFICES OF
ACK PINKSTON
03 GEORGIA AVE.
VER SPRING, MD.
JUNIPER 5-2844

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as any other unimproved land, the only improvement being a tobacco barn.

4. That these defendants have no objection whatsoever to plaintiffs selling their one-third interest in said land, but these defendants deny that they have refused to pay plaintiffs a fair and equitable price for their interest in said land.

5. Answering further herein, these defendants respectfully aver that the filing of this action and the consequent wasting of the time of this Honorable Court, as well as the time and expense of the mortgagees, Mr. and Mrs. Herbert T. Giddings, named as co-defendants herein, were totally unnecessary; that these defendants never have objected to plaintiffs selling their interest in said land in any manner they desired; that plaintiffs have not negotiated with these defendants in good faith, but instead plaintiffs have endeavored only to badger, threaten, intimidate and blackmail these defendants into purchasing plaintiffs' said interest; and, notwithstanding said manner of approach by plaintiffs, these defendants have stood ready and willing to negotiate with the plaintiffs regarding the purchase of plaintiffs' said interest; and further, plaintiffs stated firmly to defendants by letter dated June 12, 1961, that plaintiffs had a purchaser for plaintiffs' said interest whom plaintiffs knew would be completely unacceptable to these defendants because of such purchaser's race, and plaintiffs thereby were giving these defendants their last chance to purchase plaintiffs' said interest before closing the deal with said party; and these defendants did not even object to plaintiffs selling plaintiffs' interest to said party whom plaintiffs stated would be unacceptable to these defendants because of said party's race. These defendants earnestly urge, therefore, that all the costs incident to this unnecessary proceeding should be taxed against the plaintiffs.

WHEREFORE, premises considered, these defendants pray only:

1. That the sale of the two-thirds interest of these defendants be denied;

2. That all the costs incident to this proceeding be taxed against the plaintiffs; and,

3. For such other and further orders and decrees as to the Court may appear just and proper in the premises.

Respectfully submitted,

Jack Pinkston, Attorney for Dfts.
8403 Georgia Avenue
Silver Spring, Maryland
JU 5-2844

CERTIFICATE OF SERVICE

I hereby certify that copies of the aforegoing answer have been forwarded via U.S. Mail, postage prepaid, this 7th day of November, 1961, directly to Rudolph N. D'Agaris, Esquire, Attorney for Plaintiffs, 947 Pershing Drive, Silver Spring, Maryland; to Mr. and Mrs. Herbert T. Giddings, Valley Lee, Maryland; and to Meatyard and Carlin, Esqs., 4641 Montgomery Avenue, Bethesda, Maryland, as Attorneys for Mr. and Mrs. Giddings.

Jack Pinkston

LIBER 164 PAGE 15

JAMES K. FOLEY, et ux	:	
V.	:+	IN THE
JACK PINKSTON, et ux	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
		NO. 14,551 EQUITY

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

ORDER

The Bill of Complaint for Partition and Answers thereto having come on for hearing, exhibits were filed, counsel heard and being submitted;

Whereupon, it is this 3rd day of August, 1962, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that James D. Hicks, William H. Hall, and Isaac N. Shepherd be, and the same are hereby, appointed Commissioners to determine:

1. Whether the property mentioned in these proceedings may be partitioned or subdivided among the three owners without loss or injury and;

2. If so, then to subdivide the property accordingly and report their findings to this Court.

George Sachse
JUDGE

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15

PHONE 263-5050

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland

NIGHT CALLS
892-3411
267-7333

November 27, 1962

Judge George Sachse
Circuit Court
Anne Arundel County Court House
Annapolis, Maryland

Dear Sir:

The Commission which you appointed on August 3rd, 1962, Equity Case No. 14,551, James K. Foley, et ux, verses Jack Pinkston, et ux, consisting of James D. Hicks, William H. Hall, Isaac N. Shepherd, have had several meetings together and after weighing all aspects of this property as far as we can decide, feel that this property can be divided into three (3) parts near equal in value and without hurting the over-all value of the property.

Therefore, this is to certify that the property is now in the process of being divided.

Very truly yours,

James D. Hicks
James D. Hicks

Nancy Asquith
Witness (to all)
Nancy Asquith

William H Hall
William H. Hall

Isaac N. Shepherd
Isaac N. Shepherd

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16

August 16, 1963

Honorable Judge Bowie Duckett
Circuit Court of Anne Arundel County
Court House
Annapolis, Maryland

Dear Sir:

Pursuant to your court order Equity No. 14551, Foley versus Pinkston, the following property has been divided into three tracts not equal in area, but as near equal in value as we feel humanly possible to make.

Enclosed find eight (8) copies of the plat showing the outline of said Parcel of ground with the three divisions or tracts as mentioned above, including a newly created 30 foot right-of-way. Two copies of said plat are intended for the court use and if more are necessary do not hesitate to ask for same.

Enclosed find new deed descriptions, original and two carbon copies of each new proposed tract.

Enclosed find bill for survey services for doing the above mentioned work. However, there will be another smaller bill for the services of the three commissioners that you appointed. This will be forthcoming.

Yours very truly,

James D. Hicks

James D. Hicks
Chairman

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PHONE 263-5050

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland

NIGHT CALLS
892-3411
267-7333

Area: 5.87 acres
more or less

August 16, 1963

DEED DESCRIPTION

Tract No. 1

Beginning for the same at an iron pipe here set at the end of the North 52 degree 20 minute West 50 perch line in that conveyance from Herbert T. Giddings and wife to Oliver L. Hardesty, et. al. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360. Thence from the point of beginning so fixed and binding on and with part of the above mentioned outline, reversely as corrected to magnetic declination in 1962, South 49 degrees 52 minutes 20 seconds East 384.22 ft. to an iron pipe; thence leaving said outline and running for six new lines of division, South 40 degrees 07 minutes 40 seconds West 323.50 ft. to an iron pipe, North 52 degrees 52 minutes 30 seconds West 514.27 ft. to an iron pipe, South 26 degrees 07 minutes 20 seconds West 121.51 ft., North 63 degrees 52 minutes 40 seconds West 141.61 ft. to an iron pipe here set on the easterly side of a newly created 30 ft. right-of-way to be used in common for egress and ingress; thence binding on and with the easterly side of said 30 ft. right-of-way, North 26 degrees 07 minutes 20 seconds East 125.85 ft., North 58 degrees 54 minutes 20 seconds East 57.8 ft., and North 28 degrees 08 minutes 30 seconds East 395.00 ft. to an iron pipe here set in the northerly outline of the whole tract as mentioned above; thence binding on and with part of said northerly outline, South 39 degrees 37 minutes 30 seconds East 336.84 ft. to the point of beginning.

With the right to use thereof in common of the above mentioned 30 ft. right-of-way as described above.

Containing 5.87 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor dated March 1963.

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Being a part of that conveyance from Herbert T. Giddings and Louise T. Giddings, his wife to Oliver L. Hardesty, et. al. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360.

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PHONE 263-5050

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland

NIGHT CALLS
892-3411
267-7333

Area: 28.83 acres
more or less

August 16, 1963

DEED DESCRIPTION

Tract No. 2

Parcel No. 1

Beginning for the same from an original fence post here found that marks the end of the North 4 degree 50 minute East 13 3/4 perch line in that conveyance from Herbert T. Giddings and wife to Oliver L. Hardesty, et. al. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360. Thence from the point of beginning so fixed and binding on and with part of the outline of the above mentioned conveyance reversely corrected for magnetic declination to 1962, South 5 degrees 14 minutes 50 seconds West 228.48 ft. to an original boundary stone here found marked G.P. 5 thence continuing with said outline, South 9 degrees 30 minutes 30 seconds West 318.19 ft. to an iron pipe here set and North 84 degrees 55 minutes 30 seconds West 659.72 ft. to an iron pipe here set; thence running for ~~fixe~~ seven new lines of division leaving the original outline, North 5 degrees 04 minutes 30 seconds East 427.99 ft. to an iron pipe, North 84 degrees 55 minutes 30 seconds West 593.35 ft. to an iron pipe here set on the easterly side of a herein newly created 30 ft. right-of-way to be used for egress and ingress; thence binding on and with the easterly side of said right-of-way, North 26 degrees 07 minutes 20 seconds East 338.44 ft. to an iron pipe; thence leaving said right-of-way, South 63 degrees 52 minutes 40 seconds East 141.61 ft. to an iron pipe; North 26 degree 07 minutes 20 seconds East 121.51 ft. to an iron pipe, South 52 degrees 52 minutes 30 seconds East 514.27 ft. to an iron pipe and North 40 degrees 07 minutes 40 seconds East 323.50 ft. to an iron pipe here set in the northeasterly outline of the whole tract; thence binding on and with part of said northeasterly outline

20

South 49 degrees 52 minutes 20 seconds East 438.92 ft. to the point of beginning.

Containing 13.73 acres of land, more or less, within the bounds of this description.

Parcel No. 2

Beginning for the same at a stone here found that marks the end of the North 41 degree 00 minute West 70.28 perch line in that conveyance from Herbert T. Giddings and wife to Oliver L. Hardesty, et. al. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360. Thence from the point of beginning so fixed and binding on and with part of the northerly outline of the above mentioned conveyance reversely, as corrected for magnetic declination to 1962, South 39 degrees 37 minutes 30 second East 790.37 ft. to an iron pipe here set on the westerly side of a 30 ft. herein newly created right-of-way; thence binding on and with said side of said right-of-way to be used for ingress and egress, South28 degrees 08 minutes 30 seconds West 398.99 ft., South 58 degrees 54 minutes 20 seconds West 57.68 ft., and South 26 degrees 07 minutes 20 seconds West 484.65 ft. to an iron pipe here set at a point that marks the end and the southwest corner of said 30 ft. right-of-way; thence leaving said right-of-way and running for a new line of division, North 84 degrees 55 minutes 30 seconds West 451.96 ft. to an iron pipe here set in the westerly outline of the above mentioned conveyance; thence binding on and with part of said outline, North 15 degrees 59 minutes 30 seconds East 1,441.34 ft. to the point of beginning.

With the right to use thereof in common with others of a 30 ft. right-of-way the westerly side of which is described above to be used for ingress and egress.

Containing 15.10 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor dated March 1963.

Being a part of that conveyance from Herbert T. Giddings and wife to Oliver

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L. Hardesty, et. al. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360.

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22

PHONE 263-5050

JAMES D. HICKS
County Surveyor
Registered Surveyor
Court House, Franklin Street Entrance
Annapolis, Maryland

NIGHT CALLS
892-3411
267-7333

Area: 44.04 acres
more or less

August 16, 1963

DEED DESCRIPTION

Tract No. 3

Beginning for the same at a stone here found marked F.H. 7 which is at the end of the North 13 degree 00 minutes West 85 perch line in that conveyance from Herbert T. Giddings and wife to Oliver L. Hardesty, et. al. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360. Thence from the point of beginning so fixed and binding on and with the above mentioned conveyance reversely, as corrected for magnetic declination to 1962, South 5 degrees 10 minutes 10 seconds West 1393.06 ft. to a stone here found marked F.H. 6; thence North 84 degrees 45 minutes 30 seconds West 363.00 ft. to an iron pipe; thence North 51 degrees 01 minute 50 seconds West 547.07 ft. to an iron pipe here set; thence North 31 degrees 36 minutes 40 seconds West 782.98 ft. to an original elm tree here found; thence North 26 degrees 25 minutes 40 seconds East 683.68 ft. to an iron pipe here set; thence South 85 degrees 22 minutes 30 seconds East 222.75 ft. to a stone here found marked B.P. 12; thence South 4 degrees 37 minutes 30 seconds West 173.25 ft. to an iron pipe here set; thence South 84 degrees 37 minutes 30 seconds East 660.00 ft. to an iron pipe here set and North 15 degrees 59 minutes 30 seconds East 433.06 ft. to an iron pipe here set in the westerly outline of the whole tract; thence leaving said outline and running for ~~three~~ two new lines of division, South 84 degrees 55 minutes 30 seconds East 1,077.45 ft. to an iron pipe here set South 5 degrees 04 minutes 30 seconds West 427.99 ft. to an iron pipe here set in the southerly outline of the whole tract; thence binding on and with part of the southerly outline, North 84 degrees 55 minutes 30 seconds West 1,005.32 ft. to the point of beginning.

23

With the right to the use of a 30 ft. herein newly created right-of-way for ingress and egress the westerly side of said 30 ft. right-of-way is described as follows and lays contiguous to and 30 ft. easterly therefrom :

Beginning for the same at an iron pipe here set in the North 41 degree West 70.28 perch line of said conveyance to Hardesty as mentioned above and located South 39 degrees 37 minutes 30 seconds East 790.37 ft. from the ~~beginning~~ END of said line; thence binding with the westerly side of said right-of-way, South 28 degree 08 minutes 30 seconds West 398.99 ft. to an iron pipe, South 58 degrees 54 minutes 20 seconds West 57.68 ft. to an iron pipe and South 26 degrees 07 minutes 20 seconds West 484.65 ft. to the end thereof.

Containing 44.04 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor dated March 1963.

Being a part of that conveyance from Herbert T. Giddings and Louise T. Giddings, his wife to Oliver L. Hardesty, et. ak. by deed dated March 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1196, folio 360.

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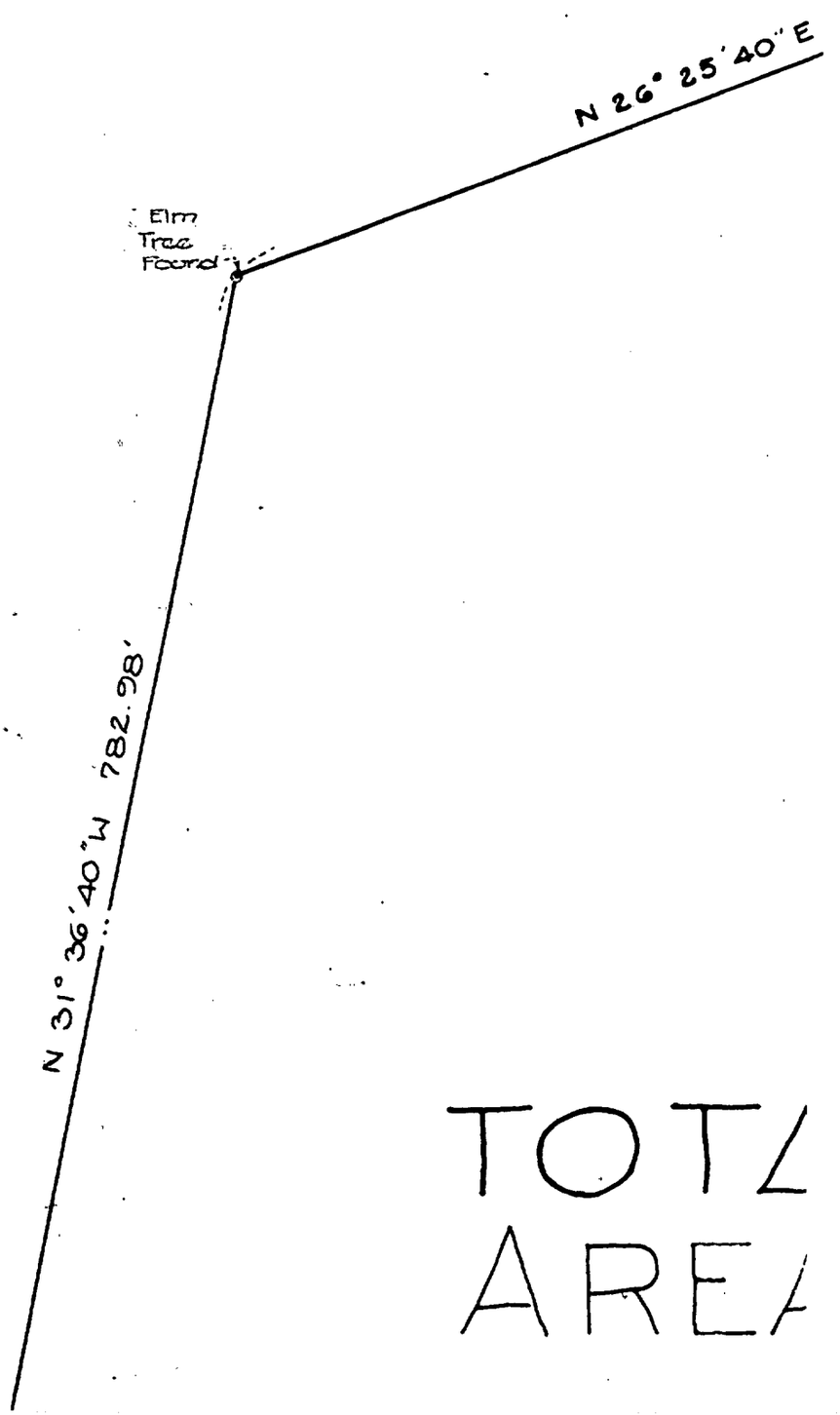
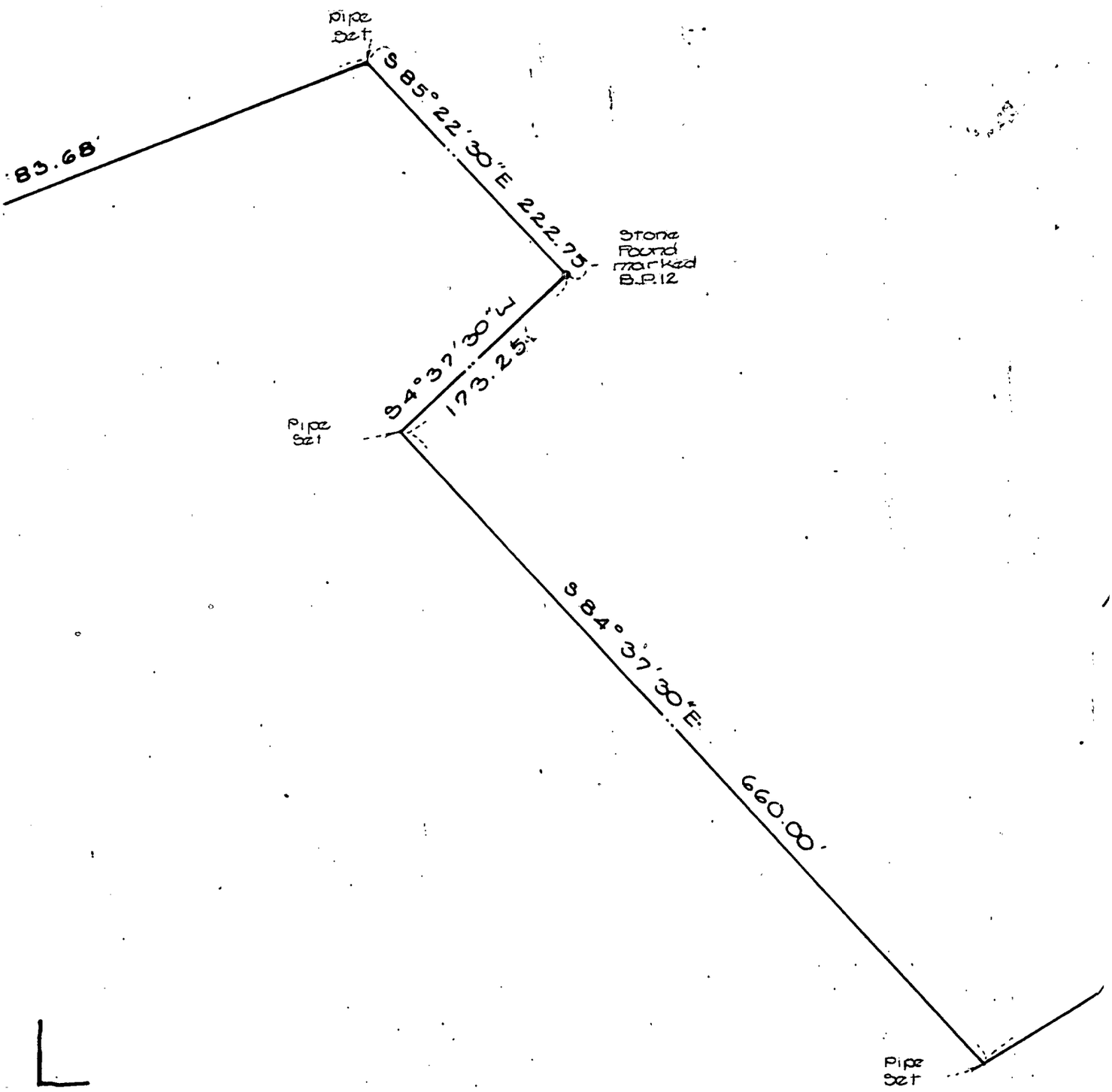
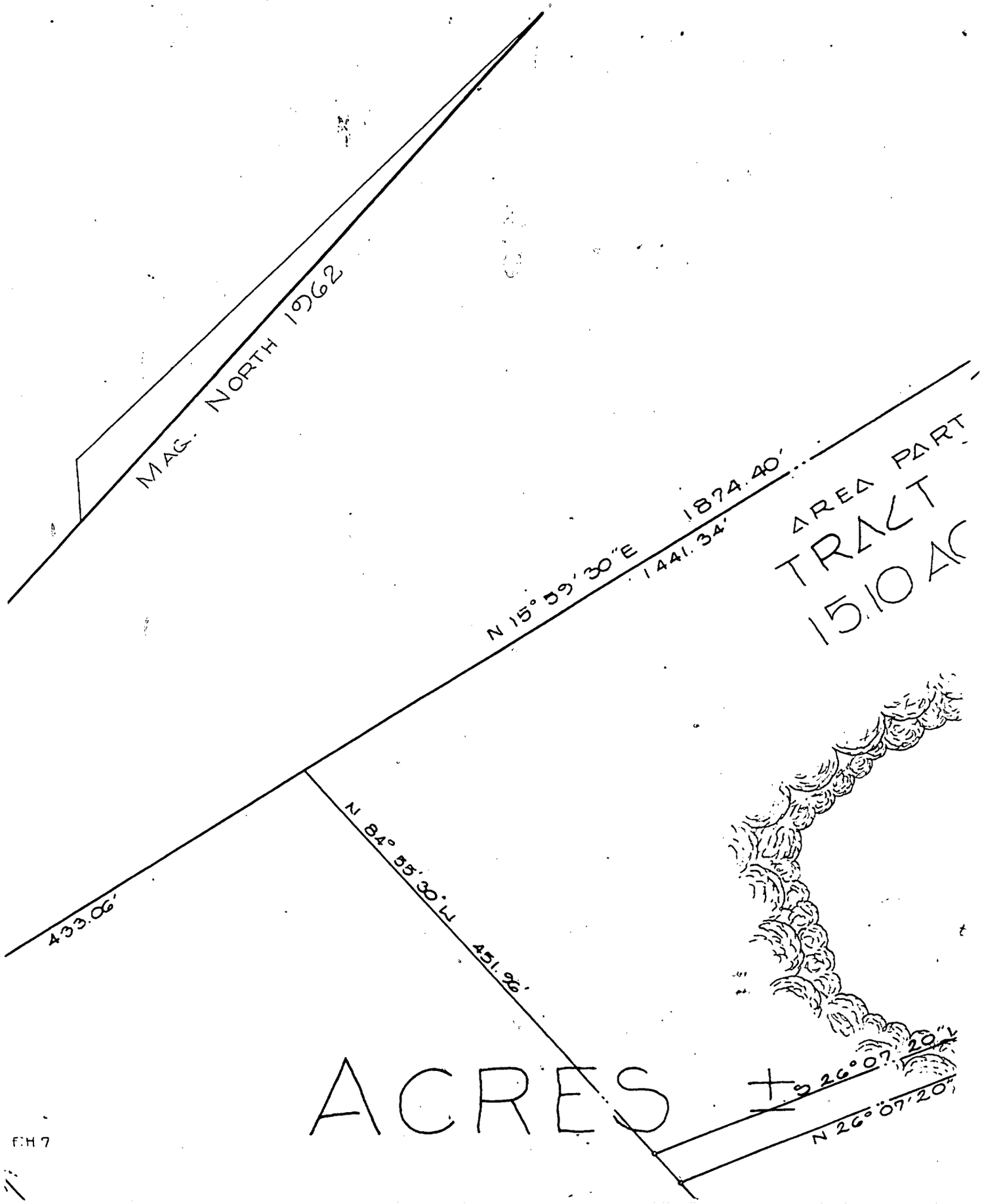
24



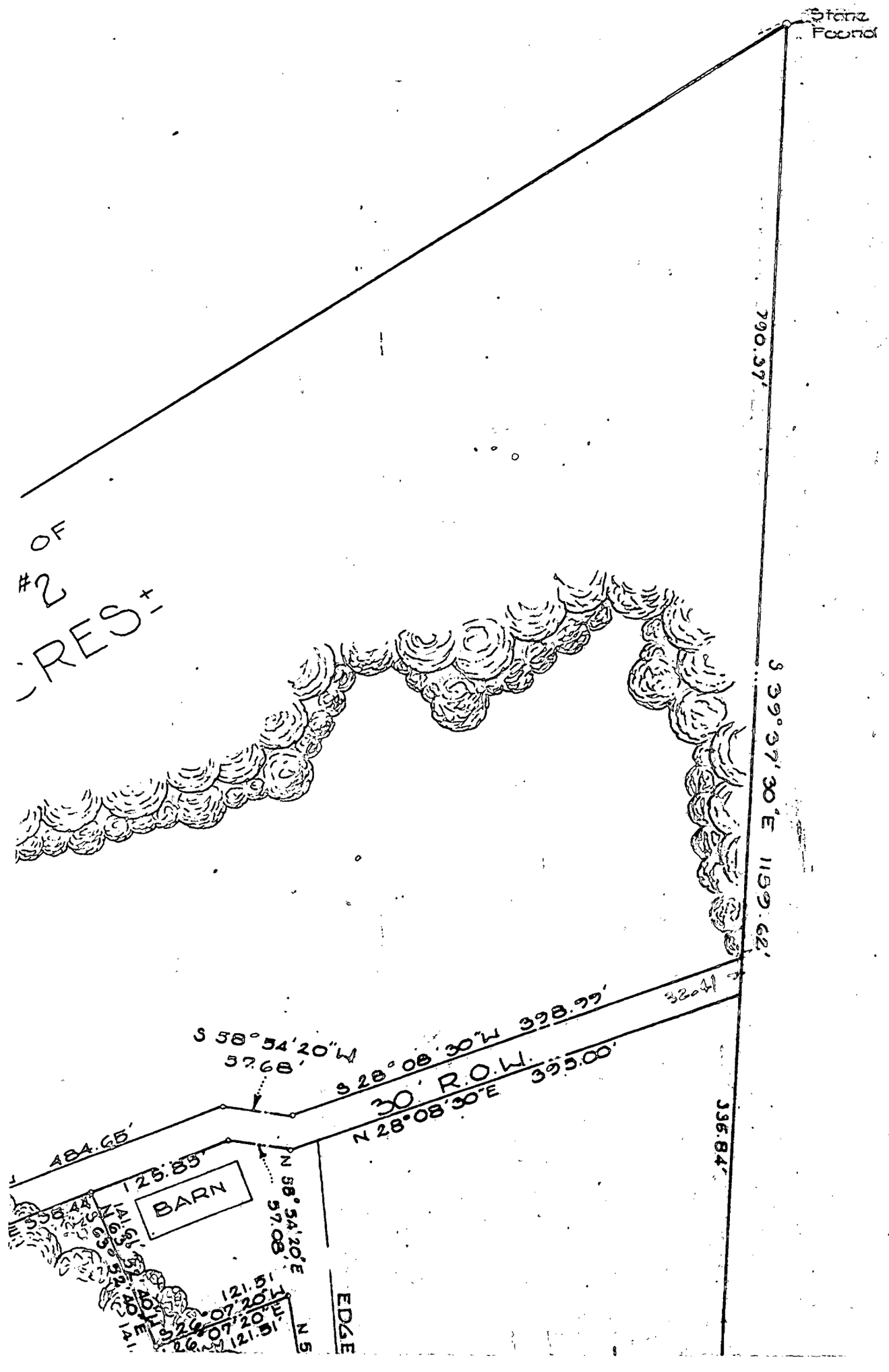
TOTA
AREA


Pipe Set
S 85° 22' 30" E 222.75
83.68
Stone Found marked B.P.12
S 4° 37' 30" W
173.25
Pipe Set
S 84° 37' 30" E
660.00
Pipe Set

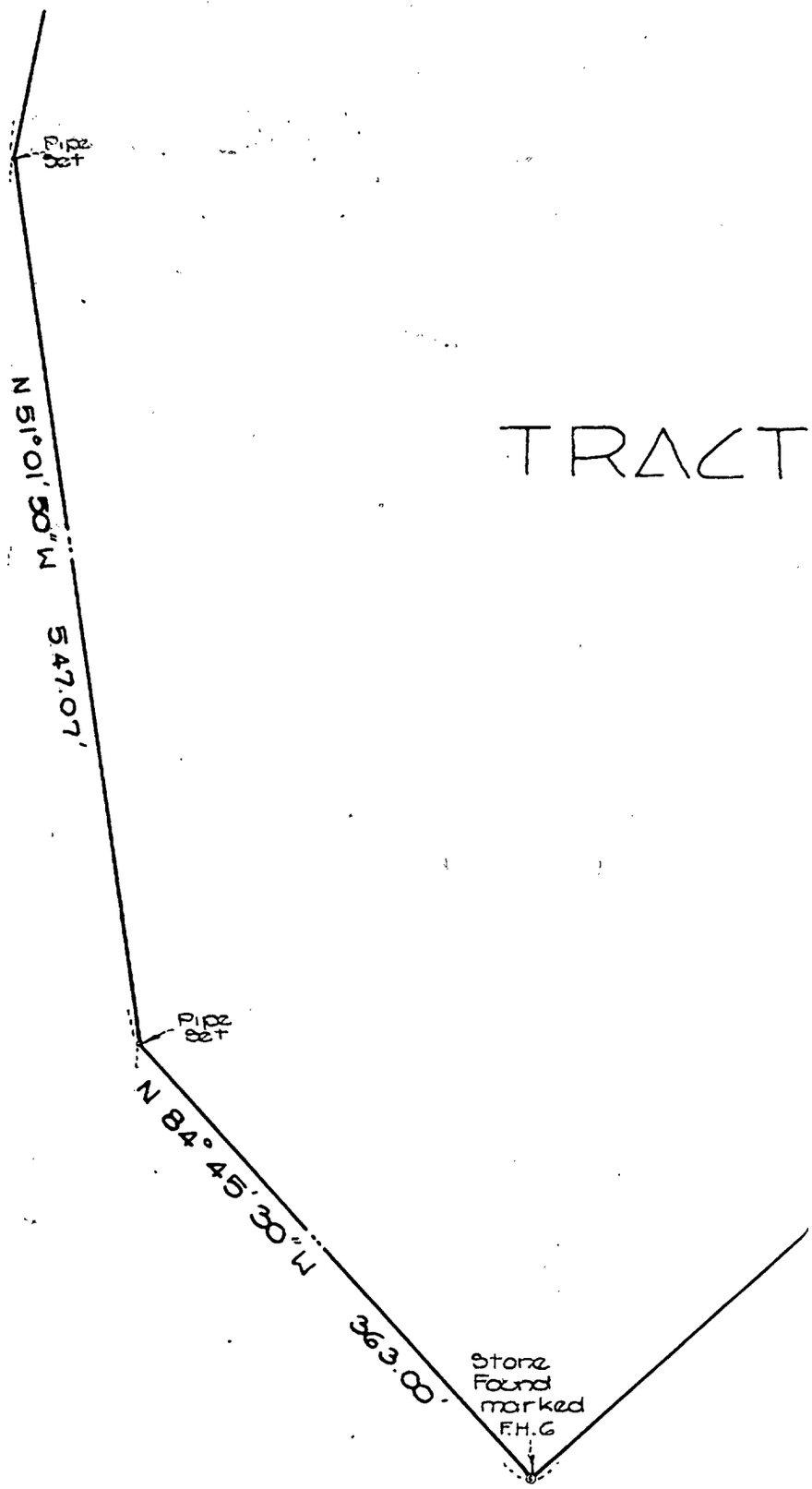
L = 79.38


MAG. NORTH 1962
N 15° 59' 30" E
1874.40'
1441.34'
AREA PART
TRACT
15.10 AC
N 84° 55' 30" W
451.96'
433.06'
ACRES
S 26° 07' 20" W
N 26° 07' 20"

F.H 7


Stone Found
790.37'
OF
#2
CRES±
S 39°37'30"E 1159.62'
32.41
S 58°54'20"W
57.68'
S 28°08'30"W 398.99'
30' R.O.W.
N 28°08'30"E 395.00'
484.65'
125.85'
BARN
N 58°54'20"E
57.08'
336.84'
121.51
S 26°07'20"W
S 26°07'20"E
121.51
EDGE

LIBER 104 PAGE 29



Plat per Commission per Circuit Court.
Equity Case No. 14551

James W. Hicks 8/2/1963

William H Hall 7/18/63

3

S5° 10'10" W 1393.06'

PROPERTY SURVEY P

JACK PINKS

PROPERTY LOCATED NE

PREPARED

JAMES D. HICKS
COUNTY SURVEYOR

SCALE 1" = 100'

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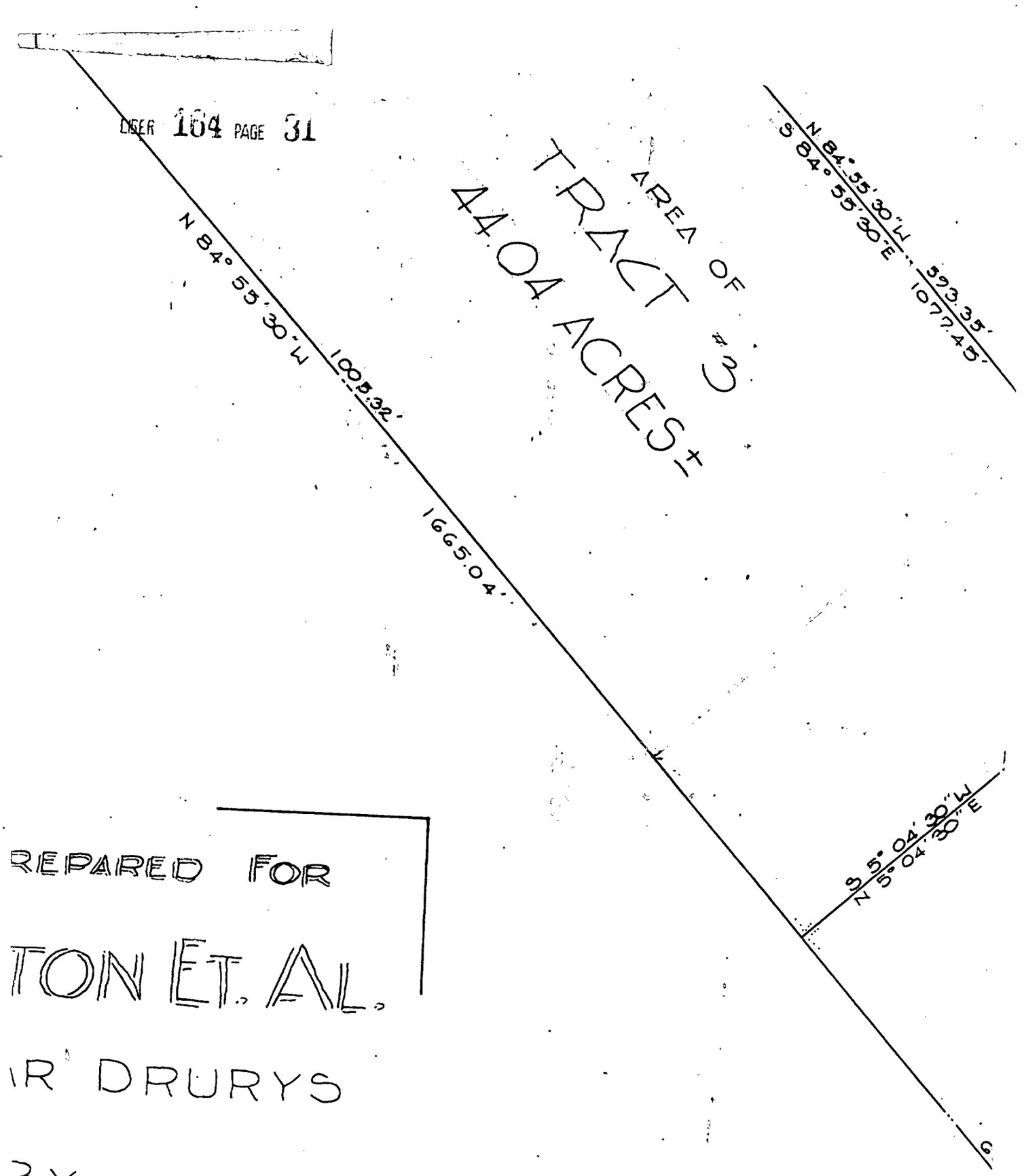


REPARED FOR

TON ET. AL.

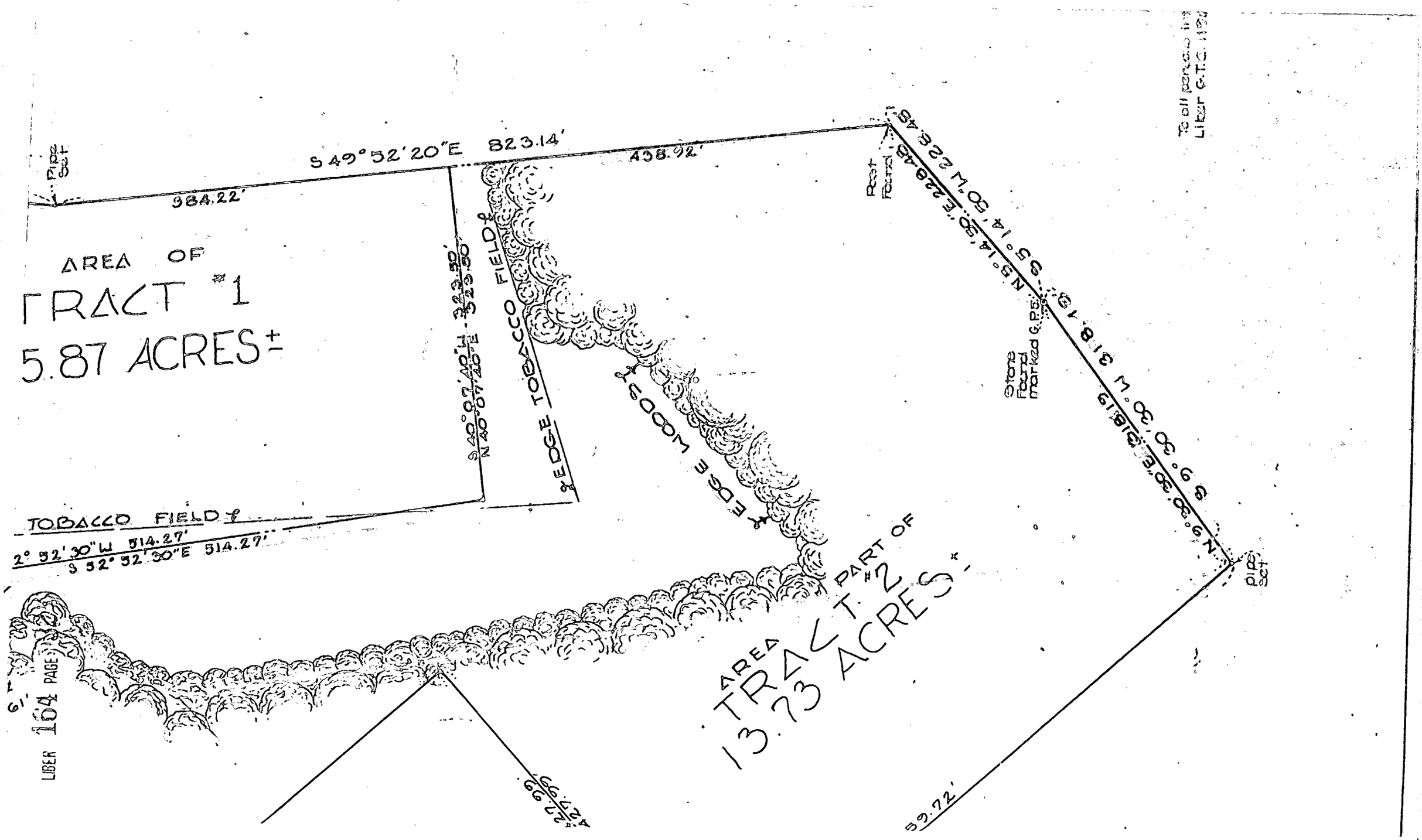
IR DRURYS

BY

& ASSOC.

A. A. CO.

3-5-63


To all persons in
Liber G.T.C. 182
Pipe Set
S 49° 52' 20" E 823.14'
438.92'
984.22'
Root Found
N 9° 14' 30" E 228.48'
S 5° 14' 50" W 226.48'
AREA OF
TRACT #1
5.87 ACRES±
S 40° 07' 40" W 323.50'
N 40° 07' 40" E 323.50'
EDGE TOBACCO FIELD
EDGE WOODS
Stone Found marked G.P.S.
N 9° 30' 30" E 218.19'
S 9° 30' 30" W 318.49'
Pipe Set
TOBACCO FIELD
2° 52' 30" W 514.27'
S 52° 52' 30" E 514.27'
PART OF
TRACT #2
AREA
13.73 ACRES±
27.99'
59.72'
61'
LIBER 164 PAGE 112

STATE OF MARYLAND
FIFTH JUDICIAL CIRCUIT
ANNAPOLIS

LIBER 104 PAGE 33

O. BOWIE DUCKETT
JUDGE

11 September 1963.

Mr. and Mrs.

RE: No. 14, 551 Equity - James K. Foley and Wife Vs. Jack Pinston and Wife, Oliver L. Hardesty and Wife, Herbert T. Giddings and Wife

Dear Mr. and Mrs.

The Commissioners appointed by the Court have filed a report in which they have divided the property into three (3) tracts, which they state are not equal in area but are equal in value. A new thirty-foot right-of-way was also created. Enclosed herewith is a copy of the plat prepared by Mr. James D. Hicks, Chairman of the Commission.

If the parties and their counsel can now agree on a proper Decree, I will be glad to sign same and terminate the litigation.

Very truly yours,

OBD:gns
encl. 1

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY et ux CAREY H. FOLEY Plaintiffs vs JACK PINKSTON et ux RUBYE L. PINKSTON and OLIVER L. HARDESTY et ux EDNA B. HARDESTY Defendants	: : : : : : : : :	Equity No. 14551

OBJECTION TO REPORT OF COMMISSIONERS

Comes now the plaintiffs and object to the report of the Commissioners and their partition of the property in question and for grounds of said objections state as follows:

1. The partition of the property - 5.87, 28.83 and 44.04 acres is inequitable on its face.

2. That in view of the defendants' argument on the hearing of this partition suit that said land was unimproved and investment property, only the partition suggested by the Commissioners is inequitable in dollars and cents since each party hereto has approximately Three Thousand Dollars ($3,000.00) invested and it is inconceivable that the property as divided can be sold for the same amount of money.

3. That the expert opinion of W. Landon Turner, who will be called to testify at the hearing of this motion, a real estate broker of Upper Marlboro, Maryland, with thirty years experience and who is familiar with the area and prices paid for acreage therein, the party receiving the 5.87 acres would stand to lose financially compared with the 28.83 acres and the party receiving it would lose financially compared with the party receiving the 44.04 acres.

4. That if the Commissioners contemplated giving the tobacco allowance to only one of the parties hereto, this cannot be done, such

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34

allowance will be prorated according to the acreage each party receives.

5. And for such further reasons as may be presented at the hearing of these objections.

WHEREFORE, plaintiffs pray:

1. That the findings of the Commissioners be set aside and held for nought.

2. That the Court order the property sold and appoint a trustee to carry out the sale of same.

3. For such other and further relief as the Court may deem equitable and just.

James K. Foley

James K. Foley
Attorney for Plaintiffs
8422 Georgia Avenue
Silver Spring, Maryland
JU 9-5750

CERTIFICATE OF SERVICE

I hereby certify that I mailed, postage prepaid, a copy of the foregoing Objection to Report of Commissioners to Jack Pinkston, attorney for defendants Pinkston and Hardestys, 8435 Georgia Avenue, Silver Spring, Maryland, and to Meatyard & Carlin, attorneys for the defendants Mr. and Mrs. Giddings, 4641 Montgomery Avenue, Bethesda, Maryland, this 18th day of ~~October~~ November, 1963.

James K. Foley

James K. Foley

LIBER 164 PAGE 30

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs	)	
vs.	)	EQUITY NO. 14,551
JACK PINKSTON ET UX RUBYE L. PINKSTON and OLIVERY L. HARDESTY ET UX EDNA B. HARDESTY Defendants	)	

MOTION TO STRIKE

PLAINTIFFS' OBJECTION TO REPORT OF COMMISSIONERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Come now Jack Pinkston et ux Rubye L. Pinkston and Oliver L. Hardesty et ux Edna B. Hardesty, defendants, by their attorney, Jack Pinkston, and respectfully make this motion to strike the Plaintiffs' Objection filed herein to the report of the Commissioners for the reason that said objection was not filed within fifteen days subsequent to the filing of the Commissioners' Report, as required by Maryland Rule BJ-73-b. Review of the records in this cause shows that the Commissioners' Report was filed herein on September 16, 1963, while plaintiffs' objection thereto was not filed until on or about November 20, 1963.

WHEREFORE, defendants pray that Plaintiffs' Objection to Report of Commissioners be stricken and held for naught.

Respectfully submitted,

Jack Pinkston

Jack Pinkston, Atty for Dfts.
8403 Georgia Ave.
Silver Spring, Md. 585-2844

CERTIFICATE OF SERVICE:

I hereby certify that copy of the foregoing Motion to Strike has been forwarded via U.S. Mail, postage prepaid, directly to James K. Foley, Esquire, 8422 Georgia Ave., Silver Spring, Maryland, Attorney for Plaintiffs, this 4 day of March, 1964.

Jack Pinkston

LAW OFFICES OF
JACK PINKSTON
403 GEORGIA AVE.
SILVER SPRING, MD.
JUNIPER 5-2844

26

LIBER 164 PAGE 37

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY Plaintiffs vs. JACK PINKSTON ET UX RUBYE L. PINKSTON and OLIVERY L. HARDESTY ET UX EDNA B. HARDESTY Defendants	))))))))))	EQUITY NO. 14,551

REQUEST OF PLAINTIFFS FOR ADMISSION OF FACTS

Plaintiffs request the defendants within fifteen days after service of this request to make the following admissions:

That each of the following statements of fact are true:

1. That the real estate, subject of this suit was not equitably divided by the Commissioners appointed by the Court.

2. That the land in question is not subject to partition without financial loss to the parties concerned.

3. That the land in question is in fact not subject to an equitable partition.

James K. Foley
Attorney for Plaintiffs
8422 Georgia Ave.
Silver Spring, Md.

CERTIFICATE OF SERVICE

I hereby certify that I ~~mailed, postage prepaid~~ delivered personally, a copy of the foregoing to Jack Pinkston, Attorneys for the defendants, 8403 Georgia Ave., Silver Spring, Md. this 4th day of April, 1964.

James K. Foley

37

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

JAMES K. FOLEY ET UX CAREY H. FOLEY, Plaintiffs	)	
vs.	)	EQUITY NO. 14,551
JACK PINKSTON ET UX RUBYE L. PINKSTON and OLIVER L. HARDESTY ET UX EDNA B. HARDESTY Defendants	)	

DEFENDANTS' ANSWER TO
PLAINTIFFS' REQUEST FOR ADMISSION OF FACTS

Come now the above named defendants and make the following answers to Plaintiffs' Request for Admission of Facts, filed herein on or about April 6, 1964.

1. Defendants deny that the division made by the Commissioners appointed by the Court was not equitable based upon one of the many standards which could have been used in dividing this tract.

2. Defendants deny that the land in question is not subject to partition without financial loss to the parties concerned.

3. Defendants deny that the land in question is not subject to an equitable partition.

Jack Pinkston, Attorney for Dfts.
8403 Georgia Avenue
Silver Spring, Maryland
585-2844

STATE OF MARYLAND)
)
COUNTY OF MONTGOMERY)

BEFORE ME, the undersigned authority, on this day personally appeared Oliver L. Hardesty, one of the defendants in the above styled and numbered cause, and after being by me duly sworn, made oath in due form of law that the facts and allegations in the aforegoing answers are true and correct.

Oliver L. Hardesty

TO CERTIFY WHICH, witness my hand and seal hereunto affixed at Silver Spring, Montgomery County, Maryland, this 17th day of April, 1964.

My Commission Expires
May 3, 1965

Notary Public

LAW OFFICES OF
JACK PINKSTON
8403 GEORGIA AVE.
SILVER SPRING, MD.
JUNIPER 5-2844

CERTIFICATE OF SERVICE

I hereby certify that a copy of the aforegoing Answers has been served directly upon James K. Foley, Attorney for Plaintiffs, 8422 Georgia Avenue, Silver Spring, Maryland, via U.S. Mail, postage prepaid, this 15 day of April, 1964.

JACK PINKSTON

LAW OFFICES OF
ACK PINKSTON
403 GEORGIA AVE.
ILVER SPRING, MD.
JUNIPER 5-2844

JAMES K. FOLEY, et ux CARY H. FOLEY	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
V.	:	FOR
JACK PINKSTON, et ux RUBYE L. PINKSTON, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 14,551 EQUITY

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

ORDER

The Plaintiffs' Objection to the Report of Commissioners and Defendants' Motion to Strike filed thereto having come on for hearing, testimony was taken and being submitted;

Whereupon, the aforesaid Objection and Motion be, and the same are hereby, overruled.

JUDGE

April 21, 1964

APR 22 2:15

LIBER 164 PAGE 41

JAMES K. FOLEY, et ux	:	IN THE
PLAINTIFFS	:	CIRCUIT COURT
V.	:	FOR
JACK PINSTON, et ux	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	NO. 14,551 EQUITY

: :

D E C R E E

The Objection to the Report of the Commissioners having been overruled, the Court, this 6th day of May, 1964, hereby affirms the Report and the Partition heretofore filed by the three Commissioners and determines that the parcels shall be allocated as follows:

Tract No. 1, containing 5.87 acres, with tobacco allotment, to James K. Foley and wife;

Tract No. 2, containing 28.83 acres, to Jack Pinkston and wife;

Tract No. 3, containing 44.04 acres to Oliver L. Hardesty and wife;

The Clerk is further directed to assess the following costs in this case:

To James D. Hicks, Commission Chairman - including survey and preparation of plats - One Thousand, Five Hundred Dollars ($1,500.)

To William H. Hall, Commissioner - One Hundred Dollars ($100.)

To Isaac N. Shepherd, Commissioner - One Hundred Dollars ($100.)

Costs in the case to be paid one-half (1/2) by James K. Foley; one-fourth (1/4) by Jack Pinkston and one-fourth (1/4) by Oliver L. Hardesty.

D Brooke Duckett

JUDGE

FILED

1964 MAY -7 AM 11:07

EX PARTE	*	IN THE
BERTIE LOWMAN	*	CIRCUIT COURT
	*	OF
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No. 16,567

* * * * * * *

PETITION FOR AN APPOINTMENT OF A COMMITTEE FOR AN INCOMPETENT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Margaret F. Bradford, next friend and daughter of Bertie Lowman, widow, an Incompetent, respectfully represents unto your Honor:

1. This Petition is filed under and in pursuance of Section 135 of Article 16 Annotated Code of Maryland. Your Petitioner is the daughter of the Incompetent and files this Petition as her next friend. That the said Bertie Lowman is a patient at the Knollwood Manor, Inc., a nursing home located at Millersville in Anne Arundel County, Maryland, where she has been since May 27, 1964.

2. That the Incompetent is the recipient of a monthly check in the amount of Eighty-Six Dollars and Seventy Cents ($86.70) from the Social Security Administration and also receives the sum of Sixty Dollars ($60.00) monthly for rent of part of the property known as 115 E. Audrey Avenue, Brooklyn Park, Anne Arundel County, Maryland, of which she is the owner, and has no other income.

3. That the Incompetent cannot manage her affairs and it is necessary that a committee be appointed to collect the rents and Social Security checks and see to it that the charges for the hospitalization of the Incompetent, which amount to Seventy-Five Dollars ($75.00) weekly, are paid for.

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4. That your Petitioner files herewith Certificates of Dr. Gerard Church and Dr. Ray Smith, both of whom are connected with the Knollwood Manor, Inc., a nursing home, certifying as to the condition of the Incompetent.

WHEREFORE YOUR PETITIONER PRAYS:

(a)--That your Petitioner be appointed Committee for the Incompetent to manage her affairs and to receive the monthly checks and rent due her, and to hold the same under the jurisdiction of this Honorable Court, and to expend therefrom such amounts as this Court may order for the benefit of the Incompetent.

(b)--And for such other and further relief as the nature of the case may require.

AND as in duty bound, etc.

Sweetser Linthicum
Sweetser Linthicum

V. Stephen Lassotovitch
V. Stephen Lassotovitch
202 W. Maple Road
Linthicum Heights, Anne Arundel
County, Maryland
State 9-5757
Solicitors for Petitioner

Margaret F. Bradford
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 22nd day of August, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret F. Bradford, Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true.

AS WITNESS my Hand and Notarial Seal.

Sweetser Linthicum
Notary Public

SWEETSER LINTHICUM • NOTARY PUBLIC • ANNE ARUNDEL CO., MD.

CERTIFICATE

LIBER 164 PAGE 44

I, GERMAN CHURCH, the undersigned, Certify that I am a qualified physician, a graduate of GLASGOW UNIVERSITY and have been practicing medicine in the State of Maryland since 1960; that on the 28th day of August, 1964, I personally examined Bertie Lowman, a patient at the Knollwood Manor, Inc., Millersville, Anne Arundel County, Maryland, and from my observation and examination of Mrs. Lowman I am of the opinion that she is not capable of governing herself or of managing her property; that her disability is due to Cerebral thrombosis complicated by R hemiparesis and aphasia; that in my opinion it is impossible to state at this time any probable duration of her malady, and it is my belief that it would be for the patient's benefit and welfare that her presence at a Court Hearing be dispensed with.

Gerard Blumel, MD.

Subscribed and Sworn to before me this 28th day of August, 1964

Notary Public

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3

LIBER 164 PAGE 45 CERTIFICATE

I, Ray M Smith M.D, the undersigned, Certify that I am a qualified physican, a graduate of Tulane University School of Medicine, and have been practicing medicine in the State of Maryland since 1959; that on the 23rd day of August, 1964, I personally examined Bertie Lowman, a patient at the Knollwood Manor, Inc., Millersville, Anne Arundel County, Maryland, and from my observation and examination of Mrs. Lowman I am of the opinion that she is not capable of governing herself or of managing her property; that her disability is due to Cerebral Thrombosis

that in my opinion it is impossible to state at this time any probable duration of her malady, and it is my belief that it would be for the patient's benefit and welfare that her presence at a Court Hearing be dispensed with.

Ray M Smith M.D

Subscribed and Sworn to before me

this 3 day of August, 1964

Phoebe Jackson
Notary Public

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4

UPON the foregoing Petition, Affidavit and Certificates of two practicing physicians, it is ORDERED by the Circuit Court of Anne Arundel County, in Equity, this 1st day of September, 1964, that Bertie Lowman, now a patient at the Knollwood Manor, Inc., a nursing home, Millersville, Anne Arundel County, Maryland, be summoned within 10 days from the date hereof; that within the same time a copy of the Summons, Petition and Order be served on John Lloyd, Director of Knollwood Manor, Inc., where the alleged Incompetent now is living, and that this cause be set for a Hearing on or after 20 days from the date hereof, and that the alleged Incompetent may appear and answer at any time before or after the Decree.

[illegible]

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LIBER 164 PAGE 47

EX PARTE	*	IN THE
BERTIE LOWMAN	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY 16,567

* * * * * * * * *

ANSWER TO PETITION FOR AN
APPOINTMENT OF A COMMITTEE FOR AN INCOMPETENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Glenwood G. Lowman and Catherine E. Skweres, children of Bertie Lowman, widow, by Eugene M. Lerner, their attorney and in answer to the Petition for an Appointment of a Committee for the said Bertie Lowman, says as follows:

1. That they have no objection to the appointment of a committee for their mother, but request and pray that this Honorable Court appoint two trustees to serve as co-trustees or co-conservators instead of the request that Margaret F. Bradford, next friend and daughter serve alone.

2. That any order that is passed by this Honorable Court state that the property belonging to Bertie Lowman shall not be sold without due notice being given to the children of said Bertie Lowman, who are heirs at law and that a hearing be held in court to determine the necessity of said sale and that such notice of the hearing be given at least fifteen (15) days prior to the hearing to the children and heirs at law of Bertie Lowman.

3. That it is the feeling of the herein named Petitioners that the possibility exists that Bertie Lowman may be rehabilitated and may be able to manage her own affairs after certain medical treatment. For this reason, the herein named Petitioners are opposed to any sale of the property whether real or personal until a positive determination may be made of the rehabilitation of Bertie Lowman and whether the necessity exists for the sale in order to satisfy claims and creditors.

UGENE M. LERNER
ATTORNEY AT LAW
23 STATE CIRCLE
NNAPOLIS, MARYLAND
COLONIAL 3-3301

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1964 SEP 18 PM 2:20

AND AS IN DUTY BOUND, ETC.

Eugene M. Lerner,
Solicitor for the herein
named Petitioners
23 State Circle
Annapolis, Maryland
CC 3-3901

Catherine E. Skweres
Catherine E. Skweres

Glenwood G. Lowman
Glenwood G. Lowman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 18th. day of September, 1964, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Catherine E. Skweres and Glenwood G. Lowman, Petitioners, and made oath in due form of law that the matters and facts set forth in the aforegoing Answer to Petition for an Appointment of a Committee are true.

AS WITNESS my Hand and Notarial Seal.

Gerald Crosman
Notary Public

I HEREBY CERTIFY that on this 18th. day of September, 1964, I mailed a copy of the aforegoing Answer to Petition for an Appointment of a Committee for an Incompetent to Sweetser Linthicum and V. Stephen Isaotovitch, 202 West Maple Road, Linthicum Heights, Anne Arundel County, Maryland.

Eugene M. Lerner

EUGENE M. LERNER
ATTORNEY AT LAW
23 STATE CIRCLE
ANNAPOLIS, MARYLAND
COLONIAL 3-3901

LIBER 164 PAGE 49

Ex Parte
In The Matter
of Bertie Fowler

In The Circuit
Court for Anne Arundel
County
Equity #16,567

Stipulation

It is hereby stipulated by the parties in interest to this case, that

a) A Committee be appointed for the incompetent, Bertie Fowler and that the committee be Margaret F. Bradford and Glenwood J. Fowler, Sr.

b) That no property, whether real or personal, of the incompetent shall be sold without due notice being given to the children of said Bertie Fowler and that a hearing be held in Court to determine the necessity of said sale and that such notice of the hearing be given at least fifteen (15) days prior to the hearing to the children and heirs at law of Bertie Fowler

Glenwood J. Fowler Sr.
Catherine E. [illegible]
Margaret F. Bradford

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1964 SEP 29 AM 9:31

EX PARTE	*	IN THE
BERTIE LOWMAN,	*	CIRCUIT COURT
INCOMPETENT	*	OF
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	
	*	Case No. 16567 Docket 22/155

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

DECREE

This cause standing ready for hearing, the petition answer and stipulation having been examined and considered:

It is Thereupon, this 6th day of Oct., 1964, Adjudged, Ordered and Decreed, by the Circuit Court of Anne Arundel County, sitting in equity, that the said Bertie Lowman be and she is hereby declared an incompetent by reason of mental disability, and that Margaret F. Bradford and Glenwood G. Lowman be, and they are hereby appointed committee for the incompetent with full power and authority to care and manage the property of the said Bertie Lowman, and upon proper order of this court to expend cash for the support and maintenance of said incompetent. It is further ordered that the said committee shall not make sale of any of the personal or real property of the said incompetent other than pursuant to an order passed by this court, and that such an order shall not be passed unless notice of said proposed sale be given to all the heirs at law at least fifteen (15) days prior to the hearing on the petition requesting such sale; but before the said committee shall proceed to act as such, the committee shall give a corporate bond to the State of Maryland in the penalty of $1000.00 Dollars with a surety or sureties to be approved by the Court or the Clerk thereof, for the faithful discharge of their duties as such Committee.

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1964 OCT -6 PM 12:08

Matthew T. Evans
Judge

LIBER 164 PAGE 51

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

BOOK 12 PAGE 555

EXECUTIVE OFFICE
150 WILLIAM STREET
NEW YORK 38, NEW YORK

A STOCK COMPANY

A COMPANY OF THE ROYAL-GLOBE INSURANCE GROUP

Bond No. 449820

Equity #16,567

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Margaret F. Bradford and Glenwood G. Lowman - - - - - - - - - - - - - - - - - - , of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, or its certain attorneys, in the full and just sum of One Thousand and 00/100 Dollars ($1,000.00) , to the payment whereof well and truly to be made and done we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an Decree of the Circuit Court for Anne Arundel County, in Equity, in a cause therein pending entitled Ex-Parte: Bertie Lowman, Incompetent - - - - - - - - No. 16,567 Equity, the above bounden Margaret F. Bradford and Glenwood G. Lowman - - - - - - - - - - - - - - were appointed Committee of the person and estate of the said incompetent upon their filing a bond in the penal sum of One Thousand and 00/100 Dollars ($1,000.00) , conditioned upon the faithful performance of the trust imposed upon them and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said Margaret F. Bradford and Glenwood G. Lowman , shall faithfully perform the trust imposed upon them by said Decree and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 16th day of October , 19 64 .

[illegible] day of [illegible], 19[illegible]

[illegible], Clerk

WITNESS:

Ethel M. Carle

Ethel M. Carle

Margaret F. Bradford (SEAL)
Margaret F. Bradford PRINCIPAL

Glenwood G. Lowman (SEAL)
Glenwood G. Lowman PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

FILED

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LIBER 164 PAGE 52

EX PARTE *

NO. 16,567 EQUITY

BERTIE LOWMAN, *

IN THE

INCOMPETENT *

CIRCUIT COURT

*

FOR

*

ANNE ARUNDEL COUNTY

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

ORDER TO ENTER APPEARANCE

MR. CLERK:

Please enter my appearance in the above case for Margaret F. Bradford and Glenwood G. Lowman, Committee.

Marvin I. Anderson

Law Offices
ERSON & ANDERSON
Annapolis, Md.

FILED

1965 MAY 25 PM 12: 23

EX PARTE	*	NO. 16,567 EQUITY
BERTIE LOWMAN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

ORDER TO STRIKE APPEARANCE

MR. CLERK:

Please strike my appearance in the above entitled case.

Eugene M. Lerner

FILED

1965 MAY 25 PM 12: 22

LIBER 164 PAGE 54

EX PARTE	*	NO. 16,567 EQUITY
BERTIE LOWMAN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

ORDER TO STRIKE APPEARANCE

MR. CLERK:

Please strike my appearance in the above entitled case.

Sweetser Linthicum

Sweetser Linthicum

Stephen Lassotovitch

Stephen Lassotovitch

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1965 MAY 25 PM 12: 23

LIBER 164 PAGE 55

EX PARTE	*	
		NO. 16,567 EQUITY
BERTIE LOWMAN	*	
		IN THE
INCOMPETENT	*	
		CIRCUIT COURT
	*	
		FOR
	*	
		ANNE ARUNDEL COUNTY

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

WAIVER OF NOTICE AND CONSENT

We, the undersigned, being all of the children of Bertie Lowman, incompetent, do hereby waive notice and hearing as provided in the decree of the Circuit Court for Anne Arundel County dated October 6, 1964, and do hereby consent to the sale of both the real and personal property of Bertie Lowman by the Committee.

Margaret F. Bradford

Margaret F. Bradford

Glenwood G. Lowman

Glenwood G. Lowman

Calvin R. Lowman

Calvin R. Lowman

Catherine E. Skweres

Catherine E. Skweres

Law Offices
ERSON & ANDERSON
Annapolis, Md.

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EX PARTE *

BERTIE LOWMAN *

INCOMPETENT *

*

*

NO. 16,567 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Margaret F. Bradford and Glenwood G. Lowman, Committee, by Marvin I. Anderson, their solicitor, respectfully shows:

1. That Margaret F. Bradford and Glenwood G. Lowman were duly appointed Committee of the Estate of Bertie Lowman, their mother, and have duly qualified as such Committee by duly filing bond.

2. That Bertie Lowman, who is a widow, is the owner of a house and lot in the Fifth Election District of Anne Arundel County, conveyed to her by E. Wilbur Stoll & Grace Coe/ Stoll, his wife by deed dated November 19, 1925, and recorded among the Land Records of Anne Arundel County in LiberW.M.B. No. 13 , folio 86. The house and lot have been appraised by competent appraisers to from $18,500.00 to $19,000.00. The house is now vacant or will be in the near future.

3. That the Committee are without funds for the support of their mother, Bertie Lowman, who is now living with her daughter, Catherine E. Skwerers, in Birmingham, Alabama, except for a small amount received as social security, and it is necessary that the house and lot be sold to meet the reasonable and just expenses which the Committee has incurred and will incur in the future for the support of the said Bertie Lowman.

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Law Offices
DERSON & ANDERSON
Annapolis, Md.

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4. And further your Petitioners believe and therefore allege that it is to the best interest of the said Bertie Lowman that the property be sold to prevent loss from depreciation and the money and income therefrom, if any, be used for the support of the said Bertie Lowman.

5. That your Petitioners have entered into a contract of sale for the house and lot to Oscar H. Eberle and Mona M. Eberle, his wife, for the sum of $19,000.00, of which $250.00 has been paid and the balance of the purchase money is to be paid incash upon ratification of the sale by this Honorable Court. A copy of said contract is attached hereto marked "Exhibit A" and is prayed to be taken as a part hereof. Also attached hereto is a copy of the appraisal marked "Exhibit B" and is prayed to be taken as a part hereof.

6. That your Petitioners are advised and therefore allege that the contract price is fair and reasonable and they recommend the ratification of the sale by the Court.

WHEREFORE, your Petitioners pray that a decree be passed ratifying and confirming the contract of sale.

Marvin I. Anderson
Solicitor for Margaret F. Bradford
and Glenwood G. Lowman, Committee

ORDER OF COURT

ORDERED this 25th day of May in the year Nineteen hundred sixty-five, by the Circuit Court for Anne Arundel County, sitting in Equity, that Margaret F. Bradford and Glenwood G. Lowman, Committee for Bertie Lowman, be, and they are hereby authorized and directed to take testimony before one of the standing examiners of this Court in support of the allegations of said Petition.

George Sachse,
Judge

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LIBER 164 PAGE 58

CONTRACT OF SALE — Form 19.

THIS AGREEMENT, Made this 12th day of May nineteen hundred and sixty-five, between MARGARET F. BRADFORD and GLENWOOD G. LOWMAN, Committee of Bertie Lowman,

of the first part and OSCAR H. EBERLE and MONA M. EBERLE, his wife, Box 14, Pasadena, Anne Arundel County, Maryland,

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Fifth Election District of Anne Arundel County in the State of Maryland, being lots numbers nineteen (19), twenty (20) and twenty-one (21), in Section B, as shown on the Plat of Brooklyn Heights, Subdivision of J. Clinton Mewshaw, which plat is duly recorded in Plat Book G.W. No. 1, folio 128 each of said lots having a frontage of twenty-five feet on the South side of Audrey Avenue with a depth southerly of one hundred and twenty-five feet to an alley ten feet wide.
BEING all of the same property conveyed by E. Wilbur Stoll and Grace Coe Stoll, his wife, by deed dated November 19, 1925, to Gordon P. Lowman and Bertie Estelle Lowman, his wife, recorded in Liber W.M.B. No. 18, folio 86 among the*
It is understood that the personal property in the house or on the premises is not included in the sale other than the three gas stoves, draperies and blinds.

At and for the price of Nineteen thousand ($19,000.00) ---------- Dollars,

of which Two hundred fifty ($250.00) ---------- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: Cash upon ratification by the Circuit Court for Anne Arundel County in No. 16,567 Equity.

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, to be adjusted to date of settlement. Each party to pay one-half of all stamp taxes.

~~to be paid or allowed for by the Vendor to~~ ~~nineteen hundred and~~

Time is the essence of this contract.

Eqn. Crk. #3
Matter of Bertie Lowman
#16,567 Eq.
M B Smith, Eqn.

* Land Records of Anne Arundel County.

Witness our hands and seals.

TEST:

Margaret F. Bradford [SEAL]
Margaret F. Bradford

Glenwood G. Lowman [SEAL]
Glenwood G. Lowman Committee

Oscar H. Eberle [SEAL]
Oscar H. Eberle

Mona M. Eberle [SEAL]
Mona M. Eberle

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Exhibit "A"

RE. ESTATE APPRAISAL OF GORDON F. LOWMAN AND WIFE

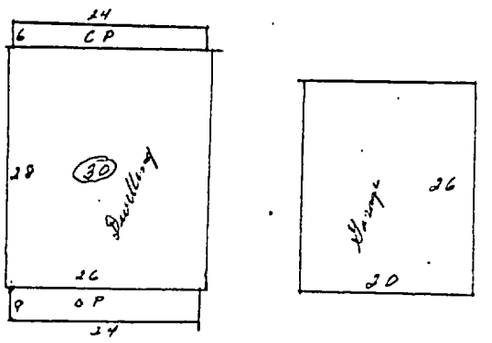
The Estate of Mr. Lowman is located in the 5th Election District of Anne Arundel County, more definitely described as Lots 19-20-21, Section B of Brooklyn Heights, being 115 Audrey Avenue.

Location of property is excellent as to public services.

The lot sizes are 25' x 125' each or 75' x 125', 75' front being on Audrey Avenue with an alley to the rear. The topography is high as the lots are level and well drained.

The land is improved by a 2 story residence and garage. Dwelling consists of 3 rooms and hall on 1st floor and 4 rooms and bath on 2nd floor. There is a full cellar.

Construction of the house is as follows:



Basement	-	Concrete
Siding	-	Stucco on Block
Roof	-	Composition Shingle
Interior	-	Plaster
Floors	-	Hardwood & Pine
Heat	-	Gas - Hot Water

Size and print of the house:

Sq. Ft.	H.	Cu. Ft.	R:	Amount
728	30	21,840	$ 0.825	$ 18,018.00
144 C.P.			5.00	720.00
192 O.P.			4.00	768.00
				$ 19,506.00
			Less 30%	6,046.00
			Net Value	$ 13,460.00

Construction of the Garage & Shop is as follows:

Roof	-	Composition
Siding	-	Stucco on Block
Floor	-	Concrete
2 Story		

520 Sq. Ft.	$ 8.00	$ 4,160.00
	Less 50%	2,080.00
		$ 2,080.00

Land 75' @ $50.00 per front foot
75x125x$50. x 91% Depth Factor = $ 3,412.00

Dwelling	$ 13,460.00
Garage	2,080.00
Land	3,412.00
	$ 18,952.00

In our opinion the fair market value of this property is approximately $18,500 to $19,000.

Vinton L. Bull
Eldridge S. Wilkinson

Exam. Exh. #2
Matter of Bertie Lowman, Incompetent
#16,567 Eq.
M. W. Smith, Exam.

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Exhibit "B"

EX PARTE	*	IN
BERTIE LOWMAN	*	THE CIRCUIT COURT
INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	NO.16,567 EQUITY

* * * *

TESTIMONY TAKEN ON BEHALF OF PETITIONERS

June 1, 1965

Present:

Mr. Marvin I. Anderson, Solicitor for Petitioners

Mr. Malcolm B. Smith, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witness:

Glenwood G. Lowman, pages 2 - 4.

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1965 JUN -3 PM 2:53

GLENWOOD G. LOWMAN, a witness of lawful age being first duly sworn, deposes and says:

MR. ANDERSON:

1 State your name and address.

A Glenwood G. Lowman, 8443 Bay Drive, Riviera Beach, Pasadena, Md.

2 And you and your sister, Margaret F. Bradford, are the Committee of your mother's estate. Is that correct?

A We are.

3 And your mother is Bertie Lowman, also known as Bertie Estelle Lowman. Isn't that correct?

A That is correct.

4 And she is a widow, I believe?

A That is true.

5 And does she own any real estate in Anne Arundel County?

A She owns a house and ground at 115 East Audrey Avenue, Brookwood Park, Anne Arundel County, Maryland.

6 And I show you a deed recorded in Liber W.M.B. 18, Folio 86, and ask you, is that the deed for the property?

A It is.

(DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

7 What does the property, briefly, consist of?

A It's a two story dwelling, masonry construction, and it has a two story garage in the back, and there are three lots 125 x 75.

8 And have you had the property appraised?

A We had it appraised, and the appraisal was between $18,500.00 and $19,000.00.

9 You had it appraised by Mr. Vinton T. Bull and Eldridge S. Wilkerson?

A That is true.

10 Assessors for Anne Arundel County? Is that correct?

A That is true.

MR. ANDERSON: I offer the appraisal made by Mr. Bull and Mr. Wilkerson.

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

11 Does the Committee of Bertie Lowman, also known as Bertie Estelle Lowman, have any funds with which to support her?

A No, we haven't.

12 No, I mean, has the Committee had any money.

A Well, I think it would probably be less than Fifty Dollars now, and some of that is money that has been contributed to it.

13 Is the house occupied at the present time?

A No, it isn't. The tenant moved out the 22nd of May.

14 What is the state of repair of the property?

A I'd say fair at this time, there's some minor things, painting that has to be done.

15 And where is your mother living at the present time?

A She's living at 1100 Carnation Drive, Birmingham, Alabama.

16 With one of your sister's? Is that right?

A Yes, Catherine Skwerers.

17 In your opinion, is it necessary that the house be sold to meet the running expenses of keeping your mother and looking after her?

A Yes, it is, definitely.

18 And, I believe, the Committee has also incurred some expenses now that haven't been paid?

A Up to this time, I'd say, it was roughly about a Thousand Dollars that my sister and her husband have made out, as we agreed. It may be more or less, I really don't know.

19 In your opinion, what is the best thing to do with the property?

A I think, and my sister concurs in this, in fact, we all do, that the best thing would be to sell it and deposit this money. The house will be unoccupied now and we feel that it will deteriorate because no one is living in it.

20 In fact, you all have agreed to sell the property?

A That is true.

21 And have you entered into a Contract of Sale for the property with Oscar H. Eberle and Mona M. Eberle, his wife?

A We have.

22 And the purchase price is $19,000.00, of which you received $250.00 on account. Is that right?

A That is true.

(CONTRACT OF SALE FILED HEREWITH MARKED EXAMINER'S EXHIBIT 3)

23 In your opinion, is the contract price fair and reasonable?

A It is. We offered it for $19,500.00, and we sold it for $19,000.00, which was the high appraisal that we got.

24 What is your business?

A I'm a builder.

25 Contract builder?

A Yes.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Glenwood G Sowman

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

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

Witness my hand and seal this 3rd day of June, 1965.

MALCOLM B. SMITH, Examiner (SEAL)

M.S. $25.00

I.H. $10.00

Form 3007. 3M. 7-15-25

THE MARYLAND TITLE GUARANTEE COMPANY—DEED IN FEE.

This Deed, *Made this* 19th day of November in the year one thousand nine hundred and twenty - five, by and between, E. WILBUR STOLL and GRACE COE STOLL, his wife, parties of the first part, and GORDON P. LOWMAN and BERTIE ESTELLE LOWMAN, his wife, parties of the second part, all of the City of Baltimore in the State of Maryland.

Witnesseth, *that in consideration of the sum of* Five Dollars and other valuable considerations the receipt whereof is hereby acknowledged the said parties of the first part, do hereby grant and convey unto the said Gordon P. Lowman and Bertie Estelle Lowman, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her

heirs and assigns, in fee simple, all -those three- *lot* s *of ground situate in* the Fifth District of Anne Arundel County, *in the State of Maryland, and described as follows, that is to say:*

B E I N G ,- lots Numbers Nineteen (19), Twenty (20) and Twenty-one (21), in Section B, as shown on the Plat of Brooklyn Heights, Sub-Division of J. Clinton Mewshaw, which plat is duly recorded in Plat Book G.W. No. 1, folio 128 each of said lots having a frontage of twenty-five feet on the south side of Audrey Avenue with a depth southerly of one hundred and twenty-five feet to an alley ten feet wide.

B E I N G ,- three of the lots of ground which by Deed dated December 30th, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 102, folio 279, were granted and conveyed by Stoll and Pyles, Incorporated to the said E. Wilbur Stoll.

Examiner's Exh. #1
Matter of Bertie Lowman, Incompetent
#16,567 Eq.
[signature], Exam.

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

fee

To have and to hold *the said lot* s - - - - - *of ground and premises, unto and to the use of the said* Gordon P. Lowman and Bertie Estelle Lowman, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple, forever.

And *the said* Grantors - *hereby covenant that* they *have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that* they *will warrant specially the property hereby granted and conveyed, and* they *will execute such further assurances of said land as may be requisite.*

Witness: the hands and seals of the within named grantors.

WITNESS:

Geo A Anderson

E Wilbur Stoll [SEAL]

Grace Coe Stoll [SEAL]

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 19th day of November - - - - - - - - - - - - - - - - - -

in the year one thousand nine hundred and twenty -five - - - - - - before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared E. Wilbur Stoll and Grace Coe Stoll, his wife, the within named grantors, and they acknowledged the aforegoing Deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

George A. Wiedersum
Notary Public.

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LIBER 164 PAGE 69

EX PARTE	+	IN THE
BERTIE LOWMAN	+	CIRCUIT COURT
Incompetent	+	FOR
	+	ANNE ARUNDEL COUNTY
	+	No. 16,567 EQUITY

++++++++++++++++++

REPORT OF EXAMINER AND MASTER

This case is before the Court on a Petition filed by the Committee for the Incompetent to sell certain real estate belonging to the Incompetent. The evidence discloses that the ward has no income with which to meet current expenses, and the Committee has incurred debts of approximately $1,000.00. The real estate was formerly rented, but is now vacant and is in need of repair, and it would be to the advantage of the Incompetent for the property to be sold. A contract has been entered into for the sale of the property for the sum of NINETEEN THOUSAND DOLLARS ($19,000.00), and an appraisal filed by two (2) real estate appraisers show that this amount is fair and reasonable. The appraisers did not personally appear to testify, and the case is submitted upon the basis of the testimony of one of the Committee and the written statement of the appraisers, together with the Deed and a copy of the Contract of Sale.

This case is ready for Decree as of the date of this Report, and the attached form of Decree is recommended.

Malcolm B. Smith
Examiner and Master

LAW OFFICES
SMITH & WOHLGEMUTH
ANNAPOLIS, MD.

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EX PARTE	*	NO. 16,567 EQUITY
BERTIE LOWMAN,	*	IN THE
Incompetent	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

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

SUBMISSION FOR DECREE

We hereby submit for an immediate ratification and decree of the sale of the property by Margaret F. Bradford and Glenwood G. Lowman, Committee of Bertie Lowman, Incompetent, to Oscar H. Eberle and Mona M. Eberle, his wife.

Marvin I. Anderson

Marvin I. Anderson, Attorney for Margaret F. Bradford and Glenwood G. Lowman, Committee of Bertie Lowman, Incompetent

Oscar H. Eberle

Oscar H. Eberle

Mona M Eberle

Mona M. Eberle
Purchasers

Law Offices
ERSON & ANDERSON
Annapolis, Md.

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LIBER 164 PAGE 71

EX PARTE *

BERTIE LOWMAN, *

Incompetent *

*

*

NO. 16,567 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

D E C R E E

This cause standing ready for hearing and being submitted, and it appearing from the testimony and exhibits that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is not only necessary to sell the property to obtain funds for the support of the incompetent, but also to her interest and advantage that the property be sold, it is, therefore, ADJUDGED, ORDERED and DECREED this 3rd day of June, 1965, by the Circuit Court for Anne Arundel County, sitting in Equity, that Margaret F. Bradford and Glenwood G. Lowman, Committee of the person and estate of Bertie Lowman, a person alleged to be under disability, be and they are hereby authorized to sell the real property described in these proceedings owned by Bertie Lowman, also known as Bertie Estelle Lowman, and mentioned and described in the contract of sale and purchase made by and between the said Margaret F. Bradford and Glenwood G. Lowman, Committee and Oscar H. Eberle and Mona M. Eberle, his wife, and filed in these proceedings; and that said contract of sale and purchase be and the same is hereby ratified, confirmed and approved; and that the said Margaret F. Bradford and Glenwood G. Lowman, Committee as aforesaid, upon payment of the purchase price mentioned in said contract, but not before, shall convey to Oscar H. Eberle and Mona M. Eberle, his wife, all the right, title, interest and estate of

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DERSON & ANDERSON
Annapolis, Md.

29

Bertie Lowman, also known as Bertie Estelle Lowman, incompetent, in and to the aforesaid property in accordance with the terms and conditions of said contract of sale and purchase.

And it is further ADJUDGED, ORDERED and DECREED that after receiving the purchase price, the said Committee, after payment of any expense in connection with the sale, shall bring into Court the money arising from said sale, to be administered under the direction of this Court, after deducting the costs and such commissions and attorney's fees as this Court shall think proper to allow.

George Sachse
Judge

30

LIBER 164 PAGE 73

EX PARTE	*	NO. 16,567 EQUITY
BERTIE LOWMAN	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * *

COMMITTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Margaret F. Bradford and Glenwood G. Lowman, Committee, duly authorized by Decree of this Court dated the 3rd day of June, 1965, in these proceedings to convey the property set forth in the contract of sale filed herein to Oscar H. Eberle and Mona M. Eberle, his wife, the purchasers, respectfully shows unto your Honors:

1. That on the 15th day of July, 1965, the said Margaret F. Bradford and Glenwood G. Lowman, Committee, duly executed and delivered to the said Oscar H. Eberle and Mona M. Eberle, his wife, a deed conveying to them, the purchasers, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, free, clear and discharged from all claims of said Bertie Lowman, hereto, and those claiming by, from or under her in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Margaret F. Bradford and Glenwood G. Lowman, Committee, having received the net amount of $18,709.74, being the full amount due the said Bertie Lowman, after the adjustment of taxes and documentary stamps, all as shown by the attached statement which is made a part of this Report of Sale.

And as in duty, etc.,

Margaret F. Bradford

MargaretF. Bradford

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Glenwood G. Lowman, Committee

Marvin I. Anderson,
Solicitor for Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 30th day of July, in the year Nineteen hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Margaret F. Bradford and Glenwood G. Lowman, Committee of the person and estate of Bertie Lowman, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth.

Witness my hand and seal Notarial,

Herbert Wenner
Notary Public

LIBER 164 PAGE 75

MEZGER AND MEZGER
Attorneys and Counsellors at Law

Memorandum of Settlement — Date as of July 20th, 1965

Re: Purchase of fee simple property known as 115 Andrey Avenue, 5th Election District, Anne Arundel County, Maryland

I Credit to Seller:

1.	Amount of Purchase Price	$ 19,000.00
2.	19 Taxes Paid in Advance Months Days	
3.	House Rent Months Days	
4.	Accruing Ground Rent Months Days	
5.	1965 Anne Arundel County Sanitary Charges 5 months 10 days	5.66
6.		
	Total Credit to Seller	$ 19,005.66

II Deduct:

7.	Amount Paid on Account		$ 250.00
8.	19 65/66 Taxes [redacted]	Months 20 Days-	6.06
9.	Adjustment Current Metered Water 5	Months 8 Days-	8.50
10.	Ground Rent (Current Period)	Months Days-	
11.	House Rent	Months Days-	
12.	Mortgages & Interest thereon		
13.			
14.			
15.			
16.			
17.	½ Revenue Stamps U. S.: $ 10.45		
18.	½ Revenue Stamps MD/Co. $ 20.90		31.35
	Total Deductions		295.91
	Net Amount Due Seller by Purchaser		$ 18,709.75
	Paid by Loan Check		14,545.68
	Net Balance Due Seller		$ 4,164.07

The undersigned Purchasers and Sellers have examined the above statement and find it correct, and it is agreed that any errors or omissions thereon will be corrected by us, and adjustments made between parties hereto as required.
The Seller acknowledges receipt of $ 14,709.75 in full settlement of the above transaction and authorizes the deductions as shown above.

Dated July 20th, 1965

Oscar H. Eberle
Buyer's Signature

Margaret F. Bradford
Seller's Signature

Mona M. Eberle
Buyer's Signature

[illegible]
Seller's Signature

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LIBER 164 PAGE 70

In the Case of

EX PARTE, BERTIE LOWMAN, Incompetent

VS.

In the

Circuit Court

For

Anne Arundel County

No. 16,567 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.

August 9, 1965

John H. Hopkins, IV, Auditor.

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FINAL ORDER

ORDERED BY THE COURT, this 25th 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

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LIBER 164 PAGE 77

Dr. EX PARTE, BERTIE LOWMAN, Incompetent

In Acct. with MARGARET F. BRADFORD and GLENWOOD G. LOWMAN

					Cr.	
1965, July 15,						
Proceeds of Sale	19,000	00	19,000	00		
Refund A. A. Co. Sanitary charges, 7/15/65 to 12/31/65	5	66	5	66		
					19,005	66
To Committee for Attorney fee, Court Order, 8/5/65	350	00				
To Committee for commissions, viz:	600	00	950	00		
To Committee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	68	25				
Wm. R. Huggins - sheriff's costs	4	00				
Malcolm Smith - examiner's fee	25	00				
Irene Hazel - stenographer's fee	10	00				
Auditor - stating this account	35	00	152	25		
To Committee for expenses, viz:						
Eldridge S. Wilkerson and Vinton T. Bull, appraiser's fee	40	00				
1965 taxes, adj. - 7/1/65 to 7/20/65	6	06				
Metered Water charge to 7/20/65	8	50				
One-half cost documentary stamps	31	35	85	91		
To Margaret F. Bradford and Glenwood G. Lowman,						
Committee, this balance	17,817	50	17,817	50		
					19,005	66

ERNEST F. STREIF Crownsville, Maryland	:	NO. 12,194 EQUITY
VS.	:	
RAYMOND ANTCZAK and DOLORES ANTCZAK, his wife Severn, Maryland (Blackowicz Farm, New Cut Road)	:	IN THE CIRCUIT COURT
PATRICIA CLARK and MILLARD CLARK, her husband Crownsville, Maryland (rear of Ernie's Inn)	:	FOR
AGNES MORELAND and ODDIE MORELAND, her husband Millersville, Maryland (Lorrie Green's farm, 1/2 mile north of Severn Crossroads on Generals Highway)	:	ANNE ARUNDEL COUNTY

: : : : : : :

BILL OF COMPLAINT
FOR DECLARATORY DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, says:

FIRST: That by deed dated October 22, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 263, a certified copy of which, marked "Plaintiff's Exhibit A," is annexed hereto and prayed to be taken as part hereof, one Frederick J. Pfingsten conveyed certain improved real property therein described unto Ernest F. Streif, your orator, and one Agnes Streif, therein described as your orator's wife, as "tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple."

SECOND: That by deed dated June 12, 1951, and recorded among said Land Records in Liber J.H.H. No. 627, folio 435, a certified copy

LBERT J. GOODMAN
ATTORNEY AT LAW
POLIS, MARYLAND

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of which, marked "Plaintiff's Exhibit B," is annexed hereto and prayed to be taken as part hereof, one Arthur Ann Stewart conveyed that certain unimproved real property therein described which adjoins the tract conveyed by Plaintiff's Exhibit A, unto the said Ernest F. Streif and Agnes Streif, therein described as your orator's wife, as "tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple."

THIRD: That by deed dated November 11, 1953, and recorded among said Land Records in Liber J.H.H. No. 798, folio 361, a certified copy of which, marked "Plaintiff's Exhibit C," is annexed hereto and prayed to be taken as part hereof, Theodore B. Segner and wife and Otis R. Hitt and wife, owners of certain parcels of land adjoining those described in Plaintiff's Exhibits A and B, in order to settle all disputes among them as to boundary lines, conveyed all their right, title and interest in and to the lands therein described, including those lands described in Plaintiff's Exhibits A and B, unto your orator and the said Agnes Streif, therein described as your orator's wife, as "tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple."

FOURTH: That by deed dated December 10, 1954, and recorded among said Land Records in Liber J.H.H. No. 886, folio 500, a certified copy of which, marked "Plaintiff's Exhibit D," is annexed hereto and prayed to be taken as part hereof, Otis R. Hitt and wife conveyed the real property therein described unto your orator and the said Agnes Streif, therein described as your orator's wife, as "tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple."

FIFTH: That the said Agnes Streif, whose real name was Agnes Antczak, was not, in fact, the wife of your orator.

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

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SIXTH: That said Agnes Antczak, also known as Agnes Streif, as aforesaid, departed this life on April 30, 1957, at Anne Arundel County, Maryland, leaving as her only heirs at law her three adult children, to wit:

A. The defendant Raymond Antczak, who is married to the defendant Dolores Antczak.

B. The defendant Patricia Clark, nee Antczak, who is married to the defendant Millard Clark.

C. The defendant Agnes Moreland, nee Antczak, who is married to the defendant Oddie Moreland.

SEVENTH: That upon the death of said Agnes Antczak, also known as Agnes Streif, a dispute arose among your orator and the defendants over the proper construction of the deeds mentioned in Paragraphs One, Two, Three, and Four above, the defendants claiming, collectively, a one-half interest in the properties thereby conveyed by inheritance from said Agnes Antczak, and your orator claiming full ownership thereof by right of survivorship.

EIGHTH: That said claims of the defendants constitute a cloud upon your orator's title to said properties; and your orator, being in sole possession of the same, can maintain no action at law whereby he can assert his complete title against the defendants. Your orator is, therefore, advised and believes that he may have said deeds construed and his rights thereunder determined in equity in accordance with Article 31A, Section 2, of the Annotated Code of Maryland (1951 Edition), the Uniform Declaratory Judgments Act.

WHEREFORE, your orator prays:

1. THAT this Honorable Court pass a decree in the premises declaring that the deeds mentioned in Paragraphs One, Two, Three, and Four above conveyed the property therein described to your orator and the

BERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

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said Agnes Antczak, also known as Agnes Streif, as joint tenants with rights of survivorship, and not as tenants in common; that your orator, therefore, acquired all right, title and interest of the said Agnes Antczak therein by survivorship upon her death; and that the defendants inherited no interest therein from the said Agnes Antczak.

2. AND for such other and further relief as the nature of his cause may require.

AND AS IN DUTY BOUND, ETC.

Ernest F. Streif

Ernest F. Streif, Plaintiff

Theodore G. Bloom

Theodore G. Bloom
156 South Street
Annapolis, Maryland
Colonial 3-2400

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400
Solicitors for Plaintiff

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

INT. REV. STAMP $6.60- MS. STATE STAMP $6.00

THIS DEED, made this 22nd day of October, 1946, by and between FREDERICK J. PFINGSTEN, widower, of the first part, and ERNEST P. STREIF and AGNES STREIF, his wife, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations in hand paid by the parties of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said ERNEST F. STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, the following-described property situate, lying and being in the Second Election District of Anne Arundel County aforesaid on the east side of the Washington, Baltimore and Annapolis Railroad, about one-eighth of a mile to the north of Crownsville Station on said road, it being composed of part of a tract of land called the "Connection" and described as follows:

BEGINNING for the same at a stake in the limit line of the said railroad on the east side thereof south 83 degrees 30 minutes east 13 3/4 perches to a post; thence south 6 degrees 30 minutes west 17 perches to intersect the north 70 degrees 45 minutes west line of the whole tract at the end of 9 3/4 perches thereof; thence with the outlines of the said whole tract north 70 degrees 45 minutes west 8.2 perches; north 3¼ degrees west 6 perches; north 38 degrees west 7¼ perches to the aforesaid railroad; thence with said railroad to the place of beginning, containing one acre, more or less.

Pltffs". Exhibit No. 1
No. 12,194 Equity
29. aug. 1957

Plaintiff's exhibit a

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BEING the same property which was conveyed to the said Frederick J. Pfingsten by Elsie E. Deeter and husband by deed dated April 3, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 303, folio 243.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; subject, however, to a right of way across the property hereby conveyed by a road to be laid as close as may be practical and convenient for the use thereof to said railroad's right of way so as to give access to the public road or highway leading from Crownsville to Gott's Station on said railroad to W. Meade Holladay, his heirs and assigns.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said ERNEST F. STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such other assurances of the same as may be requisite.

AS WITNESS the hand and seal of said grantor.

WITNESS: FREDERICK J. PFINGSTEN (SEAL)

GRACE R. HARTGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland,

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in and for the county aforesaid, personally appeared FREDERICK J. PFINGSTEN, widower, the within-named grantor, and acknowledged the foregoing deed to be his deed and act.

AS WITNESS my hand and Notarial seal.

GRACE R. HARTGE

NOTARY PUBLIC

(NOTARIAL SEAL)

Recorded - 24th October, 1946, at 3:15 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. 385 Folio 263, 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 11th day of June, A.D., 1957.

George T. Cromwell Clerk.

GEORGE T. CROMWELL

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NO TITLE EXAMINATION MADE

BOOK 627 PAGE 435 LIBER 164 PAGE 85

THIS DEED, made this 12th day of June, 1951, by and between ARTHUR ANNE STEWART, widow, of the first part, GRANTOR; and ERNEST STREIF and AGNES STREIF, his wife, of the second part, GRANTEES; all of Anne Arundel County and State of Maryland; WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations paid by the parties of the second part to the party of the first part, the receipt of which is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said ERNEST STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, the following-described property situate, lying and being in the Second Election District of Anne Arundel County aforesaid:

BEGINNING for the same at a white oak stump on the east side of the W. B. and A. Railroad and running from thence north 69 degrees 10 minutes east 111.5 feet to the center of a small pond; thence south in the center of a small stream south 75 degrees 50 minutes east 64.3 feet; thence south 49 degrees east 112.1 feet to a post; thence south 81 degrees 4 minutes west 250.8 feet to a post; thence north 6 degrees 20 minutes west 97 feet to the place of beginning, containing and now laid out to contain 0.5 acres, more or less, together with a 12-foot right of way running from the property herein conveyed across the railroad tract to the public road, said right of way beginning at the said white oak stump and running for an even width of 12 feet in a straight line to said road.

BEING the same property which was conveyed to George Stewart and Arthur Anne Stewart, his wife, by William F. McAvoy, et al., etc., by deed dated September 25, 1930, and recorded among the Land Records of Anne Arundel County immediately prior hereto, and being also the same property which was conveyed to Arthur Anne Stewart by C. Albert Hodges, etc., et al., by deed of even date herewith and recorded among the aforesaid Land Records immediately prior hereto, the said George Stewart having departed this life

ERT J. GOODMAN
TTORNEY AT LAW
IAPOLIS, MARYLAND

Pltffs'. Exhibit No. 2
No 12,194 Equity
29. aug. 1957

Plaintiff's Exhibit B.

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subsequent to the execution of the former deed.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said ERNEST STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

AS WITNESS the hand and seal of said grantor

WITNESS: (as to her mark)

Raymond O. Phipps — Raymond O. Phipps

Grace R. Hartge — Grace R. Hartge

Arthur Anne Stewart (SEAL) — Arthur Anne Stewart

Mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this day of June, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ARTHUR ANNE STEWART, widow, the within-named grantor, and acknowledged the foregoing deed to be her deed and act.

AS WITNESS my hand and Notarial seal.

Raymond O. Phipps, Notary Public

Recorded-14th-June-1951-at-2:20-P.M.

BERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. No. 627 Folio 435, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of June, A. D., 1957.

George T. Cromwell. CLERK.

GEORGE T. CROMWELL

Agreement dated 10-2-59 recorded in Liber JHH No. 870, folio 457 Robert J. Boardman

THIS DEED, made this 10th day of December, 1954, by and between OTIS R. HITT and STELLA HITT, his wife, of the first part, GRANTORS; and ERNEST STREIF and AGNES STREIF, his wife, of the second part, GRANTEES; all of Anne Arundel County and State of Maryland; WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said ERNEST STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, the following-described property situate, lying and being in the Second Election District of Anne Arundel County aforesaid:

FIRST: Beginning for the same at a pipe found at the end of the north 10 degree 57 minute east 686.35 foot line of the conveyance from Otis R. Hitt and wife to Robert Coale and wife by deed dated June 13, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 196; and running from said beginning point with the last line of a conveyance from Edward Owens and wife to Benjamin Williams by deed dated July 29, 1865, and recorded among the aforesaid Land Records in Liber N.H.G. No. 13, folio 364, as corrected for magnet difference, south 79 degrees 24 minutes 20 seconds east 645.35 feet to a stone found in a fence corner; thence continuing with the outlines of said conveyance and with a fence, south 21 degrees 52 minutes 20 seconds east 824.98 feet; thence leaving said fence, south 05 degrees 37 minutes 20 seconds east 197 feet to a pipe in the center of a branch; thence the following ten courses and distances intending to follow the center line of said branch: south 88 degrees 30 minutes west 20 feet; south 39 degrees 51 minutes west 70 feet; south 89 degrees 50 minutes west 50 feet; south 11 degrees 10 minutes west 130 feet; south 66 degrees 45 minutes west 100 feet; south 31 degrees 50 minutes west 100 feet; south 52 degrees 56 minutes west 94.72 feet;

ALBERT J. BOORMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Pltffs". Exhibit No. 3 Plaintiff's Exhibit
No. 12,194 Equity

to a pipe found at the corner of the property belonging to Phillips; thence continuing with the center line of said branch, north 79 degrees 33 minutes west 194 feet; south 69 degrees 59 minutes west 95.83 feet to another pipe found, being a corner of the Phillips property; thence continuing with said stream, south 52 degrees 31 minutes 30 seconds west 135.41 feet; thence leaving the stream and the outlines of the whole tract, and running with the north line of a 4.53-acre tract to be retained by Otis Hitt, north 40 degrees 01 minute west 47 feet to a pipe at top of the bank; thence continuing north 40 degrees 01 minute west 153.52 feet to a pipe on the north side of an intermittent stream; thence with the center line of a ravine, north 44 degrees 59 minutes west 265.25 feet to a pipe at the head of said ravine; thence north 89 degrees 07 minutes west 80.68 feet to a pipe; thence north 72 degrees 16 minutes 40 seconds west 293.15 feet to a pipe on the east side of the Generals Highway, 30 feet from the center line of the concrete paving; thence with the east side of said highway, north 14 degrees 09 minutes 30 seconds east 375.59 feet to intersect the north 79 degree 03 minute west 190.62 foot line of Parcel One of the conveyance from Otis R. Hitt and wife to Gregory A. Wilder and wife by deed dated July 3, 1952, and recorded among the aforesaid Land Records in Liber J.H.H. No. 708, folio 80; thence with part of said line, reversely, and with the outlines of said conveyance, reversely, south 78 degrees 58 minutes east 180.62 feet to a pipe; thence north 11 degrees 02 minutes east 60 feet to a pipe on the south side of a 30-foot right of way; thence with the same, north 78 degrees 58 minutes west 177.5 feet to a point on the east side of the Generals Highway; thence with the same, north 14 degrees 09 minutes 30 seconds east 30.04 feet to a point in the south 79 degree 03 minute east 321 foot line of the above-mentioned conveyance from Hitt to Coale; thence with part of said line and the north side of a 30-foot right of way, south 78 degrees 58 minutes east 224 feet to a pipe found at the end of said line; thence running with the outlines of Parcel Two of the above-mentioned conveyance from Hitt

ILBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

to Wilder, reversely, south 78 degrees 58 minutes east 100 feet to a pipe; north 11 degrees 02 minutes east 497.26 feet to a pipe; and north 78 degrees 58 minutes west 100 feet to a pipe; thence with the south 10 degree 57 minute west 198.88 foot line of a conveyance from Robert Coale and wife to the South Shore Improvement Association by deed dated August 25, 1954, and recorded in Liber J.H.H. No. 859, folio 452, reversely, and as corrected for magnetic difference, north 11 degrees 02 minutes east 198.88 feet to the place of beginning, containing 28.6 acres, more or less, excluding the one-acre tract conveyed to William R. Jones and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

SECOND: Beginning for the same at a pipe found at the beginning of the conveyance from Otis Hitt and wife to Robert Coale and wife by deed dated June 14, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 196; and running from thence with part of the first line of said conveyance, south 78 degrees 58 minutes east 36.91 feet to the west side of Generals Highway; thence with the same, parallel to and 30 feet west of the center line of the concrete paving, south 14 degrees 09 minutes 30 seconds west 462.11 feet to a pipe; thence leaving said highway, north 75 degrees 54 minutes 40 seconds west 31.48 feet to the center line of the abandoned Washington, Baltimore and Annapolis Railroad right of way; thence with a curve of the same, which has a chord bearing and distance of north 13 degrees 29 minutes 30 seconds east 460.16 feet, to the place of beginning, containing 0.35 of an acre, more or less.

BEING part of the same property which was conveyed to the said Otis R. Hitt and wife by the Home Owners Loan Corporation by deed dated June 7, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 280, folio 295.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privi-

BERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

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leges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said ERNEST STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

WITNESS:

Grace R. Hartge
Grace R. Hartge as to both

Otis R. Hitt (SEAL)
Otis R. Hitt

Stella Hitt (SEAL)
Stella Hitt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

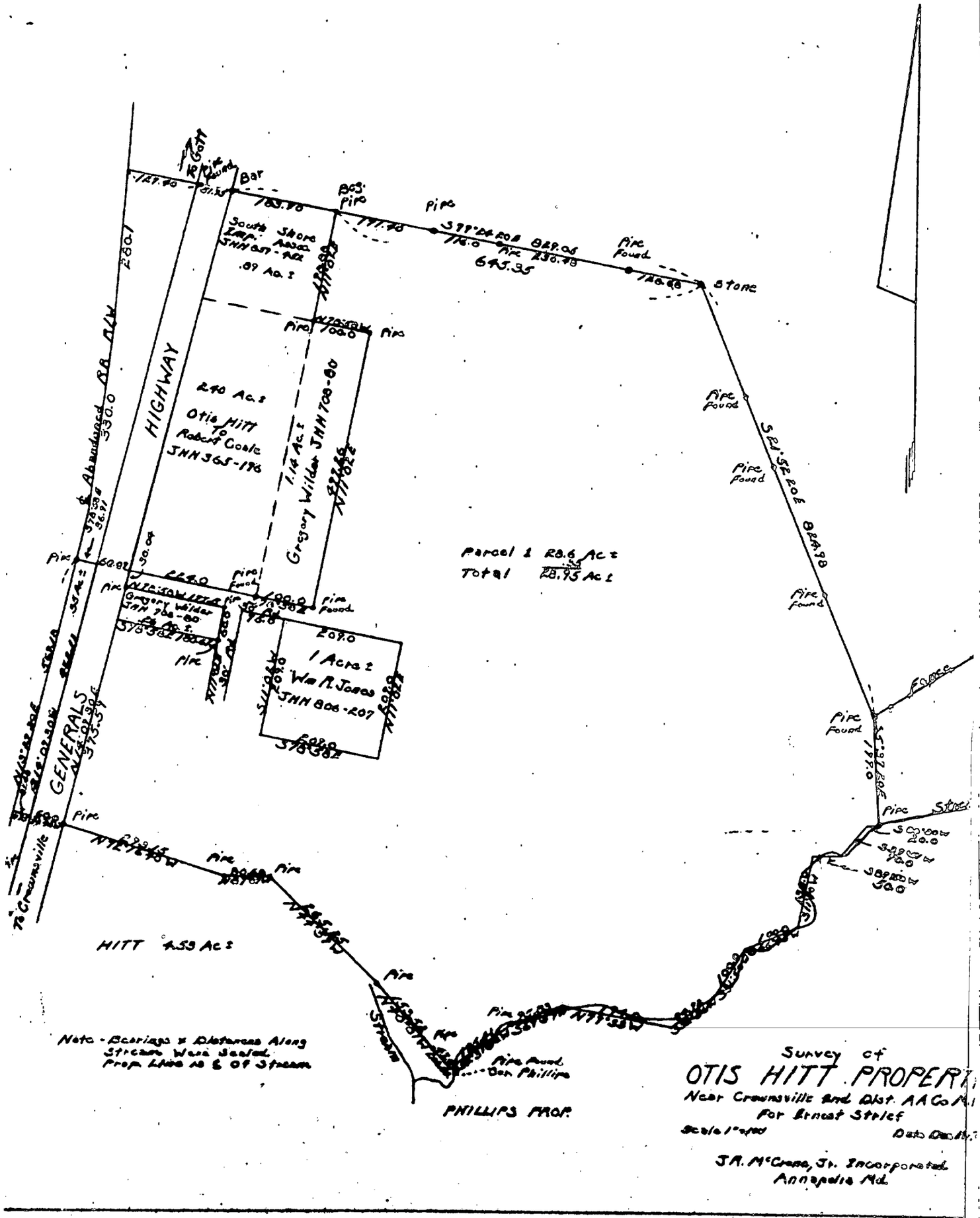
I HEREBY CERTIFY that on this 10th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared OTIS R. HITT and STELLA HITT, his wife, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge
Grace R. Hartge, Notary Public

Recorded- 10 Dec., 1954, at 2:25 P.M.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND


HIGHWAY
GENERALS
Bar
Pipe
Stone
South Shore Imp. Assoc. JNH 857-452
.89 Ac.±
240 Ac.±
Otis Hitt To Robert Coale JNH 365-196
1.14 Ac.±
Gregory Wilder JNH 708-80
Parcel 1 28.6 Ac.±
Total 28.95 Ac.±
1 Acre ± Wm R. Jones JNH 806-207
HITT 4.53 Ac.±
To Crownsville
Note - Bearings & Distances Along Stream Were Scaled. Prop. Line is ℄ of Stream
Pipe Found Dan Phillips
PHILLIPS PROP.
Survey of
OTIS HITT PROPERT
Near Crownsville 2nd Dist. AA Co. M
For Ernest Strief
J.R. McCrone, Jr. Incorporated
Annapolis Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat, is a true copy of a Deed as recorded in Liber J. H. H. No. 886 Folio 500, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 12th day of June A. D., 1957.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

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NO TITLE EXAMINATION MADE

THIS DEED, made this 11th day of November, 1953, by and between THEODORE B. SEGNER and MYRTLE H. SEGNER, his wife, of Anne Arundel County and State of Maryland, [redacted] of the first part; OTIS R. HITT and STELLA HITT, his wife, of Anne Arundel County and State of Maryland, of the second part; GRANTORS; and ERNEST F. STREIF and AGNES STREIF, his wife, of Anne Arundel County and State of Maryland, of the third part, GRANTEES.

WHEREAS, the said parties of the third part are the owners of a 1.34-acre, more or less, tract of land situate in the Second Election District of Anne Arundel County, being more particularly hereinafter described, and being the same land as shown on a plat attached hereto, recorded herewith, and made a part hereof; and

WHEREAS, the said parties of the first part, Theodore B. Segner and Myrtle H. Segner, his wife, by virtue of a deed dated June 30, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 767, folio 129, acquired from John William Heath and wife all that tract of land adjoining the property of the said parties of the third part to the west, as shown on said plat; [redacted] and

WHEREAS, the said Otis R. Hitt and wife, by virtue of a deed dated June 7, 1943, and recorded among the Land Records aforesaid in Liber J.H.H. No. 280, folio 295, acquired from Home Owners Loan Corporation all that tract of land adjoining the property of the parties of the third part to the north and east thereof, as shown on said plat; and

WHEREAS, in order forever to eliminate any question as to the division lines between the properties owned by the said parties of the first, second and third parts, the said parties of the first and second part execute

LBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Pltffs' Exhibit No. 4
No. 12,194 Equity
29 aug 1957

Plaintiff's Exhibit D.

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these presents to convey unto the parties of the third part all and every right, title, interest, estate, claim or demand which they may have in and to all that parcel of land contained within the metes and bounds description hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged, the said parties of the first and second parts do grant, convey and release unto the said ERNEST F. STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, all their right, title, interest, estate, claim or demand in and to all that tract of land situate, lying and being in the Second Election District of Anne Arundel County and described as follows:

BEGINNING for the same at a pipe set on the east side of the General's Highway, as shown on a plat of a 1.17-acre tract recorded with a deed from John William Heath to Virginia Rose Hess dated January 10, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 553, folio 400, said pipe being located 30 feet from the center line of the present paving of the General's Highway and at the end of the south 81 degree 34 minute west 23.84 foot line of said plat; and running from thence with the continuation of said line, as corrected for magnetic difference, and with the south 81 degree 04 minute west 250.8 foot line of a conveyance from Arthur Ann Stewart to Ernest Streif and wife by deed dated June 12, 1951, and recorded in Liber J.H.H. No. 627, folio 435, south 81 degrees 04 minutes west 7.29 feet to a point on the east side of the General's Highway, as shown on a plat of said right of way recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 19, said point being north 81 degrees 04 minutes east 60.07 feet from a pipe set on the east side of the abandoned W. B. & A. Railroad right of way; thence with the east line of the General's Highway, north 06 degrees 20 minutes west 109.8 feet to a

ERT J. GOODMAN
TORNEY AT LAW
APOLIS, MARYLAND

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point; thence leaving said highway and running with a line as now agreed upon between the herein-described Streif property and the property of Theodore B. Segner and wife, north 69 degrees 10 minutes east 49.52 feet to a pipe set; thence still with said line, south 75 degrees 50 minutes east 64.3 feet; thence with the agreed division line between said Segner property and the Strief property on the north, north 49 degrees 58 minutes west 55.3 feet to a pipe, and north 38 degrees 37 minutes west 106.32 feet to a point on the east side of the General's Highway, as shown on the plat recorded in Cabinet 1, Rod Y, Plat 19; thence running parallel to and 60 feet east of the abandoned W. B. & A. Railroad right of way, north 02 degrees 54 minutes east 156.92 feet to a point, said point being where the agreed division line between the property of Otis R. Hitt and wife and Ernest F. Streif and wife intersects the east right of way line of the General's Highway; thence with said line, south 76 degrees 03 minutes east 176.29 feet to a pipe set; thence south 01 degree 42 minutes west 284.46 feet to a pipe; thence south 49 degrees 58 minutes east 45.5 feet to intersect the south 81 degree 34 minute west 163.3 foot line of the above-mentioned plat of the 1.17-acre Hess lot; thence with said line, south 81 degrees 04 minutes west 187.97 feet to the place of beginning, containing 1.34 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in May, 1953.

BEING all of two conveyances, one from Arthur Ann Stewart to Ernest Streif and wife dated June 12, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 627, folio 435; and the other from Frederick J. Pfingsten to Ernest F. Streif and wife dated October 22, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 385, folio 263; after the right of way area in the General's Highway referred to in a deed recorded in Liber F.S.R. No. 88, folio 71, and a deed recorded in Liber F.S.R. No. 87, folio 271, has been taken out; the lines of the above tract having been agreed upon among the parties hereto.

.T J. GOODMAN
ORNEY AT LAW
OLIS, MARYLAND

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TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said ERNEST F. STREIF and AGNES STREIF, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple.

AND the said grantors hereby covenant that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of the individual grantors. ~~and~~

~~[illegible]~~

WITNESS:

James M. Tindall as to Theodore B. Segner (SEAL)
James M. Tindall — Theodore B. Segner

James M. Tindall as to Myrtle H. Segner (SEAL)
James M. Tindall — Myrtle H. Segner

~~ATTEST:~~

~~[illegible]~~

~~[illegible]~~

~~Fred. H. Koethe, Secretary~~

By ~~[illegible]~~

~~Joseph B. Groh, President~~

James M. Tindall as to Otis R. Hitt (SEAL)
James M. Tindall — Otis R. Hitt

James M. Tindall as to Stella S. Hitt (SEAL)
James M. Tindall — Stella Hitt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared THEODORE B. SEGNER and

RT J. GOODMAN
TORNEY AT LAW
POLIS, MARYLAND

02

MYRTLE H. SEGNER, his wife, and OTIS R. HITT and STELLA HITT, his wife, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial seal.

James M. Tindall

James M. Tindall, Notary Public

[redacted]

[redacted]

[redacted]

Recorded-25th-Nov.-1953-at-11:00-A.M.

RT J. GOODMAN
TTORNEY AT LAW
APOLIS, MARYLAND

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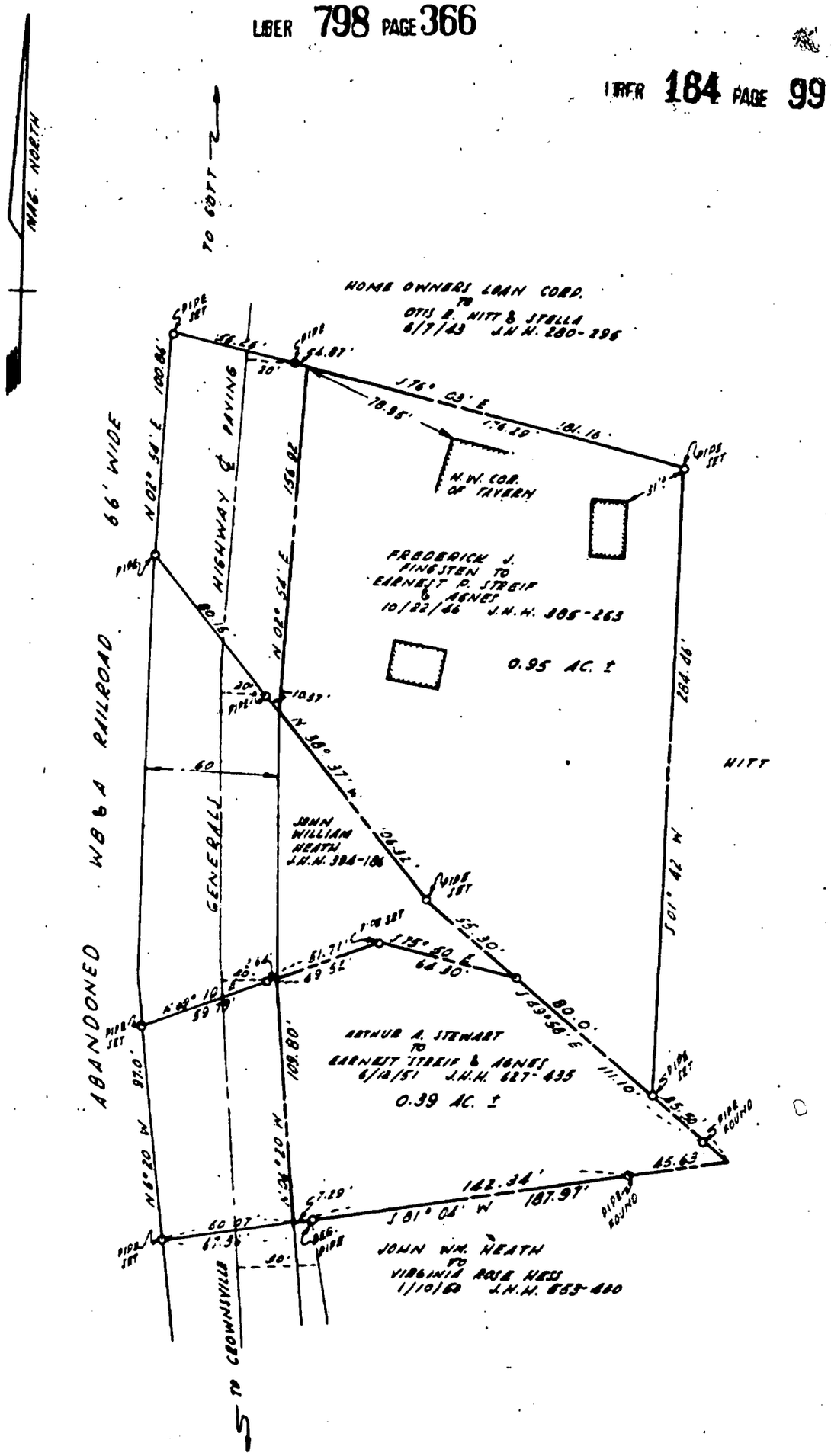
LIBER 798 PAGE 366

LIBER 184 PAGE 99



Scale 1" = 40'	LINE OF AGREEMENT SURVEY	J. R. McCRONE Jr., Inc.
	OF STREIF PROPERTY (1.34 AC. ±)	Registered Professional Engineers and Surveyors
Date MAY 1963	CROWNSVILLE 4TH DIST., A.A. CO., MD.	Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing photostat is a true copy of a Deed as recorded in Liber J. H. H. 798 Folio 361, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of June, A. D., 1957.

George T. Cromwell CLERK.

GEORGE T. CROMWELL

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ERNEST F. STREIF	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
RAYMOND ANTCZAK, et al	:	ANNE ARUNDEL COUNTY
	:	No. 12,194 Equity

- - - - - - - - - - -

ANSWER TO BILL OF COMPLAINT
FOR DECLARATORY DECREE

- - - - - - - - - - -

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Raymond Antczak and Dolores Antczak, his wife, Patricia Clark and Millard Clark, her husband, and Agnes Moreland and Oddie Moreland, her husband, Respondents in the above-entitled cause, by Rouse and Morton, their solicitors, for answer to the herein filed Bill of Complaint, say:

- 1 -

That the Respondents admit the allegations contained in paragraphs "First" through "Sixth", inclusive, of said Bill of Complaint.

- 2 -

That for answer to paragraph "Seventh" of said Bill of Complaint, the Respondents admit a controversy over the construction of the deeds filed herein as "Plaintiff's" exhibits; they deny, however, that the Complainant, Ernest Streif, is entitled to the full ownership of the properties subject of said deeds; they aver, instead, that they are entitled to an undivided one-half interest in said properties by virtue of the inheritance laws of the State of Maryland, they being the surviving heirs at law of Agnes Antczak, deceased.

The Respondents further state that the Complainant and the deceased intended that said interests be held as tenants in common without right of survivorship for the following reasons:

OUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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A. That the Complainant and the deceased conducted the operation of their tavern business and acquisition of real estate as a co-partnership, and that therefore the incidents of a co-partnership, especially the rights of dissolution upon death of one of the partners, attach to their jointly owned realty interests, as well as to their tavern business, and, accordingly, the Respondents, under the laws of Maryland, are entitled to a one-half interest in said realty.

B. That the Complainant misrepresented to the draftsmen of said deeds the true marital and business status of the Complainant and the deceased; that the insertion of the phrases, "tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple" in each of said deeds was a direct result of the misrepresentation of the true facts by the Complainant; that to allow the Complainant to profit by said misrepresentation is to deny effect to the deceased's industry, thrift and economy in an attempt to accumulate a legacy for her children, and would result in a distortion of the true intention of the Complainant and the deceased in connection with said property.

- 3 -

That for answer to paragraph "Eighth" of said Bill of Complaint, the Respondents deny that their claim constitutes a cloud upon the Complainant's title, but agree that the instant controversy is a proper subject coming within the spirit and intention of the Uniform Declaratory Judgment Act.

- 4 -

Further answering said Bill of Complaint, the Respondents aver that the instant cause is not one in which the Complainant has been deceived as to his relationship with the deceased during her life time; that in illicitly cohabiting with the deceased and enjoying the immunities of property improperly attributed to him and the deceased (as with benefit of clergy) he should not now be permitted to perpetuate and extend the fruits of an action considered contrary to public policy.

USE AND MORTON
ATTORNEYS AT LAW
NNAPOLIS, MARYLAND

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WHEREFORE, having answered said Bill of Complaint, your Respondents pray that this Honorable Court decree that the Respondents are entitled to a one-half interest in said realty.

ROUSE AND MORTON

By James C. Morton Jr.

James C. Morton, Jr.
18 West Street
Annapolis, Maryland
Col. 3-6670
Solicitors for Respondents

I HEREBY CERTIFY that I have mailed a copy of the foregoing Answer to Bill of Complaint for Declaratory Decree to Albert J. Goodman, Esquire and Theodore G. Bloom, Esquire, 156 South Street, Annapolis, Maryland, Solicitors for Complainant, this 16th day of July, 1957.

John J. Rouse Jr.

OUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

(3)

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ERNEST F. STREIF	*	NO. 12,194 EQUITY
VS.	*	IN THE
RAYMOND ANTCZAK, et al	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * *

ANSWER TO BILL OF COMPLAINT
FOR DECLARATORY DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Raymond Antczak and Dolores Antczak, his wife, Patricia Clark and Millard Clark, her husband, and Agnes Moreland and Oddie Moreland, her husband, Respondents in the above entitled cause, by Rouse and Morton, their solicitors, for answer to the herein filed Bill of Complaint, say:

1. That the Respondents admit the allegations contained in paragraphs "First" through "Sixth," inclusive, of said Bill of Complaint.

2. That for answer to paragraph "Seventh" of said Bill of Complaint, the Respondents admit a controversy over the construction of the deeds filed herein as "Plaintiff's" exhibits; they deny, however, that the Complainant, Ernest Streif, is entitled to the full ownership of the properties subject of said deeds; they aver, instead, for the reasons set forth below, that the properties were held by the parties as tenants in partnership and that the said Ernest F. Streif holds said properties as surviving partner, and has no right to possess said properties for any but a partnership purpose.

A. That the Complainant and the deceased conducted the operation of their tavern business and acquisition of real estate as a co-partnership, and that therefore the incidents of a co-partnership, especially the rights of dissolution upon death of one of the

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ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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partners, attached to their jointly owned realty interests, as well as to their tavern business.

B. That the Complainant misrepresented to the draftsmen of said deeds the true marital and business status of the Complainant and the deceased; that the insertion of the phrases, "tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple" in each of said deeds was a direct result of the misrepresentation of the true facts by the Complainant; that to allow the Complainant to profit by said misrepresentation is to deny effect to the deceased's industry, thrift and economy in an attempt to accumulate a legacy for her children, and would result in a distortion of the true intention of the Complainant and the deceased in connection with said property.

3. That for answer to paragraph "Eighth" of said Bill of Complaint, the Respondents deny that their claim constitutes a cloud upon the Complainant's title, but agree that the instant controversy is a proper subject coming within the spirit and intention of the Uniform Declaratory Judgment Act.

4. Further answering said Bill of Complaint, the Respondents aver that the instant cause is not one in which the Complainant has been deceived as to his relationship with the deceased during her life time; that in illicitly cohabiting with the deceased and enjoying the immunities of property improperly attributed to him and the deceased (as with benefit of clergy) he should not now be permitted to perpetuate and extend the fruits of an action considered contrary to public policy.

WHEREFORE, having answered said Bill of Complaint, your

Respondents pray that the same be dismissed with their proper costs.

ROUSE AND MORTON

BY John G. Rouse Jr.

John G. Rouse, Jr.
18 West Street
Annapolis, Maryland
Colonial 3-6670

Solicitors for Respondents

ERNEST F. STREIF	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
RAYMOND ANTCZAK, et al.	*	No. 12,194 - Equity

* * *

OPINION

Ernest Streif has filed a bill of complaint for a declaratory decree alleging that certain real estate was conveyed to him and Agnes Streif, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple; that Agnes Streif, who has since died, was not his wife; and that the defendants, the heirs of said Agnes Streif and their spouses, now claim an interest in said property by inheritance. The bill prays for a decree construing the deeds and declaring that the plaintiff now owns the entire estate in the property as surviving joint tenant.

The defendants, in their answer, admit the material allegations of the bill but assert an affirmative defense. They claim that the real estate in question belonged to a partnership composed of Ernest Streif and Agnes Antczak, known as Agnes Streif, and that, therefore, they held the same as tenants in partnership.

For convenience, Ernest Streif and Agnes Antczak will

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hereafter be referred to as Ernest and Agnes.

The issue presented is whether a partnership existed between Ernest and Agnes so that their respective interest in the real estate passed upon the death of either to the deceased's heirs at law.

The uncontradicted evidence discloses that Ernest Streif was married to Viola Streif in Buffalo, New York, in 1924. In 1937 Viola, who bore Ernest four children, was committed to a mental institution in New York State where she is still hospitalized. Sometime around 1938 Ernest met Agnes Antczak who was divorced and the mother of four children. In 1940 Agnes and Ernest loaded their children into an automobile and moved to Maryland. From 1940 until the time of Agnes' death, they lived together, worked together and held themselves out to the community as husband and wife.

For several years prior to 1946 Ernest and Agnes operated an establishment at the intersection of the Defense Highway and Davidsonville Road in the Second Election District of Anne Arundel County known as Streif's Store and Tavern. This business was sold to one William E. Staples. The agreements and bills of sale for both the purchase and sale of the business were executed by Ernest individually. However, the deed to Staples was executed by Ernest and Agnes as husband and wife since it was conveyed to them as tenants by the entireties.

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In 1946 Ernest and Agnes opened an establishment at Crownsville, Maryland, known as Ernie's Tavern. The property on which this business is located was acquired by the four following deeds:

(1) Dated 22 October 1946 from Frederick J. Pfingsten and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 263.

(2) Dated 12 June 1951 from Arthur Ann Stewart and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 627, folio 435.

(3) Dated 11 November 1953 from Theodore B. Segner and wife and Otis R. Hitt and wife and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 798, folio 361.

(4) Dated 10 December 1954 from Otis R. Hitt and wife and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 886, folio 500.

In each of these deeds the property is conveyed to Ernest and Agnes, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple. When a man and woman are not married and property is conveyed to them as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, a joint tenancy is created. It is not essential that the words

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joint tenancy be used; if the language used accurately describes a joint tenancy there will be a compliance with the statute. The chief incident of a joint tenancy is survivorship and the conveyances in the present case are to the grantees or the survivor of them. Michael v. Lucas, 152 Md. 512.

The plaintiff denies the assertion that he and Agnes were co-partners in any business venture. The burden of proof to establish the existence of a partnership is upon the person asserting it, in this case the defendants. If a partnership is established, it must be shown that the real estate involved was a partnership asset. Beard v. Beard, 185 Md. 178.

A partnership is formed and exists only when it is the intention of the parties that they should be partners. This intent is proved by their express agreement, the conduct of the parties to each other or by the circumstances generally surrounding the transaction. Collier v. Collier, 182 Md. 82; Cohen v. Orlove, 190 Md. 237; Smith v. Smith, 189 Md. 1.

The defendants have presented no evidence as to the terms of any agreement, either written or oral, between Ernest and Agnes. Therefore, if there was a partnership, it must be determined from the evidence as to the circumstances surrounding the relationship between the parties.

The real property at Gambrills and the real property at Crownsville were held by Ernest and Agnes as joint tenants as

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determined above, and this by itself does not prove the existence of a partnership. Art. 73A, § 7(2), Annotated Code of Maryland 1957, provides as follows: "Joint tenancy, tenancy in common, tenancy by the entireties, joint property, common property, or part ownership does not of itself establish a partnership, whether such co-owners do or do not share any profits made by the use of the property."

It is uncontradicted that Agnes worked long hours in the store at Gambrills and also the tavern at Crownsville. She apparently worked as long and diligently as Ernest. She waited on customers, worked in the kitchen and did whatever needed to be done. When Ernest was sick or absent she operated the tavern. From these facts alone the Court sees no intent or understanding to form a partnership. This couple had lived together for a period of almost twenty years as husband and wife and made a much greater success of their marriage than many who have the "benefit of clergy". Agnes did many things that only a wife would do. For her services she received no salary. However, like any wife she had her fingers in the till. If she wanted money, she took it and left a receipt in the cash register. On the days the store was closed they went shopping together. During the winter in the years between '50 and '56 the couple made a number of trips to Florida. All of these expenses were paid by Ernest. In the operation of the business Agnes was treated as a wife and not an employee or a partner. In Collier v. Collier, 182 Md. 82, at 88, the Court had this to say:

"The services of the wife to which the husband is entitled include those rendered by the wife in performance of her household and domestic duties, as well as those rendered by her while assisting the husband in his business." 30 C. J. Husband and Wife, § 36, page 521. With this statement of the law it would require evidence of a satisfactory and unequivocal nature, in addition to a wife's services to warrant a Court holding that she is a partner with the husband in the business conducted. Agnes did not receive a salary and there is no evidence of any accounting of profits between Ernest and Agnes. There was no partnership income tax return filed. For the years the tavern was in operation, Ernest filed returns showing himself individually as the owner and operator of the business and claimed Agnes as a dependent.

Originally all licenses for the tavern were issued in the name of Ernest. Later the alcoholic beverage license was transferred to Ernest and Agnes, and finally to Agnes alone. The application for this license, in both names, classified the business as a partnership. However, an examination of the application discloses this is the only manner in which any two persons jointly applying for an alcoholic beverage license can be co-licensees. While all other licenses remained in Ernest's name, there is no evidence to explain why the alcoholic beverage license was put in joint names and finally in Agnes' name alone. This application in itself would not establish a partnership and the Attorney General has so ruled. 32 O. A. G. 58. If this were true the partnership

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was dissolved when the license was transferred to Agnes alone, and the real estate would belong to the plaintiff by survivorship under the joint tenancy created in the deeds.

When the tavern business and real estate were sold, Agnes was made a party to the transaction. At the time of the sale she was represented to be the wife of Ernest and joint owner of the real estate and holder of the alcoholic beverage license. It was not only logical but necessary that she be made a party to the contract. This was not such evidence as required for this Court to decree a partnership existed.

There were a number of bank accounts introduced into evidence. Some of these accounts were joint and some were individual accounts of Ernest and Agnes. Apparently there was not a partnership account as such, since none was introduced into evidence. A joint checking account was used in the operation of the business. Most of the checks drawn in payment of business bills were executed by Ernest. For a short period during which Ernest was ill, checks on this account in payment of business bills were executed by Agnes. The joint checking account by its terms was payable to the survivor. Each of the parties had several individual accounts. However, there is no evidence where the funds in these accounts came from or what they were used for.

Mrs. Wanda Frys, the sister of Agnes, testified on several occasions she heard Agnes tell Ernest to "sell out, take

half, give her half and go". Ernest testified that Agnes did not make this statement. However, whether this statement was made or not is unimportant. As joint owner she was legally entitled to one-half of the proceeds from the sale of the real estate. The other witnesses testified that Agnes always said that the property would go to the survivor.

There were several contracts filed as exhibits which represented the purchase of items of equipment used in the operation of the tavern. All of these contracts were in the name of Ernest individually.

In the case of Anderson v. Anderson, 215 Md, 483, the Court of Appeals affirmed this Court. This case originated as a mortgage foreclosure of certain real estate acquired by Anderson and wife as tenants by the entireties. The income from the business conducted on the premises was shared equally. The wife contended that she and her husband were partners and that she had contributed all of the capital to the business and, therefore, was entitled to the surplus proceeds of the mortgage sale as a return of capital contributions under § 18(a) of the Uniform Partnership Act, Art. 73A, Code 1957. Judge Michaelson held that there was no partnership as to the property. The wife appealed. The Court of Appeals regarded the acquisition of the property as the controlling fact. The transaction amounted to an absolute gift to the husband by the wife, who contributed the purchase money.

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There is nothing in the provisions of the partnership act that prevents partners from agreeing to the title of any specific assets, and partners may agree to a different distribution upon dissolution than that which is provided for in Section 18 of the Act. Starting with the presumption of a gift, there was nothing to negative that presumption or to show an intention to change the legal title from a tenants by the entirety to some other form of tenancy. In the present case, the property was acquired as tenants by the entireties which amounted to a joint tenancy and was presumably a gift to Agnes by Ernest who, according to the uncontradicted testimony, contributed all of the capital. There is no evidence to show an intent to change the legal title from a joint tenancy to another form of ownership.

For the reasons stated above the Court, upon presentation by counsel, will sign a decree declaring that the deeds mentioned in paragraphs 1, 2 and 3 of the bill of complaint conveyed the property therein described to Ernest Streif and Agnes Antczak, known as Agnes Streif, as joint tenants with the right of survivorship.

Matthew S. Crowe
Judge

ERNEST F. STREIF	:	NO. 12,194 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND ANTCZAK, et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

DECREE

THIS CAUSE, coming on for hearing and being submitted, testimony was taken in open Court, counsel were heard and the proceedings read and considered.

IT IS, THEREFORE, this 5th day of June, 1958, by the Circuit Court for Anne Arundel County, sitting in equity, adjudged, ordered, decreed and declared:

1. That the several properties described in the hereinafter-mentioned deeds and referred to in the bill of complaint, are hereby declared to have been conveyed to and acquired by the plaintiff, Ernest F. Streif, and Agnes Antczak (incorrectly designated in said deeds as Agnes Streif, wife of the said Ernest Streif) as joint tenants with rights of survivorship and not as tenants by the entireties, tenants in common or tenants in partnership:

A. Deed from Frederick J. Pfingston dated October 22, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385, folio 263.

B. Deed from Arthur Anne Stewart dated June 12, 1951, and recorded among said land records in Liber J.H.H. No. 627, folio 435.

C. Deed from Theodore B. Segner, et al., dated November 11, 1953, and recorded among said land records in Liber J.H.H. No. 798, folio 361.

BERT J. GOODMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

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D. Deed from Otis R. Hitt and wife dated October 10, 1954, and recorded among said land records in Liber J.H.H. No. 886, folio 500.

2. That upon the death of the said Agnes Antczak, full and complete title to said properties became vested in the plaintiff, Ernest F. Streif, as surviving joint tenant, free and clear of any claim or title by the defendants, Raymond Antczak, Patricia Clark and Agnes Moreland, and their respective spouses, as heirs, next of kin or distributees of the said Agnes Antczak, deceased.

3. That the defendants pay the costs of these proceedings.

Judge

BERT J. GOODMAN
ATTORNEY AT LAW
...POLIS, MARYLAND

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In the Matter of the Mortgaged	:	No. 17,234	Equity
Real Estate of Jake B. Aultman	:	In the Circuit Court	
and Sadie R. Aultman, his wife	:	for	
	:	Anne Arundel County	
	:		

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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LIBER 164 PAGE 119

No. 17,234-Equity

BOOK 1556 PAGE 306

Purchase Money

THIS MORTGAGE, Made this 6th day of ~~March~~ April, in the year one thousand, nine hundred and sixty -two, between JAKE B. AULTMAN and SADIE R. AULTMAN, his wife, of Anne Arundel County

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

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

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

By the payment of SIXTY-TWO DOLLARS ----------($62.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

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

BEING all that lot or parcel of ground containing .509 acres, more or less, more particularly described by metes and bounds in a Deed to the within-named Mortgagors by Minnie Louise Parks, Widow, et al, of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Jake B. Aultman [SEAL]
Jake B. Aultman

Sadie R. Aultman [SEAL]
Sadie R. Aultman

[SEAL]

[SEAL]

Annie M. Rogers
Annie M. Rogers, as to both

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6 day of April, 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Jake B. Aultman and Sadie R. Aultman, his wife

the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Annie M. Rogers
Annie M. Rogers, NOTARY PUBLIC

My commission expires May 6th - 1963, 196 .

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of April 1962, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Wilmer M. Johnson, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

1100

Dorothy P. McNew, Notary Public

Rec'd for record April 13 1962 at 3:47 P.M.
Mailed to Townshend & Kirk

MORTGAGE (2)

FROM

JAKE B. AULTMAN and

SADIE R. AULTMAN, his wife

TO

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Cost of Record, $ 1100.

TOWNSHEND AND KIRK
TOWNS-WORTH BUILDING
SOUTH STREET
ANNAPOLIS, MARYLAND

LIBER 164 PAGE 123

In the Matter of the Mortgaged	:	No. 17234	Equity
Real Estate of Jake B. Aultman	:	In the Circuit Court	
and Sadie R. Aultman, his wife	:	for	
	:	Anne Arundel County	
	:		

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Jake B. Aultman and Sadie R. Aultman, his wife, to Loyola Federal Savings and Loan Association, dated April 6, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 306.		$7,250.00
Less total amount paid on account of principal.	$801.00	
Expense Account - Overdrawn	93.01	707.99
		$6,542.01
Interest to May 31, 1965		193.47
Amount of mortgage indebtedness		$6,735.48

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of May 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

FILED

1965 MAY 28 PM 1:57

LIBER 164 PAGE 124

No. 17234 Eq. D

AFFIDAVIT OF NON-MILITARY SERVICE

In the Matter of the Mortgaged Real Estate of Jake B. Aultman and Sadie R. Aultman, his wife

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

I hereby certify that, on this 22nd 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, 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.)

Jake B. Aultman and Sadie R. Aultman, his wife,

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 22nd day of May, 19 65.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, Notary Public.

My Commission will expire on:

July 1st, 1965

Filed,

FILED

1965 MAY 28 PM 1:57

No. 17,234 Equity

LIBER 164 PAGE 125

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

ATTORNEY'S SALE

OF

VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Jake B. Aultman and Sadie R. Aultman, his wife, dated April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 306, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUESDAY, JUNE 15th, 1965

at 11:00 o'clock A.M.

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

BEGINNING for the same at an iron pipe planted on the East side of the State Road leading from Galesville to Shadyside in said Seventh Election District and at the Southwest corner of the whole tract of Robert E. Lee and Amy L. Lee, his wife, there, and being also the Northwest corner of the property of Coleman, et al, conveyed by Robert E. Lee and Amy L. Lee, his wife, by their deed dated June 25, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 364, folio 445, etc. and bearing from thence and bounding on the North line of said Coleman property, North 81° 48' East, 150.8 ft. to an iron pipe planted at the Northeast corner of said Coleman property; thence leaving said Coleman property and bearing North 83° 43' East, 51 ft. to an iron pipe planted by a line of wire fence; thence bearing North 15' West, 93.5 ft. to another iron pipe in said line of wire fence; thence leaving said wire fence and bearing North 87° 26' West, 201.3 ft. and thru the land of Robert E. Lee and Amy L. Lee, his wife, to an iron pipe planted on the East side of the said State Road; thence bearing on the East side of said State Road, South 42 min. East, 129 ft. to the beginning. Containing .509 of an acre, more or less.

BEING the same property conveyed unto Jake B. Aultman and Sadie R. Aultman, his wife, by Minnie Louise Parks, Widow, et al, by deed dated April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 304.

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

FILED
1965 MAY 28 PM 1:57

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser

or purchasers at the time and place of sale; balance of purchase price to be paid in full on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette Press: May 20th, 27th and June 3rd and 10th, 1965

Please send twenty-five handbills

#17,234 Equity

The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 13 PAGE 183

LIBER 164 PAGE 127

BOND NO. 53 32 86

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 SEVEN THOUSAND FIVE HUNDRED AND NO/100 - - - - - - - - - - - - - - ($7,500.00- - - -) - DOLLARS - current money to be Paid to the said State of Maryland or its certain attorney; to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED this 8th day of June, 1965.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Jake B. Aultman and Sadie A. Aultman, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 6th day of April, 1962, and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1556, Folio 306, 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. McHew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Donald C. Bloom

THE PENNSYLVANIA INSURANCE COMPANY

James F. Cook
Attorney in fact

Bond approved this 9th day of June, 1965

Louis N. Phipps, Clerk

FILED

1965 JUN -9 AM 9:26

WILLIAM W. TOWNSHEN 'R.
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Jake B. Aultman and Sadie R. Aultman, his wife, dated April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 306, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction on the premises on

TUES., JUNE 15th, 1965 AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at an iron pipe planted on the East side of the State Road leading from Galesville to Shady Side in said Seventh Election District and at the Southwest corner of the whole tract of Robert E. Lee and Amy L. Lee, his wife, there, and being also the Northwest corner of the property of Coleman, et al, conveyed by Robert E. Lee and Amy L. Lee, his wife, by their deed dated June 25, 1946 and recorded among the Land Records of Anne Arundel Count in Liber J.H.H. 364, folio 145, etc. and bearing from thence and bounding on the North line of said Coleman property, North 81 degrees 48' East, 150.8 ft. to an iron pipe planted at the Northeast corner of said Coleman property; thence leaving said Coleman property and bearing North 83 degrees 43' East, 51 ft. to an iron pipe planted by a line of wire fence thence bearing North 15' West 93.5 ft. to another iron pipe in said line of wire fence; thence leaving said wire fence and bearing North 87 degrees 26' West, 201.3 ft. and through the land of Robert E. Lee and Amy L. Lee, his wife, to an iron pipe planted on the East side of the said State Road; thence bearing on the East side of said State Road, South 42 min. East, 129 ft. to the beginning. Containing .509 of an acre, more or less.

BEING the same property conveyed unto Jake B. Aultman and Sadie R. Aultman, his wife, by Minnie Louise Parks, Widow, et al, by deed recorded April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 304.

11 No.

LIBER 164 PAGE 128

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

Attorney's Sale
No. 10,234 Equity
Jake B. Aultman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1965. The first insertion being made the 20th day of May 1965.

FILED
1965 JUN 16 PM 1.25

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

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

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

For further particulars, apply to:

William W. Townshend, Jr.,
Attorney
Towns-Worth Building
South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 164 PAGE 130

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

ATTORNEY'S SALE

OF VALUABLE

Improved Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Jake B. Aultman and Sadie A. Aultman, his wife, dated April 6, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 306, default having occurred thereunder, the undersigned attorney will offer for sale at public auction on the premises on

TUESDAY, JUNE 15th, 1965

AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at an iron pipe planted on the East side of the State Road leading from Galesville to Shadyside in said Seventh Election District and at the Southwest corner of the whole tract of Robert E. Lee and Amy L. Lee, his wife, there, and being also the Northwest corner of the property of Coleman, et al, conveyed by Robert E. Lee and Amy L. Lee, his wife, by their deed dated June 25, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 364, folio 445, etc. and bearing from thence and bounding on the North line of said Coleman property, North 81°48' East, 150.8 ft. to an iron pipe planted at the Northeast corner of said Coleman property; thence leaving said Coleman property and bearing North 83°43' East, 51 ft. to an iron pipe planted by a line of wire fence; thence bearing North 15' West, 93.5 ft. to another iron pipe in said line of wire fence; thence leaving said wire fence and bearing North 87°26' West, 201.3 ft. and thru the land of Robert E. Lee and Amy L. Lee, his wife, to an iron pipe planted on the East side of said State Road; thence bearing on the East side of said State Road, South 42 min. East, 129 ft. to the beginning. Containing .509 of an acre, more or less.

BEING the same property conveyed unto Jake B. Aultman and Sadie R. Aultman, his wife, by Minnie Louise Parks, Widow, et al, by deed dated April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 304.

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

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

For further particulars, apply to:

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

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1965 JUN 21 AM 9:26

LIBER 164 PAGE 131

No. 17,234 Equity

Anne Arundel County, Maryland
June 15th, 1965

I HEREBY CERTIFY, that I have this 15th day of June 1965, sold the property described on the reverse hereof unto J. Edward Smith & M. Cawood Smith at and for the sum of Seven Thousand Five Hundred & 00/100 ($7500.00) being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 15th day of June 1965, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of Seven Thousand Five Hundred ($7,500.00) and I/we hereby agree to comply with the terms of sale.

J. Edward Smith Sr.
J. Edward Smith

M. Cawood Smith
J. Edward Smith, Agent
M. Cawood Smith
by J. Edward Smith Sr.

1965

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1965 JUN 21 AM 9:30

In the Matter of the	: No. 17,234	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Jake B. Aultman and	: for	
Sadie R. Aultman, his wife	: Anne Arundel County	
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 15th day of June 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared J. Edw. Smith and M. Cawood Smith the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they are not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

Carole B. Dodson
Carole B. Dodson

J. Edward Smith (SEAL)
J. Edward Smith
M. Cawood Smith (SEAL)
M. Cawood Smith

WITNESS my hand and Notarial seal.

Virginia S. Wood
Virginia S. Wood, Notary Public

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1965 JUN 21 AM 9:26

In the Matter of the Mortgaged	:	No. 17,234 Equity
Real Estate of Jake B. Aultman	:	In the Circuit Court
and Sadie R. Aultman, his wife	:	for
	:	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 Jake B. Aultman and Sadie R. Aultman, his wife, dated April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 306, said William W. Townshend, Jr., Attorney named in 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, June 15th, 1965, at 11:00 o'clock A.M., and then and there sold the said property to J. Edward Smith and M. Cawood Smith, at and for the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00), being at that figure the highest bidders therefor; said property described as follows:

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

BEGINNING for the same at an iron pipe planted on the East side of the State Road leading From Galesville to Shadyside in said Seventh Election District and at the Southwest corner of the whole tract of Robert E. Lee and Amy L. Lee, his wife, there, and being also the Northwest corner of the property of Coleman, et al, conveyed by Robert E. Lee and Amy L. Lee, his wife, by their deed dated June 25, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 364, folio 445, etc. and bearing from thence and bounding

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1965 JUN 21 AM 9:26

on the North line of said Coleman property, North 81° 48' East, 150.8 ft. to an iron pipe planted at the Northeast corner of said Coleman property; thence leaving said Coleman property and bearing North 83° 43' East, 51 ft. to an iron pipe planted by a line of wire fence; thence bearing North 15' West, 93.5 ft. to another iron pipe in said line of wire fence; thence leaving said wire fence and bearing North 87° 26' West, 201.3 ft. and thru the land of Robert E. Lee and Amy L. Lee, his wife, to an iron pipe planted on the East side of the said State Road; thence bearing on the East side of said State Road, South 42 min. East, 129 ft. to the beginning. Containing .509 of an acre, more or less.

BEING the same property conveyed unto Jake B. Aultman and Sadie R. Aultman, his wife, by Minnie Louise Parks, Widow, et al, by deed dated April 6th, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1556, folio 304.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of sale and has also required the Purchasers Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit 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 15th day of June 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 made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

ORDER NISI

LIBER 164 PAGE 135

In the Matter of the Mortgaged Real Estate of Jake B. Aultman and Sadie R. Aultman, his wife

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,234 Equity

Ordered, this 21st day of June, 19 65, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of August next.

The report states that the amount of sale was $ 7,500.00.

James N Phipps Clerk.

True Copy,
William W. Townshend, Jr., Atty

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

(Final Order)

In the Matter of the Mortgaged Real Estate of Jake B. Aultman and Sadie R. Aultman, his wife

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3RD day of AUG, 19 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

[illegible]
JUDGE.

FILED
1965 AUG -3 AM 10: 29

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 17,234 Equity

In the Matter of the Mortgaged Real Estate of

JAKE B. AULTMAN and SADIE R. AULTMAN, his wife

Ordered, this 21st day of June, 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 2nd 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 2nd day of August next.

The report states that the amount of sale was 7,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 136

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1965

We hereby certify, that the annexed Order Nisi Sale Eq 17,234 Jake B. Aultman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of August, 1965. The first insertion being made the 1st day of July, 1965

FILED
1965 JUL 26 PM 1:45

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilghman

18 No. M.G. 9-4-65

LIBER 164 PAGE 137

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JAKE B. AULTMAN and SADIE R. AULTMAN, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,234 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.

August 9, 1965

John H. Hopkins, IV, Auditor.

1965 AUG -9 PM 2:45
FILED

FINAL ORDER

ORDERED BY THE COURT, this 25th 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. Tolleval, deputy

FILED
1965 AUG 25 PM 1:31

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JAKE B. AULTMAN and SADIE R. AULTMAN, his wife,

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

					Cr.	
1965, June 15,						
Proceeds of Sale	7,500	00				
Interest on deferred payment of $6,750.00 from 6/15/65 to 8/5/65 @ 6%	58	22	7,558	22		
Refund 1965 taxes - 6/15/65 to 6/30/65	4	91	4	91		
					7,563	13
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	256	74	356	74		
To Attorney 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 Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	105	00				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - Handbills	19	06				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Insurance Co. - bond premium	30	00				
One-half cost documentary stamps	12	38				
Dorothy P. McNew - notary fees	1	50	227	94		
To Loyola Federal Savings and Loan Assn. Mortgage claim in full as filed	6,735	48				
Interest on principal balance of $6,542.01 from 5/31/65 to 8/25/65 - 86 days @ 6%	92	63	6,828	11		
To Jake B. Aultman & Sadie R. Aultman, this balance	74	09	74	09		
					7,563	13

LIBER 164 PAGE 139

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	
LESTY HARDWOOD LUMBER CORPORATION,	:	FOR
a body corporate of the State of	:	ANNE ARUNDEL COUNTY
Maryland	:	NO. 15,821 EQUITY

. . . . . .

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

Michael Demyan
Assignee for the purpose of
Foreclosure
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6 - 6340

FILED

1963 AUG 26 PM 3:27

LIBER 164 PAGE 140

BOOK 1380 PAGE 29

No. 15,821 Equity

This Mortgage. Made this 18th day of MARCH, A. D. 1966, by and between Lesty Hardwood Lumber Corporation, a body corporate of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

WHEREAS, the said Mortgagor stand bona fide indebted unto the said Mortgagee in the full and just sum of Ten Thousand Dollars ($ 10,000.00) **Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagor , ~~which said sum, having been used as part of the purchase price for the property hereinafter described,~~ the said Mortgagor herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of** Six **percent (** 6% **) per annum, in the following manner and time:**

THE SUM OF One Hundred and Eleven --- --- ------- ($ 111.00) **Dollars to be paid on the** First **day of** April 19 60 **, and a like or similar sum on the** First **day of each and every consecutive month thereafter to and including the** First **day of** March , 19 65 **, and the balance of the principal and interest remaining unpaid shall become due and payable on the** First **day of** March 19 65 **; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.**

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Fourth Election District of Anne Arundel County, State of Maryland, and described as follows, viz:—

BEGINNING for the same at the point where the Northwest side of a 30 foot count road is intersected by the South 60° 56' East 449.1 foot line of the whole tract, of which the land herein described is a part; and running thence, with the Northwest side of the said road, South 42° 40' West 154.33 feet to an iron pipe; thence leaving the said road and running parallel to the aforesaid South 60° 56' East 449.1 foot line, North 60° 56' West 200.00 feet to an iron pipe; thence running North 29° 04' East 50.00 feet to an iron pipe; thence running North 60° 56' West 17..67 feet to the Eastmost right-of-way line of the Philadelphia, Baltimore and Washington Railroad;

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1963 AUG 26 PM 3:27

MAR 30 1966

22 00

2

thence running with the said right-of-way line, North 13° 49' East 103.65 feet to an iron pipe heretofore set; thence leaving the said right-of-way line and running with the outline of the whole tract, South 60° 56' East 433.68 feet to the place of beginning. Containing 1.176 acres of land, more or less.

BEING a part of the property which the said Mortgagor acquired from Frankie D. Wilson, et al, by Deed dated August 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, folio 393.

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

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

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

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

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

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least Ten Thousand ---------- ----------Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

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

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

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No.66 of the Code of the Public General Laws of Maryland.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore legal tender be made of said principal, interest, costs, expenses and commission.

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

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

WITNESS:

Amelia H. Tubman
AMELIA H. TUBMAN

Amelia H. Tubman
AMELIA H. TUBMAN

LESTY HARDWOOD LUMBER CORPORATION
body corporate

By Frederick S. Styan
Frederick S. Styan, President (Seal)

Augusta Styan
Augusta Styan, Secretary (Seal)

Augusta Styan (Seal)

(Seal)

4

5

BOOK 1380 PAGE 32 LIBER 164 PAGE 143

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of MARCH 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick S. Styan, President of Lesty Hardwood Lumber Corporation, a body corporate the above named Mortgagors, and he acknowledged the foregoing Mortgage to be his act., for and in behalf of the said body corporate, and that he is duly authorized to act and execute the same.

AT the same time also personally appeared Fred. W. Kuethe, 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.

Amelia H. Tubman

Notary Public

Rec'd for record March 29, 1960 at 2:54 P.M.

Mailed to John Demyan, Jr.

1963 OCT 24 AM 11:01

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

NO. 1380 FOLIO 32

LESTY HARDWOOD LUMBER CORPORATION, a body corporate

To

THE BANK OF GLEN BURNIE

Block No.

Received for Record 1960 at 2:54 o'clock M. Same day recorded in Liber No. Folio &c. one of the Land Records of and examined per Clerk

Cost of Record, $ 1.00

LAW OFFICES
JOHN DEMYAN, JR.
GLEN BURNIE
MARYLAND

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY

1963 OCT 24 AM 11:01

NO. 1380 FOLIO 32

LESTY HARDWOOD LUMBER CORPORATION, a body corporate

Test: Vivian D. Schaumloeffel

By Walton D. Wilson, President

Test Earl G. Walter, Ass't. Vice President

By G. E. Mergenthaler, Vice President

Glen Burnie, Maryland - August 14, 1963

Frankie Wilson & Sons, Inc. does hereby assign the within Mortgage unto Michael Demyan, Esquire, for the purposes of foreclosure.

FRANKIE WILSON & SONS, INC.

THE BANK OF GLEN BURNIE

ASSIGNMENT

For value received, the within mortgage is hereby assigned unto Frankie Wilson & Sons, Inc.

As witness our hands and seals this 9th day of August, 1963, A.D.

LIBER 164 PAGE 144

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	
LESTY HARDWOOD LUMBER CORPORATION,	:	FOR
a body corporate of the State of	:	ANNE ARUNDEL COUNTY
Maryland	:	NO. 15821 EQUITY

STATEMENT OF CLAIM

Principal Balance		$ 7,380.25
Interest for July 1963	$36.90	
Interest for August 1963	36.90	73.80
Total amount due under Mortgage		$7,454.05

FRANKIE WILSON AND SONS, INC., a body corporate of the State of Maryland

BY Walton D. Wilson
Walton D. Wilson, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 26th day of August, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Walton D. Wilson, the President of Frankie Wilson and Sons, Inc., a body corporate of the State of Maryland, and he made oath in due form of law that the aforegoing Statment of Claim or Account is true and correct as shown.

WITNESS my hand and Notarial Seal.

Betty K. Harris
BETTY K. HARRIS, Notary Public

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1963 AUG 26 PM 3:27

6

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
LESTY HARDWOOD LUMBER CORPORATION,
a body corporate of the State of
Maryland

LIBER 164 PAGE 145

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 15,821 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Michael Demyan and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) knowledge, information 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,

Michael Demyan
Affiant

Subscribed and sworn to before me this 24th day of August 1963.

Betty K. Harris
Notary Public BETTY K. HARRIS

FILED
1963 AUG 26 PM 3:27

7

No. 15,821 Equity

ROYAL INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 164 PAGE 146 BOOK 12 PAGE 155

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

Bond No. 400066

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Dollars, ($8,000.00), current money, to be paid to the State of Maryland, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of August, 1963.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Assignee of a mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, from Lesty Hardwood Lumber Corporation to Frankie Wilson and Sons, Inc., (the Mortgagor being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded Michael Demyan, does and shall well and faithfully perform the trust reposed in him as Assignee to Foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

J. Gordon Fitzhugh

Michael Demyan (SEAL)
MICHAEL DEMYAN

ROYAL INDEMNITY COMPANY

BY: J. William Kuehn Jr.
ATTORNEY-IN-FACT

The above bond is this 26th day of August, 1963 at 3:16 o'clock P. M. approved.

Louis N. Phipps Clerk

FILED

4

MICHAEL DEMYAN
Attorney
16 Crain Highway, S.W.
Glen Burnie, Maryland

Assignee's Mortgage Sale

Of

Valuable Fee Simple Industrial Property

COMPRISING 1.176 acres of land, more or less, upon which there is erected a Moore wood drying kiln, situate at the end of Old Telegraph Road, on the east side of the Pennsylvania Railroad track, at Odenton, Fourth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from Lesty Hardwood Lumber Corporation, a body corporate of the State of Maryland, dated March 18, 1960, to the Bank of Glen Burnie, a body corporate, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1380, folio 29, said mortgage having been assigned to Frankie Wilson and Sons, Inc., a body corporate, for value; the said Frankie Wilson and Sons, Inc., having assigned the said Mortgage unto Michael Demyan for the purpose of foreclosure, the undersigned as Assignee of said mortgage (default having occurred thereunder) will sell at public auction on the premises on

Fri., Sept. 20, 1963
at 2:30 O'clock P.M.

the following described property:

BEGINNING for the same at the point where the Northwest side of a 30 foot county road is intersected by the South 60 degrees 56' East 449.1 foot line of the whole tract, of which the land herein described is a part; and running thence, with the Northwest side of the said road, South 42 degrees 40' West 154.33 feet to an iron pipe; thence leaving the said road and running parallel to the aforesaid South 60 degrees 56' East 449.1 foot line, North 60 degrees 56' West 200.00 feet to an iron pipe; thence running North 29 degrees 01' East 50.00 feet to an iron pipe; thence running North 60 degrees 56' West 172.67 feet to the Eastmost right-of-way line of the Philadelphia, Baltimore and Washington Railroad; thence running with the said right-of-way line, North 13 degrees 49' East 103.65 feet to an iron pipe heretofore set; thence leaving the said right-of-way-line and running with the outline of the whole tract, South 60 degrees 56' East 433.68 feet to the place of beginning. Containing 1.176 acres of land, more or less.

BEING a part of the property which was conveyed to Lesty Hardwood Lumber Corporation, a body corporate of the State of Maryland, by Frankie Wilson and Sons, Inc., a body corporate of the State of Maryland, by deed dated August 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, folio 393.

9 No.

OFFICE

Maryland Gazette

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

LIBER 164 PAGE 147

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1963

We hereby certify, that the annexed Assignee's Mortgage Sale 1.176 Acres of Land Lesty Hardwood Lumber Corp (2:30 O'Clock)

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 September, 1963. The first insertion being made the 29th day of August, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
SEP 23 AM 10:11

By H. Tilghman

TERMS OF SALE: A cash deposit of $700.00 or certified check will be required of the purchaser at the time and place of sale; the balance in cash upon ratification of the sale by the Circuit Court for Anne Arundel County; the unpaid purchase money to bear interest from the date of sale to County; the unpaid purchase money to bear interest from the date of sale to the date of settlement. Taxes and other public charges, if any, to be adjusted to the date of sale.

MICHAEL DEMYAN
Assignee

ROBERT H. CAMPBELL
Auctioneer

S-19

LIBER 164 PAGE 149

IN THE CIRCUIT COURT

IN THE MATTER OF : FOR
THE MORTGAGED REAL ESTATE OF
LESTY HARDWOOD LUMBER CORPORATION, : ANNE ARUNDEL COUNTY
a body corporate of the State of
Maryland : NO. 15,821 EQUITY

. . . . . .

AGREEMENT AND AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of September, 1963, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elmer F. Gall, who first being duly sworn, made oath in due form of law as follows:

1. That he has purchased the property sold at public auction in the above entitled case at and for the sum of $22,000.00; a deposit of $700.00 made at the time and place of sale; and agreed to comply with the terms of sale as set forth in the advertisement of sale; said sale was fairly made.

2. That he was not acting for anyone as agent and had made the purchase for his own use and benefit.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

WITNESS:

Betty K. Harris
Notary Public BETTY K. HARRIS

Elmer F. Gall
Purchaser

FILED
1963 SEP 24 PM 1:13

10

LIBER 164 PAGE 150

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LESTY HARDWOOD LUMBER CORPORATION, a body corporate of the State of Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 15,821 EQUITY

. . . . . .

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Michael Demyan, Assignee for the purpose of foreclosure of a mortgage dated March 18, 1960, from Lesty Hardwood Lumber Corporation, a body corporate of the State of Maryland, and filed in this proceeding, said cause pending, respectfully shows:

1. That after giving a Bond with surety for the faithful discharge of his trust, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks, preceding the day of sale, the said Michael Demyan, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) and pursuant to said notice on the 20th day of September, 1963, at 2:30 o'clock, P. M., Daylight Savings Time, on the premises, then and there sold the property described in said mortgage, which property is more particularly described as follows:

BEGINNING for the same at the point where the Northwest side of a 30 foot county road is intersected by the South 60° 56' East 449.1 foot line of the whole tract, of which the land herein described is a part; and running thence, with the Northwest side of the said road, South 42° 40' West 154.33 feet to an iron pipe; thence leaving the said road and running parallel to the aforesaid South 60° 56' East 449.1 foot line, North 60° 56' West 200.00 feet to an iron pipe; thence running North 29° 04' East 50.00 feet to an iron pipe; thence running North 60° 56' West 172.67 feet to the Eastmost right-of-way line of the Philadelphia, Baltimore and Washington Railroad; thence running with the said right-of-way line, North 13° 49' East 103.65 feet to an iron pipe heretofore set; thence leaving the said right-of-way line and running with the outline of the whole tract, South 60° 56' East 433.68 feet to the place of beginning. Containing 1.176 acres of land, more or less.

BEING a part of the property which was conveyed to Lesty Hardwood Lumber Corporation, a body corporate of the State of Maryland, by Frankie Wilson and Sons, Inc., a body corporate of the State of Maryland, by deed dated August 1, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1056, folio 393.

TERMS OF SALE: Seven Hundred Dollars ($700.00) cash deposit or certified check required at time of sale and balance cash upon ratification by the Circuit Court for Anne Arundel County, with interest at 6% from day of sale; taxes and all other expenses to be adjusted to date of sale.

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//

The said property was sold, as aforesaid, to Glenn F. Gall at and for the sum of Twenty Two Thousand Dollars, the said purchaser being then and there the highest bidder.

Michael Demyan

Michael Demyan, Assignee
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6 - 6340

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of September, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Michael Demyan and made oath in due form of law that the matters and facts above recited are true and that the said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Betty K. Harris

Notary Public BETTY K. HARRIS

12

ORDER NISI

LIBER 164 PAGE 152

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LESTY HARDWOOD LUMBER CORPORATION, a body corporate of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 15,821 Equity

Ordered, this 24th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of November next.

The report states that the amount of sale was $22,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Michael Demyan, Atty. Maryland Gazette (for Oct. 3 edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LESTY HARDWOOD LUMBER CORPORATION, a body corporate of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 1963 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

O. Bruce Duckett

JUDGE.

FILED

1963 NOV -5 AM 10:40

13

22056 B

ROYAL INDEMNITY COMPANY

Case No. 15,82

A New York Corporation New York, N. Y.

LIBER 164 PAGE 153

BOOK 12 PAGE 181

EXECUTIVE OFFICE: 150 WILLIAM STREET NEW YORK 38, NEW YORK

A STOCK COMPANY

No. 15,821 Equity

Bond No. 400070

Additional to Bond No. 400066

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and THE ROYAL INDEMNITY COMPANY, a Corporation duly established under the laws of the State of New York, and licensed to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Dollars, ($14,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day August, 1963.

WHEREAS, under and by virtue of the power and authority vested in the siad Michael Demyan, as Assignee of a mortgage for the purpose of foreclosure of a certain Mortgage recorded among the Mortgage Records of Anne Arundel County, from Lesty Hardwood Lumber Corporation to Frankie Wilson and Sons, Inc., (the Mortgagor being in default), is about to sell the real estate mentioned and described in said Mortgage under proceedings now instituted in the Circuit Court for Anne Arundel County, Maryland in Equity.

NOW THEREFORE, the condition of the above obligation is such, that if the above bonded Michael Demyan, does and shall well and faithfully perform the trust reposed in him as Assignee to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Betty K. Harris

Michael Demyan (SEAL)
MICHAEL DEMYAN

The above additional bond is this 26 day of September at 2:30 o'clock P.M. approved.

Louis N. Phipps Clerk

ROYAL INDEMNITY COMPANY

BY: William Luetkemeyer
ATTORNEY-IN-FACT

FILED

SEP 26 PM 2 23

14

LIBER 164 PAGE 154

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1963

We hereby certify, that the annexed

Order Nisi - Sale - Equity 15821

Lesty Hardwood Lumber Corporation

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of November, 1963. The first insertion being made the 3rd day of October, 1963.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

FILED

1963 OCT 25 PM 4:16

15 No. M. G. 5486

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 15,821 EQUITY

In the Matter of the Mortgaged Real Estate of LESTY HARDWOOD LUMBER CORPORATION, a body corporate of the State of Maryland

Ordered, this 24th day of September, 1963, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of November next.

The report states that the amount of sale was $22,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-24

LIBER 164 PAGE 155

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

LESTY HARDWOOD LUMBER CORPORATION, a body corporate

of the State of Maryland

VS.

In the

Circuit Court

For

Anne Arundel County

No. 15,821 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.

January 7, 1964

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 10th day of September, 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. Tolliver, deputy

FILED

1965 SEP 10 PM 4:22

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LESTY HARDWOOD LUMBER CORPORATION, a body corporate of the State of Maryland

In Acct. with MICHAEL DEMYAN, Assignee of Mortgage

						Cr.
1963						
Sept.	20	Proceeds of Sale	22,000	00		
		Interest on deferred payment of $21,300.00				
		from 9/20/63 to 11/26/63	234	30	22,234	30
		Refund 1963 County & State Taxes, adjusted				
		9/20/63 to 12/31/63	40	85	40	85
					22,275	15
		To Assignee for fee, viz:	50	00		
		To Assignee for commissions, viz:	697	03	747	03
		To Assignee for Court Costs, viz:				
		Plaintiffs solicitors appearance fee	10	00		
		Clerk of Court - Court costs	34	00		
		Auditor - stating this account	30	00	74	00
		To Assignee for expenses, viz:				
		Capital Gazette Press - advertising sale	106	76		
		Capital Gazette Press - Order nisi, sale	15	00		
		The Morning Sun - advertising sale	20	90		
		The Evening Sun - advertising sale	20	90		
		Robert H. Campbell - auctioneer's fee	220	00		
		Royal Indemnity Co. - bond premium	88	00		
		One-half cost documentary stamps	36	30		
		Betty K. Harris - notary fees	2	00	509	86

	To Frankie Wilson and Sons, Inc.				
	Mortgage claim as filed in full	7,454	05		
	Interest on principal balance of $7,380.25				
	from 9/1/63 to 12/26/63 0 116 days @ 6%	140	81	7,594	86
	To The Citizens National Bank of Laurel,				
	second mortgagee, this balance on account				
	of claim filed	13,349	40	13,349	40
				22,275	15

LIBER 164 PAGE 158

IN THE MATTER OF THE	:	NO. 17249 EQUITY
MORTGAGE REAL ESTATE OF	:	IN THE CIRCUIT COURT
JACK LARRIMORE AND	:	FOR
LILLIAN LARRIMORE, HIS WIFE	:	ANNE ARUNDEL COUNTY

Dear Mr. Clerk:

Please docket this case, file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Benjamin Michaelson, Jr.

JAMIN MICHAELSON, JR.
ATTORNEY AT LAW
152 MAIN STREET
NNAPOLIS, MARYLAND

FILED
1965 JUN -8 AM 11: 10

LIBER 164 PAGE 159 No. 17,249 Equity

Form No. 1—County Fee

BOOK 1613 PAGE 535

PURCHASE MONEY

This Mortgage, made this 19TH day of NOVEMBER, in the year one thousand nine hundred and SIXTY-TWO, between JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE, of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagor (s), and Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE, the sum of EIGHT THOUSAND SIX HUNDRED AND No/100 ($8,600.00) ------- dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of SIXTY-ONE AND 62/100 ($61/62) ---- dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid in whole or in part at any time, except that the association may charge ninety days' interest on that part of a prepayment in any one year which exceeds 20% of the original amount of the loan.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE, do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all THAT lot, piece, or parcel of ground situate, lying and being in the SIXTH election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THAT LOT OF GROUND SITUATE IN ANNE ARUNDEL COUNTY. BEGINNING ON THE NORTHWEST SIDE OF MARKET STREET, THENCE BINDING ON THE DIVIDING LINE BETWEEN 109 AND 111 MARKET STREET, NORTH 41 DEGREES 52 MINUTES 20 SECONDS WEST 51.16 FEET, NORTH 41 DEGREES 24 MINUTES 10 SECONDS WEST 8.88 FEET, SOUTH 48 DEGREES 35 MINUTES 50 SECONDS WEST .07 FEET, NORTH 41 DEGREES 52 MINUTES 20 SECONDS WEST 3.38 FEET, TO A POINT ON THE DIVISION LINE BETWEEN 109 AND 111 MARKET STREET, THENCE NORTH 48 DEGREES 34 MINUTES 15 SECONDS EAST 18 FEET, THENCE SOUTH 41 DEGREES 52 MINUTES 20 SECONDS EAST 63.42 FEET TO A POINT ON THE NORTH WEST SIDE OF MARKET STREET, THENCE SOUTH 48 DEGREES 34 MINUTES 50 SECONDS WEST 18 FEET TO THE PLACE OF BEGINNING. BEING 111 MARKET STREET.

BEING THE SAME PROPERTY WHICH WAS CONVEYED TO THE WITHIN NAMED MORTGAGORS, JACK LARRIMORE AND LILLIAM LARRIMORE, HIS WIFE, BY DEED FROM WILLIAM MORRIS SHANNON AND GLENAYRE K. SHANNON, HIS WIFE, BEARING EVEN DATE HEREWITH AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO.

89496

1965 JUN -8 PM 2:07

The mortgagor agrees to pay a late charge not to exceed 4% of any installment which is not paid within 15 days of the due date theoreof to cover the extra expense involved in handling delinquent payments.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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) JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE, for THEMSELVES, THEIR heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of the mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Samuel M. Ivrey, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

AND the said Mortgagors, for THEMSELVES, THEIR heirs, personal representatives and assigns do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total Mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for THEMSELVES, THEIR heirs, personal representatives, or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its Attorney or Agents, shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

WITNESS the Hand(s) and Seal(s) of the said Mortgagor(s).

WITNESS:

Samuel M. Ivrey

SAMUEL M. IVREY

Jack Larrimore (SEAL)
JACK LARRIMORE

(SEAL)

Lillian Larrimore (SEAL)
LILLIAN LARRIMORE

(SEAL)

LIBER 164 PAGE 162

State of Maryland, Anne Arundel County, to wit: BOOK 1613 PAGE 538

I HEREBY CERTIFY, that on this 19TH day of NOVEMBER in the year one thousand nine hundred and SIXTY-TWO, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

1000

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL COUNTY

Samuel M. Ivrey

SAMUEL M. IVREY Notary Public.

My commission expires on

MAY 6, 1963

Rec'd for record Nov. 21, 1962 at 2:11 P.M.

Mailed to Samuel M. Ivrey

Mortgage

FROM

JACK LARRIMORE AND

LILLIAN LARRIMORE, HIS WIFE

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
111 MARKET STREET
SIXTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
Property ANNAPOLIS, MARYLAND

Received for record 19 at o'clock M. 535

Same day recorded in Liber No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 10.00

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Return to Equity Desk

5849

Property:

Description approved

Execution approved

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION hereby assigned the within Mortgage to Benjamin Michaelson, Jr., for the purposes of foreclosure, this 8th day of June, 1965.

WITNESS the name of said body corporate by the signature of its President and its corporate seal affixed hereto duly attested:

ATTEST: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Peter J. Lombardi
Executive Vice President

Cornelia C. Herron,
Assistant Secretary

2113 42

LIBER 164 PAGE 163

Military Affidavit under Soldier's and Sailor's Civil Relief Act of 1940 and Amendment Thereto of October, 1942.

IN THE MATTER OF THE	:	NO. 17,249 EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JACK LARRIMORE AND	:	FOR
LILLIAN LARRIMORE, HIS WIFE	:	ANNE ARUNDEL COUNTY

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared PETER J. LOMBARDI, Executive Vice President of Annapolis Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendants herein and that to the best of his knowledge, information and belief:

1. Said Defendants are not in the military service of the United States.

2. Said Defendants are not in the military service of any nation allied with the United States.

3. Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

4. Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military Service.

Peter J. Lombardi
Affiant

Subscribed and sworn to before me, this 8th day of June, 1965.

Benjamin Michaelson, Jr.
Benjamin Michaelson, Jr., Notary Public

My Commission Expires:
July 1, 1965

BENJAMIN MICHAELSON, JR.
ATTORNEY AT LAW
152 MAIN STREET
ANNAPOLIS, MARYLAND

FILED
1965 JUN -8 AM 11: 10

IN THE MATTER OF THE	:	NO. 17,249 EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JACK LARRIMORE AND	:	FOR
LILLIAN LARRIMORE, HIS WIFE	:	ANNE ARUNDEL COUNTY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim af Annapolis Federal Savings and Loan Assaciatian of Annapolis, Maryland, under Mortgage to the said Association from Jack Larrimare and Lillian Larrimare, his wife, said Martgaged dated Navember 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1613, folio 535; said Mortgage being in default.

Balance Due on Principal to May 31, 1965	$8,185.24
Interest to June 30, 1965	40.93
Total	$8,226.17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that an this 8th day of June, 1965, before me, the subscriber, a Notary Public of the State af Maryland, in and far the County aforesaid, personally appeared PETER J. LOMBARDI, Executive Vice President of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form af law that the aforegoing is a trust statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfactian therefore other than the deed af Mortgage in said statement mentianed.

AS WITNESS my hand and Natarial Seal.

Benjamin Michaelson, Jr., Notary Public

My Cammission Expires:

July 1, 1965

FILED

1965 JUN -8 AM 11: 10

JAMIN MICHAELSON, JR.
ATTORNEY AT LAW
152 MAIN STREET
NAPOLIS, MARYLAND

22056 B

LIBER 13 PAGE 192

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 164 PAGE 165

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

ROYAL-GLOBE INSURANCE

No. 17,249 Equity

Bond No. 457739

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Benjamin Michaelson, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND AND NO/100 DOLLARS, ($10,000.00) ---------- 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 28th day of June, 19 65.

WHEREAS by virtue of a power of sale contained in a Mortgage from Jack Larrimore and Lillian Larrimore, his wife to Annapolis Federal Savings and Loan Association of Annapolis, Maryland, bearing date on or about the 19th day of November, 19 62, the said Benjamin Michaelson, Jr. as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said Benjamin Michaelson, Jr. as Assignee, of said Mortgage is about to execute said power and make sale of the property described in said Mortgage.

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

Bond approved this 28th day of June, 1965

WITNESS: Louis N. Phipps, Clerk

Katherine B. Vanous

Katherine B. Vanous

Benjamin Michaelson, Jr. (Seal)
Benjamin Michaelson, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

FILED

1965 JUN 28 PM 3:33

Assignee's Sale

OF VALUABLE IMPROVED REAL ESTATE

111 MARKET STREET
SIXTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY
MARYLAND

Under and by virtue of the power of sale, contained in the Mortgage from Jack Larrimore and Lillian Larrimore, his wife, said Mortgage dated November 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1613, folio 535, the undersigned, as Assignee to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, ANNAPOLIS, MARYLAND, on:

TUESDAY, JUNE 29, 1965, AT TEN O'CLOCK A.M.

ALL THAT LOT OF GROUND situate in Anne Arundel County. Beginning on the Northwest side of Market Street, thence binding on the dividing line between 109 and 111 Market Street, North 41 degrees 52 minutes 20 seconds West 51.16 feet, North 41 degrees 24 minutes 10 seconds West 8.88 feet, south 48 degrees 35 minutes 50 seconds West .07 feet, north 41 degrees 52 minutes 20 seconds West 3.38 feet, to a point on the division line between 109 and 111 Market Street, thence north 48 degrees 34 minutes 15 seconds East 18 feet, thence south 41 degrees 52 minutes 20 seconds East 63.42 feet to a point on the north west side of Market Street, thence south 48 degrees 34 minutes 50 seconds west .18 feet to the place of beginning. Being 111 Market Street.

No. 9

BEING the same property conveyed to the within named Mortgagors, Jack Larrimore and Lillian Larrimore, his wife, by Deed dated November 19, 1962, from William Morris Shannon and Glenayre K. Shannon, his wife, and recorded among the Land Records of Anne Arundel County in Liber LNP 1613, folio 533.

THE SAID PROPERTY being improved by a three-story frame house, containing living room, dining room, kitchen, three bedrooms, two baths, asphalt shingle roof, and oil hot water heat.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6 per cent) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

BENJAMIN MICHAELSON, JR.
Assignee
152 Main Street
Annapolis, Maryland
267-8178

ROBERT H. CAMPBELL
Auctioneer

Ju-28

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 166

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 29, 1965

We hereby certify, that the annexed Assignee's Sale No. 17,249 Equity Jack Larrimore

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 29th day of June, 1965. The first insertion being made the 9th day of June, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED 1965 JUN 29 PM 1:25

By [illegible] Pilghman

ROBERT H. CAMPBELL . . . . . Auctioneer

LIBER 164 PAGE 167

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

111 MARKET STREET
SIXTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale, contained in the Mortgage from Jack Larrimore and Lillian Larrimore, his wife, said Mortgage dated November 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP 1613, folio 535, the undersigned, as Assignee to foreclose in the event of default, default having occurred, will offer for sale at public Auction at the Court House Door Annapolis, Maryland, on:

TUESDAY, JUNE 29, 1965

AT 10:00 O'CLOCK A.M.

ALL THAT LOT OF GROUND, situate in Anne Arundel County. Beginning on the Northwest side of Market Street, thence binding on the dividing line between 109 and 111 Market Street, North 41 degrees 52 minutes 20 seconds West 51.16 feet, North 41 degrees 24 minutes 10 seconds West 8.88 feet, south 48 degrees 35 minutes 50 seconds West .07 feet, north 41 degrees 52 minutes 20 seconds West 3.38 feet, to a point on the division line between 109 and 111 Market Street, thence north 48 degrees 34 minutes 15 seconds East 18 feet, thence south 41 degrees 52 minutes 20 seconds East 63.42 feet to a point on the northwest side of Market Street, thence south 48 degrees 34 minutes 50 seconds west 18 feet to the place of beginning. Being 111 Market Street.

BEING the same property conveyed to the within named Mortgagor, Jack Larrimore and Lillian Larrimore, his wife, by Deed dated November 19, 1962, from William Morris Shannon and Glenayre K. Shannon, his wife, and recorded among the Land Records of Anne Arundel County in Liber LNP 1613, folio 533.

THE SAID PROPERTY being improved by a three-story frame house, containing living room, dining room, kitchen, three bedrooms, two baths, asphalt shingle roof, and oil hot water heat.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale, taxes and all other assessments to be adjusted to the day of sale. for further particulars, apply to:

Benjamin Michaelson, Jr.
Assignee
152 Main Street
Annapolis, Maryland
267-8178

FILED

1965 JUL -1 PM 1:39

'D

June 29, 1965.

CONTRACT OF SALE

I HEREBY AGREE to purchase the property described on the reverse side of this handbill at and for the sum of $13500.00, and agree to comply with the terms of sale as set forth in the advertisement of sale and said handbill.

WITNESS:

Robert H. Campbell

William B. Clatanoff

Rebecca M. Clatanoff (SEAL)

WILLIAM B. CLATANOFF

REBECCA M. CLATANOFF

I HEREBY CERTIFY that on this 29th day of June, 1965, I sold the property described on the reverse side of this handbill, subject to the terms of sale set forth therein, at and for the sum of $13,500.00, and received $1,350.00 as a deposit on said purchase price.

WITNESS:

Robert H. Campbell

Benjamin Michaelson, Jr.

Assignee

FILED

1965 JUL -1 PM 1:39

11

LIBER 164 PAGE 169

IN THE MATTER OF THE	:	NO. 17,249 EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JACK LARRIMORE AND	:	FOR
LILLIAN LARRIMORE, HIS WIFE	:	ANNE ARUNDEL COUNTY

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

This report of Benjamin Michaelson, Jr., Assignee, filed in these proceedings authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given twenty (20) days notice of time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, State of Maryland, he did, pursuant to said notice of sale, attend in person at the COURTHOUSE DOOR, in the City of Annapolis, Maryland, on TUESDAY, JUNE 29, 1965, at TEN O'CLOCK, A.M., the time, and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in the said Mortgage, to wit:

ALL THAT LOT OF GROUND situate in Anne Arundel County. Beginning on the Northwest side of Market Street, thence binding on the dividing line between 109 and 111 Market Street, North 41 degrees 52 minutes 20 seconds West 51.16 feet, North 41 degrees 24 minutes 10 seconds West 8.88 feet, south 48 degrees 35 minutes 50 seconds West .07 feet, north 41 degrees 52 minutes 20 seconds West 3.38 feet, to a point on the division line between 109 and 111 Market Street, thence north 48 degrees 34 minutes 15 seconds East 18 feet, thence south 41 degrees 52 minutes 20 seconds East 63.42 feet to a point on the northwest side of Market Street, thence south 48 degrees 34 minutes 50 seconds west 18 feet to the place of beginning. Being 111 Market Street.

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1965 JUL -1 PM 1:39

JAMIN MICHAELSON, JR.
ATTORNEY AT LAW
152 MAIN STREET
NNAPOLIS, MARYLAND

2

BEING the same property conveyed to the within named Mortgagors, Jack Lorrimore and Lillian Lorrimore, his wife, by Deed dated November 19, 1962, from William Morris Shannon and Glenoyre K. Shonnon, his wife, and recorded omong the Land Records of Anne Arundel County in Liber LNP 1613, folio 533.

Said property being sold to William B. Clatonoff ond Rebecca M. Clotanoff, his wife, at and for the sum of Thirteen Thousand Five Hundred Dollars ($13,500.00) they being at the price then and there, the highest bidders therefor.

The said Purchasers have agreed to comply with the terms of sale. The agreement of the Purchasers, certificate of the auctioneer and report of sale are filed herewith, oll of which ore respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Benjamin Michaelson, Jr.
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of ~~June~~ JULY, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BENJAMIN MICHAELSON, JR., ASSIGNEE, and made oath in due form of law that the matters and facts stated in the aforegoing report of sale are true, as therein set forth, and the sale was fairly made.

Louise M. Deal, Notary Public

My Commission Expires:

July 1, 1967

JAMIN MICHAELSON, JR.
ATTORNEY AT LAW
152 MAIN STREET
NNAPOLIS, MARYLAND

ORDER NISI

LIBER 164 PAGE 171

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,249 Equity

Ordered, this 1st day of July, 19 65, That the sale of the property in these proceedings mentioned made and reported by Benjamin Michaelson, Jr., Assignee

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

The report states that the amount of sale was $ 13,500.00

Clerk.

True Copy,

TEST: Clerk.

Benjamin Michaelson, Jr., Atty. FOR: EVENING CAPITAL July 8th Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JACK LARRIMORE AND LILLIAN LARRIMORE, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

JUDGE.

FILED

1965 AUG 10 PM 2:15

4

GLOBE INDEMNITY COMPANY

A New York Corporation

New York, N. Y.

LIBER 164 PAGE 172

LIBER 13 PAGE 199

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

ROYAL-GLOBE INSURANCE

Bond No. 457739

Equity #17,249

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Benjamin Michaelson, Jr., of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand 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 assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 29th day of June, 1965.

WHEREAS by virtue of a power of sale contained in a Mortgage from Jack Larrimore and Lillian Larrimore, bearing date on or about November 19, 1962, the said Benjamin Michaelson, Jr. was authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or of the interest thereon in whole or in part; and whereas default was made in the payment of the interest and principal aforesaid, and the said Benjamin Michaelson, Jr. has executed said power and made sale of the property described as aforesaid in said Mortgage.

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

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

SIGNED, SEALED AND DELIVERED in the presence of

Bond approved this 2nd day of July, 1965

Laura N. Phillips, Clerk

Ethel M. Carle, as to both

FILED

1965 JUL -2 AM 11:47

Benjamin Michaelson (SEAL)
Benjamin Michaelson, Jr. PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

IN THE MATTER OF THE	:	NO. 17,249 EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JACK LARRIMORE AND	:	FOR
LILLIAN LARRIMORE, HIS WIFE	:	ANNE ARUNDEL COUNTY

PURCHASERS' AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of June, 1965, before me, the subscriber, a Notary Public in the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM B. CLATANOFF and REBECCA M. CLATANOFF, his wife, and made oath in due form of law as follows:

1. That they purchased the property described in the Mortgage filed in these proceedings at and for the sum of Thirteen Thousand Five Hundred Dollars ($13,500.00), that they made a deposit of One Thousand Three Hundred Fifty Dollars ($1,350.00) at the time and place of sale, and they agreed to comply with the terms of sale as set forth in the advertisement of sale and handbill.

2. That they are acting for themselves and not as agents for any other persons.

3. That there are no other persons who are interested as principles.

4. That the purchasers have not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Louise M. Deale, Notary Public

My Commission Expires:

July 1, 1967

JAMIN MICHAELSON, JR.
ATTORNEY AT LAW
152 MAIN STREET
NNAPOLIS, MARYLAND

FILED
1965 JUL -2 AM 11:51

'6

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,249 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
JACK LARRIMORE and
LILLIAN LARRIMORE, his wife

Ordered, this 1st day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by Benjamin Michaelson, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of August next.

The report states that the amount of sale was $13,500.00.

LOUIS N. PHIPPS, Clerk

True Copy. TEST:

LOUIS N. PHIPPS, Clerk

Jy-29

FILED

1965 AUG -2 PM 4:25

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 174

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 2, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,249

Jack Larrimore

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of August, 1965. The first insertion being made the 8th day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 9464

By N. Tilghman

17

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JACK LARRIMORE and LILLIAN LARRIMORE, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,249 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 27 AM 11:42

All of which is respectfully submitted.

August 27, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th day of September, 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. Warpen, deputy

FILED
1965 SEP 15 AM 8:50

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JACK LARRIMORE and LILLIAN LARRIMORE, his wife,

In Acct. with BENJAMIN MICHAELSON, JR., Assignee of Mortgage

					Cr.	
1965, June 29						
Proceeds of Sale	13,500	00				
Interest on deferred payment of $12,150.00 from						
6/29/65 to 8/24/65 @ 6%	111	50	13,611	50		
					13,611	50
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	438	33	538	33		
To Assignee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	31	50				
Auditor - stating this account	40	00	81	50		
To Assignee for expenses, viz:						
Capital-Gazette Press - advertising sale	84	00				
Capital - Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	16	48				
Globe Indemnity Co. - bond premium	54	00				
Robert H. Campbell - auctioneer's fee	135	00				
One-half cost documentary stamps	22	28				
City Water Dept. - water 4/11/65 to 6/29/65	5	97				
L.N.Phipps, Clerk - recording Assmt. of Mortgage	1	00				
Miscellaneous Notary fees	4	00	337	73		
To Annapolis Federal Savings & Loan Assn. Mortgage claim in full as filed	8,226	17				
Interest on principal balance of $8,185.24 from						
6/30/65 to 9/13/65 - 75 days @ 6%	101	17	8,327	34		
To Jack Larrimore and Lillian Larrimore, this balance	4,326	60	4,326	60		
					13,611	50

LIBER 164 PAGE 177

WILLIAM E. SMITH 815 Matthews Avenue, Baltimore 25, Maryland, Plaintiff,	*	IN THE
Vs.	*	CIRCUIT COURT FOR
DONALD F. CLARK and MONA S. CLARK, His Wife, both of 2857 Mayfield Road, Cleveland Heights, OHIO	*	ANNE ARUNDEL COUNTY
THE COUNTY BUILDING COMPANY a body corporate, c/o Luther E. Mellen, Jr., Resident Agent, 3326 Greenmount Avenue, Baltimore, Maryland	*	In Equity Equity No. 10 [illegible]
LUTHER E. MELLEN, JR., LUTHER E. MELLEN, SR., and ELSIE BAKER, Last known and surviving officers and directors of The County Building Company, all of: 3326 Greenmount Avenue, Baltimore, Maryland	*	
LEAGUE LUMBER COMPANY, INC. a body corporate, (Judgment Creditor) c/o Albert H. League, Resident Agent, 721 South Caroline Street, Baltimore 31, Maryland;	*	

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland, to wit: Lot No. Six (6), Plat No. Eight (8), Long Point On The Magothy, as recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 page 15; and Lot No. Fourteen (14) and a 10 foot part of Lot No. Thirteen (13), in Queen Anne Hill, as described in the Deed from Mary R. Turner, Widow, to Donald F. Clark and Mona S. Clark, his wife, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 970 folio 539.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That your Orator brings this action for the purpose of foreclosing the

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
SADENA MARYLAND

FILED

1964 OCT -7 PM 4:17

rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 70 to 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition, and any amendments thereto.

2. That On October 8th., 1962, your Orator, 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, the following described real estate located in Anne Arundel County, to wit:

(1) Certificate No. 3901 B: Lot No. Fourteen (14) and part of Lot No. Thirteen (13), as shown on the Plat of Queen Anne Hill (near Fair Haven Cliffs), and assessed to Donald F. Clark and Mona S. Clark, his wife; located in the Eighth Election District.

(2) Certificate No. 3907 B: Lot No. Six (6), Plat Eight (8), Long Point On The Magothy, and assessed to The County Building Company, a body corporate; located in the Third Election District.

3. That the said Tax Sale Certificates Nos. 3901 B and 3907 B, dated October 8th., 1962, setting forth the aforesaid sales to your Orator, are attached hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 and 2", respectively, and are prayed to be taken and considered as 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, and the records of the State Department of Assessments and Taxation, reveals:

(1) That Donald F. Clark and Mona S. Clark, his wife, are the record owners of Lot No. Fourteen (14) and a ten (10) foot part of Lot Thirteen (13), in Queen Anne Hill, by virtue of a Deed from Mary R. Turner, Widow, to them dated July 12th., 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 970 folio 539; reference to which said Deed is hereby made for the purpose of a full and particular description thereof.

(2) That The County Building Company is the record owner of Lot No. Six (6), Plat No. Eight (8), Long Point On The Magothy, by virtue of a Deed from Luther E. Mellen, Jr. and wife to it, dated April 9th., 1958, and recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1196 folio 520; reference to which said Deed is hereby made for the purpose of a full and particular description thereof. That the Charter of the said The County Building Company has been forfeited by the State of Maryland, and that

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

Luther E. Mellen, Jr. (President and Director), Luther E. Mellen, Sr. (Director) and Elsie Baker (Secretary, Treasurer and Director) are the last known and surviving officers and directors of the said body corporate.

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 tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 8th., 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 for the years 1961 and 1962, to Anne Arundel County and the State of Maryland, and the Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
(1) 3901 B	$ 100.00	$ 62.95
(2) 3907 B	$ 48.93	$ 48.93

That the amounts necessary for redemption of each of the said Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
(1) 3901 B	$ 62.95
(2) 3907 B	$ 48.93

Plus all taxes to date, penalties, interest and the total disbursements of the holder of the Certificates of Sale, and costs on each of the above Certificates.

TO THE END, THEREFORE, Your Orator Prays:

1. That Writs of Subpoena be issued and served upon the Defendants, commanding them to appear in this Court on some certain day to be named therein and make answer thereto.

2. That an Order of Publication be granted to your Orator, directed to the said Defendants and to all parties in interest in said property, commanding them to appear in this Court on some certain day to be named therein, and answer the exigencies of this Complaint.

3. That this Honorable Court enter a final Decree foreclosing all equities of and rights of redemption of the Defendants and all persons having or claiming to have any interest in the hereinabove described property, which shall be final as to the said Defendants, and all persons having or claiming to have any interest

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

in said property, their heirs, devisees, successors and personal representatives, and their or any of their heirs, devisees, successors, personal representatives, assigns, or successors in right, title or interest; said final Decree directing the Treasurer of Anne Arundel County to execute and deliver to the Plaintiff a Deed to the said property, which shall vest in the Plaintiff a good and marketable title, indefeasible and absolute, in fee simple, free and clear of all alienations and descents of the said property occurring prior to the Decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

4. That your Orator may have such other and further relief as the nature of his case may require.

AND AS IN DUTY BOUND, etc:

Hugh K. Holmes,
Solicitor for the Plaintiff
Lake Shore,
Pasadena, Maryland
'phone 255-0700

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th. day of October, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared William E. Smith, the Plaintiff named in the aforegoing Bill of Complaint, and made oath in due form of law that all of the matters and things contained therein are true and correct, to the best of his information, knowledge and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Hugh K. Holmes, Notary Public.

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
ASADENA MARYLAND

No. 3901 B **CERTIFICATE OF TAX SALE**

EDW. N. C. BRADLEY

LIBER 164 PAGE 181

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 William Smith 815 Mathews Ave Balto 25, Md. at public auction for the sum of 100 Dollars and 00 Cents, of which 62.95 Dollars has been paid as a deposit on the property in Dist Eighth described as Lot 14 part lot 13 G.T.C. 970 539 as shown on the plat of Queen Anne Hill near Fair Haven Cliffs

and assessed to Donald F. & M. S. Clark

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, 1962, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edward N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth A. Loving
Notary Public.

My Commission Expires May 6, 1963

FILED
1964 OCT -7 PM 4:18

Abl of 14 - 10 ft of 13

PLAINTIFF'S EXHIBIT NO. 1.

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
ASADENA MARYLAND

Nº 3907 B **CERTIFICATE OF TAX SALE**

EDW. N. C. BRADLEY LIBER 164 PAGE 182

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 2? 1963, I sold to William Smith at public auction for the sum of 48 Dollars and 93 Cents, of which 48.93 Dollars has been paid as a deposit on the property in Dist # 3 described as Lot 6 plat 8 G.T.C 1196-520 as shown on the plat of Long Point

and assessed to The County Building 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 5 day of Oct 1963

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 8th day of October, 1963, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Edw. N. C. Bradley, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Ruth M. Loving
Notary Public.

My Commission Expires May 6, 1963

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1964 OCT -7 PM 4:18

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4

PLAINTIFF'S EXHIBIT NO. 2.

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
SADENA, MARYLAND

LIBER 164 PAGE 183

WILLIAM E. SMITH
815 Matthews Avenue,
Baltimore 25, Maryland,

Plaintiff,

Vs.

DONALD F. CLARK and

MONA S. CLARK, His Wife,
both of 2857 Mayfield Road,
Cleveland Heights, Ohio

THE COUNTY BUILDING COMPANY
a body corporate,
c/o Luther E. Mellen, Jr., Resident Agent,
3326 Greenmount Avenue, (Also 1217 Meredith
Baltimore, Maryland Ford Rd., Balto,Md)

LUTHER E. MELLEN, JR.,

LUTHER E. MELLEN, SR., and

ELSIE BAKER,
Last known and surviving officers and
directors of The County Building Company,
all of:
3326 Greenmount Avenue,
Baltimore, Maryland

LEAGUE LUMBER COMPANY, INC.
a body corporate
(a judgment creditor of The
County Building Company)
C/O Albert H. League, Resident Agent
721 South Caroline Street,
Baltimore 31, Maryland;

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

In Equity

Equity No. 16167

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, to wit:

DISTRICT	DESCRIPTION	CERTIFICATE NO.
(1) Third	Lot No. Six (6), Plat No. Eight (8), Long Point On The Magothy, as recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 page 15.	3907 B
(2) Eighth	Lot Fourteen (14) and a 10 foot part of Lot Thirteen (13), Queen Anne Hill, as described in the Deed from Mary R. Turner, Widow, to Donald F. Clark and Mona E. Clark, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 970 folio 539.	3901 B

ALL as substantially described in Certificates of Tax Sale sold by Edward N. C. Bradley, Collector of Taxes for the State of Maryland and Anne Arundel County, to William E. Smith, on October 8th., 1962, for amounts in said Certificates hereinafter set forth,

Defendants.

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LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
ASADENA MARYLAND

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th. day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to William E. Smith, the Plaintiff in these proceedings, for taxes due for the years 1961 and 1962, by the following Tax Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Tax Certificate No. 3901 B - Lot No. Fourteen (14) and a 10 foot part of Lot No. Thirteen (13), Queen Anne Hill (near Fair Haven Cliffs), Anne Arundel County, and assessed to Donald F. Clark and Mona S. Clark, his wife, and sold to the Plaintiff for $100.00, of which $62.95 has been paid on account.

Tax Certificate No. 3907 B - Lot No. Six (6) Plat Eight (8), Long Point On The Magothy, recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 page 15, and sold to the Plaintiff for $ 48.93, of which $ 48.93 (all) has been paid on account.

The Bill of Complaint states, among other things, that 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 8th., 1962.

It is thereupon this 7th 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 November, 1964, next, warning the said Donald F. Clark and Mona S. Clark, his wife; The County Building Company, a body corporate; Luther E. Mellen, Jr., Luther E. Mellen, Sr., and Elsie Baker, the last known and surviving officers and directors of The County Building Company; and the League Lumber Company, Inc., a body corporate, and any and all other 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 person or by solicitor on or before the 17th day of November, 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 said properties and vesting in the Plaintiff, William E. Smith, a title free and clear of all encumbrances.

Louis W. Higgins
Clerk

LAW OFFICES OF
JOSEPH K. HOLMES
LAKE SHORE
GLEN DENA, MARYLAND

HUGH K. HOLMES
Attorney at Law
Lake Shore, Pasadena,
Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

EQUITY NO. 16,657

WILLIAM E. SMITH
815 Matthews Avenue,
Baltimore 25, Maryland
Plaintiff

VS.

DONALD F. CLARK and
MONA S. CLARK, his wife,
both of 2857 Mayfield Road,
Cleveland Heights, Ohio
THE COUNTY BUILDING
COMPANY, a body corporate,
c/o Luther E. Mellen, Jr.,
Resident Agent,
3326 Greenmount Avenue,
Baltimore, Maryland
(Also 1217 Meredith
Ford Rd., Balto., Md.)
LUTHER E. MELLEN, JR.,
LUTHER E. MELLEN, SR.,
and
ELSIE BAKER,
Last known and surviving officers and directors of The County Building Company, all of:
3326 Greenmount Avenue,
Baltimore, Maryland
LEAGUE LUMBER COMPANY, INC., a body corporate
(a judgment creditor of The County Building Company)
C/O Albert H. League,
Resident Agent
721 South Caroline Street,
Baltimore 31, Maryland:

AND any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, to wit:

(1) Third District — Lot No. Six (6), Plat No. Eight (8), Long Point On the Magothy, as recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 page. 15. Certificate No. — 3907 B

(2) Eighth District — Lot Fourteen (14) and a 10 foot part of Lot Thirteen (13), Queen Anne Hill, as described in the Deed from Mary R. Turner, Widow, to Donald F. Clark and Mona E. Clark, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 970 folio 539. Certificate No. — 3901 B.

ALL as substantially described in Certificates of Tax Sale sold by Edward N. C. Bradley, Collector of Taxes for the State of Maryland and Anne Arundel County, to William E. Smith, on October 8th, 1962, for amounts in said Certificates hereinafter set forth,

Defendants.

OFFIC OF

Maryland Gazette

Published by LIBER 164 PAGE 185
THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 9, 1964

We hereby certify, that the annexed

Order of Publication
Equity No. 16,657
Donald F. Clark

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December 1964. The first insertion being made the 15th day of October 1964.

FILED
1964 NOV 10 PM 1:55

THE CAPITAL-GAZETTE PRESS, INC.

By Lillian L. French

Order of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 8th. day of October, 1962, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to William E. Smith, the Plaintiff in these proceedings, for taxes due for the years 1961 and 1962, by the following Tax Certificates and assessed and described on the Books of Assessment and Taxation as follows:

Tax Certificate No. 3901 B — Lot No. Fourteen (14) and a 10 foot part of Lot No. Thirteen (13), Queen Anne Hill (near Fair Haven Cliffs), Anne Arundel County, and assessed to Donald F. Clark and Mona S. Clark, his wife, and sold to the Plaintiff for $100.00, of which $62.95 has been paid on account.

Tax Certificate No. 3907 B — Lot No. Six (6) Plat Eight (8), Long Point On The Magothy, recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 page 15, and sold to the Plaintiff for $48.93, of which $48.93 (all) has been paid on account.

The Bill of Complaint states, among other things, that 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 8th, 1962.

It is thereupon this 7th 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 Donald F. Clark and Mona S. Clark, his wife; The County Building Company, a body corporate; Luther E. Mellen, Jr., Luther E. Mellen, Sr., and Elsie Baker, the last known and surviving officers and directors of The County Building Company; and the League Lumber Company, Inc., a body corporate, and any and all other 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 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 said properties and vesting in the Plaintiff, William E. Smith, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-5

LIBER 164 PAGE 186

LIBER 164 PAGE 187

WILLIAM E. SMITH, Plaintiff,	*	IN THE
Vs.	*	CIRCUIT COURT FOR
DONALD F. CLARK and	*	ANNE ARUNDEL COUNTY
MONA S. CLARK, His Wife, et al, Defendants.	*	In Equity
	*	Equity No. 16,657

AFFIDAVIT OF EFFORTS TO LOCATE DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I, Hugh K. Holmes, hereby make oath as follows:

1. On October 12th., 1964, I mailed "True Copies" of the Order of Publication in this case to the following Defendants at their last known address:

Donald F. Clark and Mona S. Clark, both of 2857 Mayfield Road, Cleveland Heights, Ohio

2. The envelopes addressed to Donald F. Clark and Mona S. Clark were returned to me by the Post Office marked "Moved, not forwardable". Said envelopes are attached hereto.

3. All of the other Defendants in said proceeding, being residents of the State of Maryland, were proceeded against by means of summons and order of publication. All Defendants have been twice returned "Non Est" by the Sheriff.

4. That in addition to the above, a diligent search was made of the land, assessment and other public records, as well as City Directories and Telephone Directories, in an effort to locate the said Defendants, without success.

5. The last known addresses of all of the said Defendants are as furnished in the titling of the Bill of Complaint in this proceeding. No better or more recent addresses are known.

Hugh K. Holmes, Attorney for Plaintiff

I HEREBY CERTIFY, That on this 20th. day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Hugh K. Holmes, Attorney, and made oath in due form of law that all of the facts contained in the aforegoing Affidavit are true and correct, to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal.

Mary M. Shanks, Notary Public.

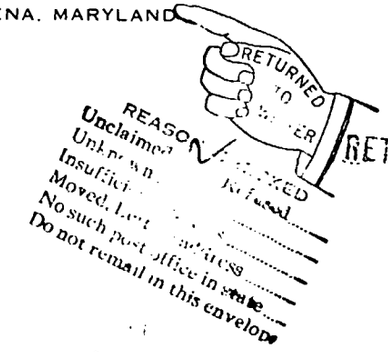
LAW OFFICES OF HUGH K. HOLMES LAKE SHORE PASADENA, MARYLAND

FILED

1965 MAY 20 PM 4:10

LIBER 164 PAGE 188

HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND
21122



RETURN RECEIPT REQUESTED

REGISTERED NO. 4105

Name
1st Notice
2nd Notice
Return

Mrs. Mona S. Clark
~~2857 Mayfield Road,~~
Cleveland Heights,
OHIO

☐ Moved, left no address
☐ No such number
☑ Moved, not forwardable
☐ Addressee unknown

1805 75

RETURN RECEIPT REQUESTED

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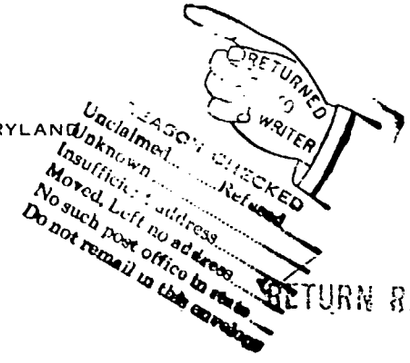
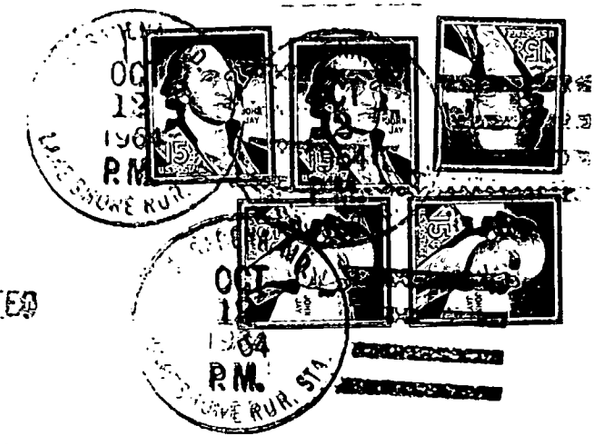
HUGH K. HOLMES
ATTORNEY AT LAW
LAKE SHORE, PASADENA, MARYLAND
21122



RETURN RECEIPT REQUESTED



REGISTERED NO. 4106

Name
1st Notice
2nd Notice
Return

Mr. Donald F. Clark
~~2857 Mayfield Road,~~
Cleveland Heights,
OHIO

☐ Moved, left no address
☐ No such number
☑ Moved, not forwardable
☐ Addressee unknown

1805 75

RETURN RECEIPT REQUESTED

LAKE SHORE
PASADENA MARYLAND

Equity No. 16,657

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 164 PAGE 189

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 20th. 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, WILLIAM E. SMITH,

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.)

Donald F. Clark and Mona S. Clark, his wife, Luther E. Mellen, Jr., Luther E. Mellen, Sr. and Elsie Baker (last known and surviving officers and directors of The County Building Company), are not in the military service of the United States of America. The Defendants "The County Building Company" and "League Lumber Company, Inc." are bodies corporate, and therefore

~~XXX~~ 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 20th. day of May, 19 65.

Notarial Seal

Hugh K. Holmes, *Notary Public.*

My Commission will expire on: July 1, 1965.

Filed,

FILED
1965 MAY 20 PM 4:10

WILLIAM E. SMITH, Plaintiff,	*	IN THE
	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
DONALD F. CLARK and	*	In Equity
MONA S. CLARK, His Wife, et al, Defendants.	*	Equity No. 16,657
	*	

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, State of Maryland, as prescribed by said Order against the Defendants, Donald F. Clark and Mona S. Clark, his wife; The County Building Company, a body corporate; Luther E. Mellen, Jr., Luther E. Mellen, Sr. and Elsie Baker, last known and surviving officers and directors of The County Building Company; and the League Lumber Company, Inc., and all persons having or claiming to have any interest in the real property therein described as assessed to the said Defendants and sold to the Plaintiff on October 8th., 1962 for the non-payment of taxes due for the years 1961 and 1962;

And it further appearing that the said Defendants have failed to enter their appearances herein either in person or by solicitor, and have failed to file an Answer to the Bill of Complaint, and the time within which the said Defendants could so appear and file an Answer has now expired, it is, therefore, this 21st day of May, 1965, by the Circuit Court for Anne Arundel County in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this cause be, and the same is hereby taken Pro Confesso against the said Defendants, Donald F. Clark and Mona S. Clark, his wife; The County Building Company, a body corporate; Luther E. Mellen, Jr., Luther E. Mellen, Sr. and Elsie Baker, last known and surviving officers and directors of The County Building Company; and the League Lumber Company, Inc., a body corporate; and all persons having or claiming to have any interest in the real property therein described, and as the same is

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
SADENA MARYLAND

assessed to the Defendants Donald F. Clark and Mona S. Clark, his wife, and The County Building Company, and described in the books of the County Treasurer, and as sold to the Plaintiff on the 8th. day of October, 1962.

George Sachse
Judge

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

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Equit:). 16,657

LIBER 164 PAGE 192

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 10th. day of September, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, WILLIAM E. SMITH,

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)
Donald F. Clark and Mona S. Clark, his wife, Luther E. Mellen, Jr., Luther E. Mellen, Sr. and Elsie Baker (last known and surviving officers and directors of The County Building Company), are not in the military service of the United States of America. The Defendants "The County Building Company" and "League Lumber Company, Inc." are bodies corporate, and therefore

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 10th. day of September, 19 65.

Notarial Seal

Hugh K. Holmes, *Notary Public*

My Commission will expire on: July 1st., 1967.

Filed,

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1965 SEP 14 AM 10: 51

LIBER 164 PAGE 193

WILLIAM E. SMITH, Plaintiff,	*	IN THE
	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARENDEL COUNTY
DONALD F. CLARK and	*	In Equity
MONA S. CLARK, His Wife, et al,	*	Equity No. 16,657
Defendants.	*	

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiff, the proceedings were read and considered by the Court. It appearing that the same have been conducted in substantial compliance with the provisions of Sections 97 through 123, both inclusive, of Article 81 of the Annotated Code of Maryland, 1957 Edition.

IT IS THEREUPON this 15th day of September, 1965, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity, Ordered:

(1) That all rights of redemption of the Defendants, or of anyone claiming by, through, from or under them or any of them, in and to the following described property, to wit:

A. Lot No. Six (6), Plat No. Eight (8), Long Point On The Magothy, as recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 page 15 (situate in the 3rd. Election District).

B. Lot Fourteen (14) and a 10 foot part of Lot Thirteen (13), Queen Anne Hill, as described in the Deed from Mary R. Turner, Widow, to Donald F. Clark and Mona E. Clark, his wife, recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 970 folio 539 (situate in the 8th. Election District);

being the same property described in these proceedings as having been sold by the Treasurer of Anne Arundel County for the nonpayment of taxes for the years 1961 and 1962, be, and the same are hereby forever barred and foreclosed.

(2) That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and descents occurring prior to this

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LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

14

Decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same are subject) is hereby vested in the said Plaintiff, William E. Smith.

(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 thereon accruing subsequent to the date of sale, the Controller of Anne Arundel County shall execute and deliver to the said Plaintiff, William E. Smith, a Deed conveying said property to him, the said Plaintiff.

(4) That this Decree shall be final as to all of the said Defendants, their heirs, devisees and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest.

(5) That the Plaintiff shall pay the costs of these proceedings.

George Sachse
Judge

LAW OFFICES OF
HUGH K. HOLMES
LAKE SHORE
PASADENA MARYLAND

7

PETITION FOR FORECLOSURE

SENATOR SAVINGS & LOAN ASSOCIATION

VS.

PHILLIS M. BROOKS

LIBER 164 PAGE 195

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,184

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 24th day of November A. D. 1964 the defendant executed and delivered to Senator Savings & Loan Association a mortgage upon certain property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 6500.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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.

Philip H. Goodman

Philip H. Goodman

Attorney for Plaintiff

FILED

1965 MAY -3 AM 9:54

File #5592

City—County Direct Reduction Form

No. 17,184 Equity

LIBER 164 PAGE 196 BOOK 1816 PAGE 263

This Mortgage, Made this 24th day of November, in the year one thousand, nine hundred and Sixty-Four, between Phillips M. Brooks of Anne Arundel County, in the State of Maryland, Mortgagor, and Senator Savings & Loan Association, Inc. a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor being member of said body corporate, has received therefrom an advance of Six Thousand Five Hundred ($6,500.00) Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of Sixty-eight ($68.00) 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 month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

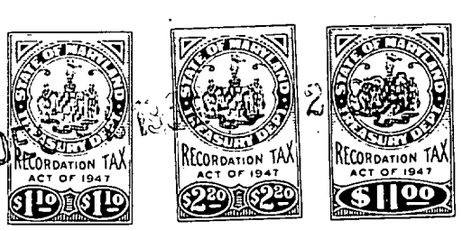
The due execution of this mortgage having been a condition precedent to the granting of said advance.

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

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

Being known and designated as lot #413 as shown on Plat #7 of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet #4 Rod G-2 Plat 8.

Being the same lot of ground described in a Deed dated 7/28/52 and recorded among the Land Records of Anne Arundel County in JHH 698 folio 204 from Charles L. Pumphrey and wife to Phillips M. Brooks and Carrie Brooks, his wife. The said Carrie Brooks died May 12, 1964.



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n:

And it is hereby covenanted and agreed, notwithdranding anything herein to the contrary, that in the event of the sale or transfer of the property hereby mortgaged by conveyance, assignment or by operation of law, the mortgage indebtedness hereby secured shall immediately mature and shall, together with all interest, fines and penalty, become due and payable on demand. And it is covenanted and agreed by the Mortgagor, as part of the consideration for the advances made to him, that he agrees to be bound by the By-Laws of the Mortgagee and by any subsequent amendments thereto as fully and as effectually as if the same were herein set forth at length and hereby waive notice of their purport and admit their adoption in accordance with the Constitution of the Mortgagee and the Laws of the State of Maryland

And it is further understood and agreed that the Mortgagor will not do or permit anything to be done to the property above described, that will impair or depreciate its value during the existence of this mortgage; and that he will make no change or alteration in the improvements thereon materially affecting the same or the use to which they are devoted without the written consent of the Mortgagee being first obtained.

The Mortgage shall, also, secure future advances as provided for under Article 66, Section 2, of the Annotated Code of the State of Maryland enacted in 1955 or any amendment or supplement thereto, or any substitution thereof.

It is particularly understood and agreed that if the mortgage debt is paid before maturity and if any prepayment equals or exceeds twenty per cent (20%) of the original principal amount of the loan six (6) months' interest at the rate specified in this mortgage on the amount prepaid shall be paid to the Mortgagee.

The said Mortgagor hereby agrees to an increase in the interest rate payable to the Senator Savings and Loan Association, Inc., should the statutory interest rate in the State of Maryland be increased during any time of the term of this Mortgage.

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; ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of $~~

Provided, however, if the said 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 and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor , ~~his heirs~~ and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at

the rate of Six per cent. (6 %) per annum from the date of said payment, and the said Mortgagee, it successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his heirs 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 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 Mortgagees written consent, or should the same be encumbered by the Mortgagor , his heirs and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND 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 Philip H. Goodman, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One hundred fifty 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 Mortgagor , his heirs or assigns, or to whoever may be entitled to the same.

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

WITNESS the hand and seal of the said Mortgagor

Phillips M. Brooks (SEAL)
Phillips M. Brooks

WITNESS:

Philip H. Goodman

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, 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 Baltimore City, personally appeared Phillips M. Brooks

and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared Philip H. Goodman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Notary Public

Rec'd for record Dec. 2, 1964 at 2:52 P.M.
Mailed to Philip H. Goodman

4

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

LIBER 164 PAGE 199

SENATOR SAVINGS & LOAN ASSOCIATION

vs.

PHILIP A. BROOKS

IN THE

CIRCUIT COURT

OF

~~XXXXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

IN EQUITY

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

No. 17,184 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 PHILIP H. GOODMAN

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.

Philip H. Goodman *Affiant.*

Subscribed and sworn to before me

this 30th day of April 1965

Betty Ann Daughey *Notary Public*

6

STATEMENT OF MORTGAGE CLAIM

LIBER 164 PAGE 200

SENATOR SAVINGS & LOAN ASSOCIATION

vs.

PHILLIPS M. BROOKS

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,184 Equity

STATEMENT OF MORTGAGE DEBT

Poplar Road, Elvaton Acres

Mortgage - dated November 24, 1964	$6500.00
Expense Account -	71.00
	$6429.00
Interest to 4/24/65	130.00
Fines	65.00
Bonus for Release of Mortg. prior to regular maturity	16.50
	$6640.50

FILED
1965 MAY -3 AM 9:54

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 30th 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

Philip H. Goodman, President

of Senator Savings & Loan Assoc.

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,

Betty Ann Langley

Notary Public.

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 164 PAGE 201

SENATOR SAVINGS & LOAN ASSOCIATION

vs.

PHILLIPS M. BROOKS

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

No 17,184 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 3rd day of ~~April~~ May, in the year nineteen hundred and sixty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel Co. **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Philip H. Goodman 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 $8,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ 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 and particular account of proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

FILED
1965 MAY -4 AM 9:52

GOODMAN, MEAG
and ENOCH
Attorneys
15 N. Guilford Avenue

Trustee's Sale

OF VALUABLE PROPERTY

POPLAR ROAD, ELVATON ACRES, MILLERSVILLE, MD. ANNE ARUNDEL COUNTY

By virtue of a decree of the Circuit Court for Anne Arundel, County, in Equity, the undersigned, Trustee, will sell at public auction on the premises, on

WED., JUNE 30, 1965 AT 1:00 O'CLOCK P.M. E.D.S.T.

BEING known and designated as Lot No. 413 as shown on Plat No. 7 of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 4 Rod G-2 Plat 8.

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.

PHILIP H. GOODMAN
Trustee
MICHAEL FOX
American Bldg.
Auctioneer
MU. 5-2288

Ju-24

9

OFFICE OF

LIBER 164 PAGE 202

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1965

We hereby certify, that the annexed

Trustee's Sale
No. 17,184 Equity
Poplar Road, Elvaton Acres

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 30th day of June, 1965. The first insertion being made the 10th day of June, 1965.

FILED

1965 JUN 29 PM 1:25

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

REPORT OF SALE

SENATOR SAVINGS & LOAN ASSOCIATION, INC.

vs.

PHILLIPS M. BROOKS

IN THE

LIBER 164 PAGE 203

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
(IN EQUITY)
No. 17184

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

The Report of Sale of Philip H. Goodman

Trustee appointed by the decree in the above entitled cause, to make sale of Poplar Road, Elvaton Acres, 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

Sunpapers and Maryland Gazette and in Anne Arundel Co.

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 30th day of june 1965 at one o'clock P M. attend on the premises and then and there sold

Said property, Poplar Road, Elvaton Acres, Anne Arundel County, belonging to the Respondent Phillips M. Brooks unto Bernard C. Kalb and Hilda L. Kalb, his wife, for $7,550.00, said purchasers being the highest bidder and having paid a deposit of $500.00.

Philip H Goodman

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 7th day of July 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Philip H. Goodman

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.

FILED
1965 JUL -9 AM 10: 16

10

ORDER NISI

SENATOR SAVINGS & LOAN ASSOCIATION, INC.

versus

PHILLIPS M. BROOKS

IN THE LIBER 164 PAGE 204

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,184 Equity

Ordered, this 9th day of July, 19 65, That the sale of the property in these proceedings mentioned made and reported by Philip H. Goodman, Trustee

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

The report states that the amount of sale was $ 7,550.00.

Louis N. Phippe Clerk.

True Copy,

Philip H. Goodman, Atty.

TEST: Clerk.

(Final Order)

For the Maryland Gazette (July 15th Editi

SENATOR SAVINGS & LOAN ASSOCIATION, INC.

versus

PHILLIPS M. BROOKS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th 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.

George Sachse
JUDGE.

FILED
1965 AUG 18 PM 1:07

11

LIBER 164 PAGE 205

SENATOR SAVINGS & LOAN ASSOCIATION, INC. :

vs.

PHILLIPS M. BROOKS :

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL CO.

IN EQUITY

No. 17184

PETITION

The Petition of Philip H. Goodman, Trustee, respectfully states:

1. That by virtue of Decree of the Circuit Court of Anne Arundel County, In Equity, your Petitioner was appointed Trustee to sell at public auction, the property described in said proceedings.

2. The said public auction was held on June 30, 1965 at 1:00 P.M.

3. That inadvertantly your Petitioner failed to file his Trustee's Bond as directed by the said Court, on or before June 30, 1965.

TO THE END, THEREFORE:

A. That this Honorable Court pass a Decree nunc pro tunc to permit the filing of this Trustee's Bond as directed by an Order of this Honorable Court.

B. And for such other and further relief as the nature of his case may require.

Philip H. Goodman

Philip H. Goodman
GOODMAN, MEAGHER & ENOCH
15 Guilford Avenue
Baltimore, Maryland 21202
PL 2 3666

FILED

1965 JUL 16 AM 9:34

12

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 15 day of July, 1965, before me the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland, aforesaid, personally appeared Philip H. Goodman, and he acknowledge the foregoing Petition to be true and correct to the best of his information, knowledge and belief.

Notary Public

103

ORDER

LIBER 164 PAGE 207

Upon the aforegoing Petition and Affidavit, it is ordered nunc pro tunc by the Circuit Court of Anne Arundel County, In Equity, that the Trustees Bond be considered as filed on June 30, 1965.

Judge

FILED

1965 JUL 19 PM 2:21

14

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 13 PAGE 221

LIBER 164 PAGE 208

Bond Number 78 63 344 no. 17,184 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Philip H. Goodman, 15 N. Guilford Avenue, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight thousand and 00/100 ($8,000.00)----------Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 30th day of June in the year of our Lord one thousand nine hundred and sixty-five

WHEREAS, the above bounden Philip H. Goodman 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 Senator Savings and Loan Association, Inc.

vs:

Philip M. Brooks

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Philip H. Goodman

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:

Philip H Goodman (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Joann Cituk
Joann Cituk *As to Surety*

By John W. Harrison
Attorney-in-Fact
John W. Harrison, Jr.

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

FILED
1965 JUL 21 AM 11: 12

Bond approved this 30 day of June 19 65 per order of Court fd. 7-19-65

Louis N. Phipps, Clerk

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 17,184 EQUITY

SENATOR SAVINGS & LOAN ASSOCIATION, INC.
versus
PHILLIPS M. BROOKS

Ordered, this 9th day of July 1965, That the sale of the property in these proceedings mentioned made and reported by Philip H. Goodman, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The report states that the amount of sale was $7,550.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-5

OFFICE OF

LIBER 164 PAGE 209

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,184 Phillips M. Brooks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of August, 1965. The first insertion being made the 15th day of July, 1965.

FILED
1965 AUG -9 PM 1:56

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 9475
15A

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

LIBER 164 PAGE 210

I HEREBY CERTIFY, That on this 30TH day of JUNE, 196__, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared BERNARD C. KALB & HILDA L. KALB, 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 POPLAR RD ELLICOTT ACRES PROPERTY mentioned in the said Report of Sale.

Bernard C. Kalb
Hilda L. Kalb
Purchaser

(SEAL)
(PLACE)

Michael Fox
Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-b-3 Affidavit of Purchaser)

MICHAEL FOX NOTARY PUBLIC BALTIMORE CO. MD.

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FILED
1965 AUG 18 AM 9:27

LIBER 164 PAGE 211

In the Case of

SENATOR SAVINGS & LOAN ASSOCIATION

VS.

PHILLIPS M. BROOKS

In the

Circuit Court

For

Anne Arundel County

No. 17,184 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 -1 PM 2:44

All of which is respectfully submitted.

September 1, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 17th day of September, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis M. Phipps

Clerk,
Per: R. E. Wayson, deputy

FILED 1965 SEP 17 AM 11:41

17

Dr. SENATOR SAVINGS & LOAN ASSOCIATION vs. PHILLIPS M. BROOKS

In Acct. with Philip H. Goodman, Trustee

					Cr.	
1965, June 30						
Proceeds of Sale	7,550	00				
Interest on deferred payment of $7,050.00 from						
6/30/65 to 8/19/65 @ 6%	57	82	7,607	82		
					7,607	82
To Trustee for fee, viz:	150	00				
To Trustee for commission, viz:	258	24	408	24		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	33	00				
Auditor - stating this account	35	00	78	00		
To Trustee for expenses, viz:						
Capital-Gazette Press - advertising sale	42	00				
Capital-Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	53	90				
Michael Fox - auctioneer's fee	248	75				
Fidelity & Deposit Co. - bond premium	28	00				
County & State taxes - 1/1/65 to 6/30/65	59	43				
Miscellaneous notary fees	2	50	449	58		
To Senator Savings & Loan Association - Mortgage						
claim in full as filed	6,640	50				
This balance on account of interest accrued from						
4/24/65	31	50	6,672	00		
					7,607	82
Mortgage claim filed	6,640	50				
Interest on principal balance of $6,429.00 from						
4/24/65 to 9/17/65 - 146 days @ 6%	154	30				
	6,794	80				
Credit amount allowed above	6,672	00				
Balance subject to Decree in Personam	122	80				

LIBER 164 PAGE 213

Hazel Myers, widow, (1) Arnold, Maryland, John A. Myers and June Myers, his wife, (2) 412 Ludlow Road, Annapolis, Maryland, James E. Myers and (3) Betty Myers, his wife, Arnold, Maryland Hazel Myers next of friend	:	No. 13,921 Equity In the Circuit Court for
vs.	:	
Allan Stanley Myers, infant, and Frances Myers, his wife, (4) 301 Colby Circle, Glen Burnie, Md. and Thomas Willis Myers, infant, (5) Dividing Creek Road, Arnold, Maryland.	:	Anne Arundel County

: : : : : : : : :

BILL TO RATIFY AGREEMENT OF SALE

To the Honorable, the Judges of said Court:

Your Orators humbly complaining, respectfully shows:

1.

That by deed dated January 29th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1186, folio 508, Mary R. Lark, widow, conveyed to Hazel Myers, June Myers, James Elmer Myers, Allan Stanley Myers and Thomas Willis Myers, three parcels of ground therein described as tenants in common, share and share alike subject to the life estate of the said Mary R. Lark, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1.

2.

That Mary R. Lark died on the 5th day of January, 1960, and the parties to this suit became entitled to possession.

3.

That on the first day of August, 1960, the parties to this cause entered into a contract to sell 1.93 acres of land, more or less, improved by a dwelling, for the sum of $10,000.00 to John W. Quaker and Arvilla S. Quaker, his wife, a deposit of $500.00 having been paid at the time of the execution of the contract, $500.00 more

FILED 1960 AUG 12 PM 5:03

to be paid upon the day of settlement and $9000.00 to be paid in fifteen years in monthly installments of $73.54 each, said $9000.00 to bear interest at the rate of 5½%, said sale being subject to a commission of $600.00 payable to O.K. Smith, the broker, an original copy of said contract being filed as Plaintiffs' Exhibit No. 2.

4.

That the aforesaid property held as tenants in common as aforesaid cannot be divided in kind without material loss or injury.

To the end, therefore:

1. That this Honorable Court may ratify the said contract of sale in toto and that a trustee may be appointed to receive the balance of the purchase price and execute a deed to the purchasers thereof, to prepare the mortgage account and collect the amounts due thereon and distribute the same under order of this Court.
2. And for such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Attorney for Plaintiffs
9-11 School Street,
Annapolis, Maryland.

LIBER 164 PAGE 215

HAZEL MYERS, et al	: No. 13,921	EQUITY
	: In the Circuit Court	
vs	: for	
ALLAN STANLEY MYERS, minor, and THOMAS WILLIS MYERS, minor	: Anne Arundel County	

: : : : : :

PETITION FOR GUARDIAN AD LITEM AND ORDER THEREON

To the Honorable, the Judges of said Court:

The Petition of Hazel Myers respectfully shows:

1.

That the said Allan Stanley Myers and Thomas Willis Myers, Defendants in the above entitled cause, have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

WHEREFORE your Petitioner prays that this Honorable Court appoint a guardian ad litem to appear and answer for said infants.

And as in duty bound, etc.

George B. Woelfel
Solicitor for Plaintiff & Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify on this 31st day of August, 1960, before me, the subscriber, a notary public of the State of Maryland in and for the county aforesaid, personally appeared Hazel Myers, Petitioner, in the above petition, and made oath in due form of law that the matters and facts set forth in the said petition are true to the best of her personal knowledge and belief.

Witness my hand and seal notarial.

Mary M. Hoff-Notary Public

FILED
1960 SEP -3 AM 11:18

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 6th day of September, in the year 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Ernest F. Cavalcante, be, and he is hereby appointed guardian ad litem to appear and answer for and on behalf of the two infant defendants, Allan Stanley Myers and Thomas Willis Myers.

Matthew J. Evans
Judge

FILED
1960 SEP -6 PM 3:07

LIBER 164 PAGE 217

HAZEL MYERS, et al	: No. 13,921	EQUITY
vs	: In the Circuit Court	
	: for	
ALLAN STANLEY MYERS, et al	: Anne Arundel County	

: : : : : :

PETITION TO AMEND ORIGINAL BILL BY ADDING A NEXT OF FRIEND FOR INFANT, BETTY MYERS, AND BY APPOINTING A GUARDIAN AD LITEM FOR INFANT FRANCES MYERS AND ORDER OF COURT THEREON

To the Honorable, the Judges of said Court:

The Petition of Hazel Myers respectfully shows:

That since the filing of the original bill of complaint and its service on said Defendants, your Petitioner has been informed that two additional original parties are infants, namely Betty Myers a Plaintiff and Frances Myers a Defendant.

WHEREFORE your Petitioner prays:

1. That this Honorable Court allow the Petitioner to amend the bill of complaint, in accordance with Rule 320-Sec. b-3, in title so the record will read that Betty Myers is suing by a next of friend and authority be granted the next of friend to file his or her authorization to use his or her name as next of friend nunc pro tunc.
2. That this Honorable Court appoint Mr. Ernest Floristano as Guardian Ad Litem for infant Defendant, Frances Myers.
3. And for such other and further relief as her case may require.

And as in duty bound, etc.

FILED

1960 SEP 15 AM 10:50

George B. Woelfel

George B. Woelfel
Attorney for Petitioner

ORDER OF COURT

Upon the aforegoing Petition, it is this 15th day of September, 1960, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that Hazel Myers, Plaintiff, be, and she is hereby allowed to amend the bill of complaint, through George B. Woelfel, her solicitor, so the record will read that Betty Myers is suing by a next of friend and authority is hereby granted the next of friend to file his or her authorization to use his or her name as next of friend nunc pro tunc.

And it is further ORDERED by the authority aforesaid that Ernest Floristano, be, and he is hereby appointed Guardian Ad Litem for infant Defendant, Frances Myers.

Matthew R. Evans
Judge

FILED
1960 SEP 15 PM 3:45

LIBER 164 PAGE 219

HAZEL MYERS, et al	: No. 13,921	EQUITY
vs	: In the Circuit Court	
	: for	
ALLAN STANLEY MYERS, et al	: Anne Arundel County	

: : : : : :

ANSWER

To the Honorable, the Judges of said Court:

The joint and several answer of Allan Stanley Myers, Thomas Myers and Frances Myers, infants, by Ernest Florestano, Guardian Ad Litem, duly appointed by Order of this Court, to the bill to ratify agreement of sale respectfully shows:

These Defendants, being infants, cannot admit any of the matters and things in said bill alleged and submit their rights thereunder to the protection of this Court.

Ernest Florestano

Ernest Florestano-Guardian Ad Litem

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1960 SEP 21 PM 2:37

LIBER 164 PAGE 220

no 13,921-Eq

September 15, 1960

I, Hazel Myers, the undersigned, do hereby authorize George B. Woelfel-Attorney to use my name as next of friend in suing for Betty Myers, minor, in accordance with rule 205-d of the rules of practice and procedure.

Hazel Myers

Hazel Myers

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1960 SEP 19 PM 3:25

LIBER 164 PAGE 221

HAZEL MYERS, et al	*	IN
	*	THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ALLAN STANLEY MYERS, et al	*	NO.13,921 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONER

September 30, 1960

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

Henry Bachman, pages 2 - 3.

Oliver K. Smith, pages 4 - 5.

Hazel L. Myers, pages 6 - 7.

June L. Myers, page 8.

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Henry Bachman, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Henry Bachman, Severna Park, Maryland, real estate broker.

2 How long have you been in the real estate business?

A Since 1946.

3 Have you bought and sold real estate in the Third Election District of Anne Arundel County?

A I have.

4 Are you familiar with the prices of real estate in that district?

A I am, thoroughly familiar with it.

5 Have you had opportunity to examine the property in question?

A I have.

6 Tell the Court the size of the lot.

A The lot is approximately 120 feet by 520 feet, at road grade and slopes to the rear, it has some trees and shrubs on it.

7 Are there any improvements on the property?

A The improvements, a two story cottage with an unfinished attic.

8 What is the condition of the improvements?

A The condition of the property is very poor, it's in need of numerous repairs, painting, plastering, wiring, needs a new roof on the back porch.

9 Do you think this property can be divided into five equal parts without material loss or injury?

A It most certainly cannot be sub-divided.

10 Why couldn't you sub-divide it without material loss or injury?

A Well, one reason that you couldn't sub-divide it, it's 120 feet wide and 520 feet long, and you wouldn't be able to build in the rear of it because you couldn't get ingress and egress to it, and you can't divide a house up.

11 Have you had opportunity to examine this contract of sale, which is filed in this case?

A No.

12 Would you say that $10,000.00 is a fair and reasonable price for this property in question?

A In my opinion, $10,000.00 is top price for the property.

13 This contract provides for a deposit of $500.00, $500.00 to be paid on settlement, $9,000.00 to be financed at the rate of 5 1/2% per annum for 15 years, and payments will be $73.54 monthly until the mortgage is paid off. Do you still think that is a fair price for the property?

A I most certainly do, it's in dire need of repairs.

14 Do you think it would be for the benefit and advantage of the infants that this contract be ratified by the Court?

A I do. That property is about 45 years old, the building is constructed of frame, it's german siding, lathe and plaster walls , niobium tube wiring in it, and the roof has recently been replaced, but it does need major repairs on it. In my opinion, $10,000.00 is more than a fair offer for 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 answer.

Answer No

Signature Henry M. Bachman

Oliver K. Smith, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Oliver K. Smith, Pasadena, Maryland.

2 What is your occupation?

A Real estate broker.

3 How long have you been a real estate broker?

A I've been a broker a little over a year, but I've been selling property for about 25 years.

4 Are you familiar with prices and values of property in the Third Election District of Anne Arundel County?

A Yes, I am.

5 You've had opportunity to buy and sell property there?

A Yes sir.

6 Are you familiar with the property mentioned in this contract?

A Yes sir.

7 This contract provides for the sale price of $10,000.00 with $500.00 paid in cash at the signing of the contract, $500.00 to be paid day of settlement, $9000.00 to be paid over a period of 15 years, monthly payments of $73.54. Do you think that is a fair contract?

A Very fair contract.

8 Do you think that price is fair and adequate for the property involved?

A Yes sir, more than fair.

9 Tell the Court what kind of property it is.

A Well, I've had estimates on the property, and one estimate I had, the lowest was just a little under

$6000.00, and that didn't include painting and plastering.

10 That's for the repairs to the property?

A Yes.

11 And do you know whether these infants have any money to make the necessary repairs?

A Well, to my knowledge, they don't, no.

12 How long has the house remained idle?

A I imagine about a year.

13 How large a lot is the property?

A That's approximately 120 by 520 feet.

14 Improved by a house?

A A two story house.

15 Has niobium wiring inside?

A Yes sir.

16 No central heating plant?

A Yes, they have a oil heating system, hot water heat.

17 Do you think the property can be divided in kind without material loss or injury between the 5 parties who own it?

A No.

18 Why do you say that?

A Well, the size of the lot, the lot is only 120 feet wide and you couldn't build in the rear, they'd be no access, and you couldn't divide the building.

19 Do you think it would be for the material advantage and benefit of the infants that this contract of sale be ratified and filed in this Court?

A I certainly do.

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 .....

Hazel L. Myers, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 State your name and address.

A Hazel L. Myers, Dividing Creek Road, Arnold, Maryland.

2 Are you the Hazel Myers, widow, who is made a grantee in this deed?

A Right.

3 Who is Mary R. Lark?

A My mother.

4 Is she living or dead?

A Dead.

5 When did she die?

A January 1960.

6 And this property at Dividing Creek, Arnold, was left in the name of five people?

A Yes.

7 With equal shares?

A Yes.

8 The other four are your children?

A Yes.

9 Can this property be divided in kind without material loss or injury?

A No.

10 Why do you say that?

A One reason, it's too small; and the second reason, we do not have the money to repair the property.

11 Do you think this is a fair sale?

A I think so.

12 Do you think it would be for the benefit of the children

to ratify this sale?

A I do.

13 Why do you say that?

A Because we don't have the money, and the children do not have it.

14 How long has the place remained idle?

A A year.

15 Did you make any effort to rent it during that year or sell it?

A We tried to sell it because we'd have had to put repairs on it to rent it, we did not have the money, and when it was rented before it was destroyed, I was $500.00 at loss.

16 And do you think this is a fair price for the property?

A I do, I'm very much satisfied.

17 And you recommend the Court to ratify this agreement of sale?

A I do.

(DEED AND CONTRACT FILED HEREWITH MARKED EXAMINER'S E EXHIBITS NOS. 1 and 2)

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 ..Hazel L. Myers.....

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June L. Myers, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Woelfel)

1 Give your name and address.

A June L. Myers, 412 Ludlow Road, Annapolis.

2 You heard your mother testify?

A Yes.

3 And you heard your mother's testimony in the case?

A Yes.

4 If you were asked the same questions would your answers be the same as your mother's?

A Yes.

QUESTION BY THE EXAMINER:

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

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

Answer ....No.....

Signature ...June L. Myers.....

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

I hereby certify that the foregoing testimony was taken at the instance of the plaintiff; that I, the undersigned Examiner, was present in the same room with the witnesses through out the taking of the testimony; that the testimony was taken in one day.

Witness my hand and seal this 27th day of October, 1960.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $10.00

REAL ESTATE CONTRACT OF SALE

13.924 Equity

LIBER 164 PAGE 234

This Agreement of Sale, made this 1 ST. day of August nineteen hundred and Sixty, between Hazel Myers, widow, John A. Myers & June Myers, wife, James E. Myers & Betty Myers, his wife, Allan S. Myers & Frances Myers, his wife, and Thomas W. Myers, single, Seller, and John W. Quaker and Arvilla S. Quaker, his wife, Buyers

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in

The Third Election District of Anne Arundel County, Dividing Creek Road Jones Station, being part of the property conveyed by deeds recorded in WNW 19, Folio 288 JHH 396 Folio 302 in fee simple, and being described as follows: Beginning for the same on north side of the County Road leading to Dividing Creek at a pipe placed on the dividing line between the lot hereby described and the lot of Hazel Myers, thence with said Co. Road S 73°55' 00" W 73.97 ft. to another pipe, thence continuing with said road S 55° 59' 00" west 98.18 ft. to a pipe, thence leaving said Co. Road and with the dividing line of John Amoss N 28° 05' 10" W 513.53' to a pipe in the marsh, thence N 55° 59' 40" E 155.12 ft. to another pipe in the marsh at the division line of Hazel Myers, thence with said division line S 29° 46' 10" E 535 ft. to the point of beginning. Containing 1.93 acres, more or less

at and for the price of ~~ten thousand~~ Ten Thousand - - - - - - - - Dollars ($10,000.00)

of which Five Hundred Dollars ($ 500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows:

Five hundred dollars ($500.00) to be paid on the day of settlement. Nine thousand dollars ($9,000.00) to be financed by the seller at the interest rate of five and one half (51/2) per cent per annum for fifteen (15) years. In event adequate financing cannot be arranged, then all monies will be returned and this contract becomes null and void. Included in this sale are all permanent chattels. Settlement to occur on or before forty five (45) days from the date of this contract. It being understood and agreed that the said $9000.00 mortgage shall be amortized monthly by the payment of $73.54 per month so that the entire mortgage will be paid off within fifteen year period and that the $9000.00 shall not be due at the end of the fifteen year period.

O.K. Smith, broker, to get $600.00 commission out of the purchase price.

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

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

1950 AUG 12 PM 5 0

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

O.K. Smith (WITNESS—AS TO SELLER'S SIGNATURE)	Hazel L Myers (SELLER'S SIGNATURE) (SEAL)
O.K. Smith (WITNESS—AS TO SELLER'S SIGNATURE)	Thomas W Myers by Hazel L Myers (SELLER'S SIGNATURE) (SEAL)
O.K. Smith (WITNESS—AS TO BUYER'S SIGNATURE)	Allan S Myers by Hazel L Myers (BUYER'S SIGNATURE) (SEAL)
O.K. Smith (WITNESS—AS TO BUYER'S SIGNATURE)	Frances Myers (BUYER'S SIGNATURE) (SEAL)
John W Quaker (Seal)	James E Myers (Seal) 13.924
Lucas Bros., Balto., Md. Form 19½ Arvilla S Quaker (Seal) Purchasers	Betty Myers (Seal) Myers
	June Myers (Seal) Examiner
Plaintiff's Exh. No. 2	John A Myers (Seal) Exh. 2 E Clauss

13,921 Equity

LIBER 164 PAGE 235 LIBER 1186 PAGE 508

NO TITLE EXAMINATION

No stamps required

This Deed, made this 29th day of January, in the year 1958, by and between Mary R. Lark, widow, hereinafter called party of the first part, and Hazel Myers, June Myers, James Elmer Myers, Allan Stanley Myers and Thomas Willis Myers of Dividing Creek Road, Arnold, Maryland, hereinafter called parties of the second part, WITNESSETH:

That for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants in common, share and share alike, subject, nevertheless, to a life estate which the said grantor does hereby expressly reserve together with the powers hereinafter set forth, all those lots or parcels of ground lying, being and situate in the Third Election District of Anne Arundel County and more particularly described as follows:

1st. Beginning for the same at a stone set at the south-east corner of the property now owned by John A. Fox, and on the north side of the public road leading from Jones' Station to Dividing Creek, and running from thence along the east property line of the said Fox's land N 30° 45', W 964 feet to the outline of the property owned by G.B. Stinchcomb, then easterly along said property for a distance of 63 feet, more or less, then S 30° 45' E 949 feet to the centre of the above mentioned public road, thence S 53° 25' W 60 feet, thence N 30° 45' W 8 feet to the place of beginning, containing 1.3 acres of land.

2nd. Beginning for the same in the centre of the County Road leading from Jones Station to Dividing Creek, and at the south-east corner of the property conveyed to James Morrision, Jr., and wife by Findley Thomas and wife on the 11th day of April, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 75, folio 252, and running along the third line of said conveyance reversely north 30° 45' W, 930 feet corrected distance,

LAW OFFICES
JORGE B. WOELFEL
ANNAPOLIS, MD.

13,921 Eq - Myers & Myers
Examiner's Exh. 1
Plaintiffs' Exh. No. 1 E/Clawans, examiner

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1960 AUG 12 PM 5:0[illegible]

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thence S 89° E; 70 feet, thence S 30° 45', E 890 feet to the centre of the aforesaid County Road, then along the centre of the said County Road S 53° 25' W, 61 feet to the place of beginning, containing 1.2 acres of land.

Being the same property which was conveyed by George B. Woelfel, Trustee, unto Mary R. Lark and Elmer Lark, her husband, by deed dated the 19th day of March, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 396, folio 302, the said Elmer Lark having departed this life December 29th, 1957, thereby vesting a fee simple title in his wife and widow, the said Mary R. Lark.

3rd. Beginning for the same at the southeast corner of the property described in a deed from Findley H. Thomas and Emma May Thomas, his wife, to James Morrison, Jr., and Mary R. Morrison, by a deed dated the 11th day of April, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 75, folio 252, and on the north side of a road leading from Jones' Station to Dividing Creek and running thence northerly 30° 45' westerly 949 feet, more or less, to the outline of the ground heretofore owned by G. B. Stinchcomb, thence easterly along the property of said Stinchcomb 50 feet, more or less, thence southerly 39° 45' easterly and parallel with the first line of the herein described lot 949 feet, more or less, to the west side of the aforesaid road, thence southerly 53 feet 25' westerly binding on the west side of said road fifty feet to the place of beginning.

Being the same property which was conveyed unto James E. Lark and Mary R. Lark, his wife, by Emma M. Thomas and Findley Thomas, her husband, by deed dated the 29th day of August, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 19, folio 268, the said Elmer Lark having departed this life December 29th, 1957, thereby vesting a fee simple title in his wife and widow, the said Mary R. Lark.

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

LAW OFFICES
GE B. WOELFEL
INAPOLIS, MD.

To Have and To hold the above described property unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, in fee simple, as tenants in common, share and share alike, subject to the life estate of the grantor which is herein expressly reserved with full power and authority to the said grantor to grant and convey not only her life estate also the fee simple title and without the purchaser having to look to the application of the purchase money.

And the said party of the first part does hereby covenant that she will warrant specially the title to the property hereby conveyed and that she will execute such other and further assurances thereof as may be requisite.

Witness the hand and seal of the Grantor.

Witness:

Mary M. Hoff

Mary R. Lark (Seal)
Mary R. Lark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 29th day of January, in the year 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Mary R. Lark, widow, and acknowledged the aforegoing deed to be her act.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public
Mary M. Hoff

Rec'd for record Feb 24 1958 at 1:24 P.M.
Mailed to Hazel Myers

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.

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LIBER 164 PAGE 238

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing.....DEED.....is truly taken and copied from Liber G.T.C. No. 1186 folio 508 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 12th day of August A. D., 1960.

George T. Cromwell

Clerk of the Circuit Court for Anne Arundel County

Rew.

LIBER 164 PAGE 239

Hazel Myers, et al	:	No. 13,921 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Allan Stanley Myers, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

SUBMISSION FOR A DECREE

We, the undersigned, do hereby submit the proceedings in this cause for a final decree of Court.

George B. Woelfel
George B. Woelfel
Solicitor for Plaintiffs

Ernest Florestano
Ernest Florestano
Guardian ad litem

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1960 NOV -9 AM 9:30

Hazel Myers, et al,	:	No. 13,921 Equity
	:	In the Circuit Court
vs.	:	for
Allan Stanley Myers, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered and it appearing to the Court that the realty cannot be divided in kind without material loss and injury and that it would be for the advantage and best interest of all parties concerned that the contract of sale filed in this cause should be ratified and confirmed

It is thereupon this 9th day of November, 1960, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that the contract of sale dated August 1st, 1960, for the conveyance of 1.93 acres of land, more or less, in the Third Election District of Anne Arundel County to John W. Quaker and Arvilla S. Quaker, his wife, for the sum of Ten Thousand Dollars subject to the commission of Six Hundred Dollars payable to O.K. Smith, the broker, be and the same is hereby finally ratified and confirmed and that George B. Woelfel, be, and he is hereby, appointed trustee to execute a deed to the said John W. Quaker and Arvilla S. Quaker, his wife, conveying to them all the right, title, interest and estate of the parties to this suit or of those claiming by, from or under them or any of them, in and to the 1.93 acre tract fully described by metes and bounds in the contract of sale filed in these proceedings as Plaintiffs' exhibit No. 2.

And it is further ADJUDGED, ORDERED and DECREED that at the time of delivery of the aforesaid executed deed, the said George B. Woelfel, Trustee, shall prepare and receive from the said John W. Quaker and Arvilla S. Quaker, his wife, a purchase price mortgage for the sum of Nine Thousand Dollars payable in monthly installments of

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Seventy-Three Dollars Fifty-Four Cents each, said monthly payments to continue until the full and just sum of Nine Thousand Dollars and all interest to accumulate thereon at the rate of five and one-half percent is paid and upon payment of the full purchase price and not before, the said Trustee shall then and there execute a release of the aforesaid mortgage.

And it is further ADJUDGED, ORDERED and DECREED that the said Trustee shall not act in the premises until he has filed a good and sufficient bond to be approved by this Court or the Clerk thereof in the penal sum of One 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 order or decree passed in the premises. And after having received the thousand dollar deposit and after having recorded the said purchase price mortgage, said Trustee shall report to this Court his proceedings in the matter and shall be allowed such commission as this Court shall allow after considering the skill and fidelity wherewith he has appeared to discharge his trust.

Matthew L. Evans
Judge

LIBER 164 PAGE 242

LIBER 10 PAGE 435

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

Equity #13,921

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel **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** One Thousand Dollars ($1,000.00) - - - - - - - - - - **, 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 18th **day of** November **, 19** 60.

WHEREAS, by a Decree of the Circuit Court of Anne Arundel County in a cause entitled Hazel Myers, et al vs. Allan Stanley Myers, et al - - Equity #13,921 **dated** November 9, 1960 **,** George B. Woelfel **was appointed Trustee to make sale of the property described in said proceedings, and the said** George B. Woelfel **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:

George B. Woelfel **(SEAL)**

George B. Woelfel **PRINCIPAL**

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 18th day of November, 1960

George T. Cromwell, Clerk

FILED

1960 NOV 18 PM 4:17

In the Case of

LIBER 164 PAGE 243

Hazel Myers,
Widow, et al
vs.
Allan Stanley Myers, Infant,
et al

In the

Circuit Court

For

Anne Arundel County

No. 13,921 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account.

All of which is respectfully submitted.

December 21, 1960

Auditor

FILED

1960 DEC 23 AM 10:59

Dr. Hazel Myers, Widow, et al vs. Allan Stanley Myers, infant, et al in ac.

To Trustee for Commissions, viz:	330	00	330	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	50		
Jos. W. Alton, Jr. - Sheriff's costs	7	50		
Ernest Florestano - Guardian ad Litem's fee	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	10	00		
Auditor - stating this account	18	00	88	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	12	00		
Oliver K. Smith - broker's commission (Decree 11/9/60)	600	00		
Henry M. Bachman - appraisal and testimony	25	00		
Globe Indemnity Co. - bond premium	10	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	11	00		
Mary M. Hoff - notary fee		50	664	00
BALANCE FOR DISTRIBUTION - $8,931.85				
Distributed as follows:				
(1) To Hazel Myers - one-fifth	1,786	37		
(2) To June Myers - one-fifth	1,786	37		
(3) To James E. Myers - one-fifth	1,786	37		
(4) To Allan Stanley Myers - one-fifth	1,786	37		
(5) To Thomas Willis Myers - one-fifth	1,786	37	8,931	85
			10,013	85

with

George B. Woelfel, Trustee

1960						
Nov.	29	Proceeds of Sale (Contract dated 8/1/60)	10,000	00	10,000	00
		Refund 1960 State and County taxes ($166.16) adjusted to 11/29/60	13	85	13	85
					10,013	85

LIBER 164 PAGE 246

ORDER NISI

Hazel Myers, Widow,
et al

VERSUS

Allan Stanley Myers,
infant, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 13,921 Equity

FILED 1960 DEC 23 AM 10:59

ORDERED, This 23rd day of December, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 30th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of January next.

George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of January, 1961, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

FILED

1961 JAN 31 PM 3:20

Benjamin Michaelson
Judge

3

ORDER NISI

Hazel Myers, Widow, et al
VERSUS
Allan Stanley Myers, Infant, et al

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 13,921 Equity

Ordered, this 23rd day of December, 1960, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of January next.

George T. Cromwell, Clerk.
True Copy, TEST:
George T. Cromwell, Clerk.
George B. Woelfel, Atty.
To-Jan. 19.

34

OFFICE OF

LIBER 164 PAGE 247

THE STAR

GLEN BURNIE, MD., January 19. 1961

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 30th day of January 1961, that is to say the same was inserted in the issues of December 29, 1960
January 5,12,19, 1961

STROMBERG PUBLICATIONS, Inc.
Publishers.

By Edith Greenwood

FILED
1961 JAN 20 AM 10:45

LIBER 164 PAGE 248

ROBERT G. JORDAN *
VERA H. JORDAN, his wife,
4110-Fifth Street *
Baltimore, Md. 21225
*
ROLAND W. JORDAN
KATHERINE JORDAN, his wife *
141-68-85th Road
Jamaica, New York *

ESTELLE RICHARDSON *
WILLIAM H. RICHARDSON, her husband
107 Walton Avenue *
Anne Arundel County, Md.
*
LILLIAN CROUCHLEY, widow
214 Linden Avenue *
Westbury, Long Island, N.Y.
*
EMMA B. SAPP
WILLIAM SAPP, her husband *
148 Newburg Avenue
Baltimore, Md. 21228 *

WILLIAM A. JORDAN *
MARY E. JORDAN, his wife
3710 - 5th Street *
Baltimore, Md. 21225
*
VIRGINIA B. GURD
CLARENCE H. GURD, her husband *
3905 - 4th Street
Baltimore, Md. 21225 *

vs *

RUSSELL B. JORDAN *
107 Walton Avenue
Anne Arundel Co., Md. *

*

IN

THE CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 16,277 Equity

* * * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators complaining say:

1. That Nettie Jordan, late of Anne Arundel County, State of Maryland, died on June 30, 1951, and at the time of her death was seized and possessed of certain property in fee simple, known as 105 Walton Avenue, Roland Terrace, Anne Arundel County, and described as follows:

"Lots Numbered 21 and 22 Section 16 Plat A as shown on the Plat of the said property, known as Roland Terrace, the said Plat being duly recorded among the Land Records of Anne Arundel County in Plat Book Liber G.W. No. 1, Section 3, folio 215"

Being the same property contained in a Deed dated May 14,1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 163, folio 388, from A. Risley Ensor, unmarried, to Nettie Jordan, with certain powers, viz: "To Have and To Hold the said lots of ground and premises unto and to the use of the said Nettie Jordan, for and during the term of her natural life, and

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1965 JAN 27 PM 1:38

and with full and absolute power to her, the said Nettie Jordan, at any and all times hereafter, by her separate Deed or Deeds, to sell, mortgage, lease, convey or otherwise dispose of said lots of ground or either of them, as well as the life estate as the remainders therein, and the consideration or considerations therefor to use and dispose of in any manner as to her, the said Nettie Jordan, may seem right, and without there being any obligation on the part of any purchaser, mortgagee or leassee from her to see to the proper application of the purchase moneys or mortgage loans; and upon and in the event of the death of the said Nettie Jordan, without having exercised powers of sale and disposition herein expressly conferred upon her above, as to the life estate and remainder in said lots of ground, then TO HAVE AND TO HOLD the said lots of ground and premises hereinabove described unto and to the use of Robert G. Jordan, Russell B. Jordan, Estelle Richardson, Roland W. Jordan, Lillian Crouchley, Emma B. Sapp, William A. Jordan, and Virgina B. Jordan, children of the said Nettie Jordan, in fee simple; with the understanding between the life tenant and remaindermen that the said remaindermen will maintain the premises herein conveyed as a home for their brother, Russell B. Jordan, until his death".

2. That Nettie Jordan departed this life on June 30, 1951, without having exercised her power of sale, etc., thereby vesting title to said property in the remaindermen mentioned in Deed referred to in Paragraph I. The Deed is filed herewith as "Exhibit No. I, and made a part hereof.

3. That the said Russell B. Jordan has never lived in the said property, nor maintained it as his residence since the death of his mother, Nettie Jordan, but to the contrary has maintained his home with his brothers and sisters. The proceeds of the rents, exclusive of the expenses, on the 105 Walton Avenue property, the subject of this suit, have been used for the benefit and welfare of the said Russell B. Jordan.

4. The Plaintiffs in this cause feel that the property should be sold as it is deteriorating and costs considerably to maintain, the taxes and other public charges are becoming greater thereby lessening the return on said property.

5. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest therein as above stated, and that in order to make a division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

TO THE END, THEREFORE,

1. That a decree may be passed for the sale of the said real estate.

2. That the proceeds of said sale may be distributed between your Petitioners and the said Russell B. Jordan.

3. That your Petitioners may have such other and further relief as their case may require.

AND as in duty bound, etc.

George W. Della, Solicitor
500 Maryland Trust Bldg, Balto, 2

Standley L. Richardson, Solicitor
500 Maryland Trust Bldg, Balto, 2

THIS DEED, Made this 14th day of May in the year one thousand nine hundred and thirty-seven by and between A. Risley Ensor, unmarried, of Baltimore City, in the State of Maryland, of the first part, and Nettie Jordan, of Anne Arundel County, State aforesaid, of the second part.

WITNESSETH, That in consideration of the sum of five dollars and other good and valuable considerations the receipt whereof is hereby acknowledged, the said A. Risley Ensor does grant, convey and assign unto the said Nettie Jordan, for and during the term of her natural life, and with the rights and powers of disposition hereinafter more particularly set out, all those lots or parcels of ground situate, lying and being in Anne Arundel County, in the State of Maryland, and described as follows:

Lots Numbered Twenty-one (21) and Twenty-two (22), Section 16, Plat A, as shown on the Plat of the said property, known as Roland Terrace, the said Plat being duly recorded among the Land Records of Anne Arundel County in Plat Book Liber G.W. No.1, Section 3, folio 215.

BEING the same lots of ground described in a deed from William A. Jordan and Mary E. Jordan, his wife, to the said A. Risley Ensor, dated evenly herewith and recorded among the Land Records of Anne Arundel County simultaneously herewith.

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 lots of ground and premises unto and to the use of the said Nettie Jordan, for and during the term of her natural life, and with full and absolute power to her, the said Nettie Jordan, at any and all times hereafter, by her separate Deed or Deeds, to sell, mortgage, lease, convey or otherwise dispose of said lots or ground, or either of them, as well the life estate as the remainders therein, and the consideration or considerations therefor to use and dispose of in any manner as to her, the said Nettie Jordan may seem right, and without there being any obligation on the part of any purchaser, mortgagee or leassee from her to see to the proper application of the purchase moneys or mortgage loans; and upon and in the event of the death of the said Nettie Jordan, without having exercised powers of sale and disposition herein expressly conferred upon her above, as to the life estate and remainder in said lots

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1983 MAR 30 PM 3:15

Ethel E Clowers Examiner

of ground, then TO HAVE AND TO HOLD the said lots of ground and premises hereinabove described unto and to the use of Robert G. Jordan, Russell B. Jordan, Estelle Richardson, Roland W. Jordan, Lillian Crouchley, Emma B. Sapp, William A. Jordan, and Virgina B. Jordan, children of the said Nettie Jordan, in fee simple; with the understanding between the life tenant and remaindermen that the said remaindermen will maintain the premises herein conveyed as a home for their brother Russell B. Jordan until his death.

AND the said party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the said grantor.

Witness:

Frank Arnold

A Risley Ensor (SEAL)

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, that on this 1st day of May, in the year one thousand nine hundred and thirty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared A. Risley Ensor, the grantor named in the above deed and acknowledged the foregoing deed to be his act.

WITNESS my hand and notarial seal.

Frank Arnold
Notary Public.

FRANK ARNOLD NOTARY PUBLIC BALTIMORE

LIBER 164 PAGE 253

I hereby certify that the property named in this deed has been transferred as [illegible]

Exhibit No. [illegible]

DEED

A. RISLEY ENSOR,
UNMARRIED.

to

NETTIE JORDAN.

Received for Record 20th day of May 1937 at 9:30 o'clock AM and same day recorded in Liber F. A. M., No. 163 Fol. 388 Land Records of Anne Arundel County, [illegible] Clerk.

FRANK Arnold
ATTORNEY AT LAW
843 CALVERT BUILDING
BALTIMORE, MD.

FILED
1935 JAN 27 PM 1:[illegible]

LIBER 164 PAGE 254

ROBERT G. JORDAN, et al	:	No. 16, ~~947~~ 957 EQUITY
vs.	:	IN THE
RUSSELL B. JORDAN	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND COURT ORDER

The petition of Robert G. Jordan and Vera H. Jordan by George W. Della, Standley L. Richardson and Louis M. Strauss, Solicitors, respectfully represent:

1. That as one of the Complainants herein they have joined in these Partition Proceedings with all the heirs of the late Nettie Jordan, with the exception of Russell B. Jordan, who was named as The Sole Respondent.

2. That the Respondent who lives with the Complainants was duly served but because of his physical condition and disability is incapable of attending to his affairs; and therefore to perfect these proceedings a Guardian Ad Litem should answer these proceedings as provided by Rule 205-E.

Wherefore your Petitioner respectfully suggests Thomas E. Chance, an attorney, who is familiar with the title to the Real Estate involved as a Guardian Ad Litem for Russell B. Jordan, he having no interest adverse to said Russell B. Jordan.

And as in duty bound, etc.

George W. Della

Standley L. Richardson

Louis M. Strauss

Louis M. Strauss
Solicitors for Complainants

FILED
1965 FEB 11 AM 9:49

LIBER 164 PAGE 255

ORDER OF COURT

Upon the aforegoing Petition, it is this 16th day of February, 1965, by the Circuit Court for Anne Arundel County, in Equity, Ordered that Thomas P. Chance be, and he is hereby appointed as Guardian ad Litem for Russell B. Jordan, Respondent in these proceedings to answer for and protect the interest of the said Russell B. Jordan according to the rules of this Court and according to Law.

Matthew S. Crane
Judge

FILED
1965 FEB 16 PM 2:13

LIBER 164 PAGE 256

ROBERT C JORDAN, et al

No. 16,~~947~~ 957 Equity

vs

IN THE

Russell B Jordan

CIRCUIT COURT

For Anne Arundel County

ANSWER OF THOMAS E CHANCE, Guardian Ad Litem for Russell B Jordan

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of Thomas E Chance, Guardian ad Litem for Russell B Jordan under Order of this Court respectfully says:

1. That he admits the allegations of each and every paragraph of ~~of~~ the Bill of Complaint and submits his interests to the Juridiction of this Court.

And as in duty bound., etc.,

Thomas E Chance

Guardian Ad Litem for Russell B Jordan.

I hereby certify a copy of the aforegoing was mailed postage prepaid to Messrs. George W Della, Esq., and Standley L Richardson, Esq., this 17th day of February, 1965.,

Thomas E Chance

Thomas E Chance, Guardian ad Litem

FILED

1965 FEB 17 AM 9:25

ROBERT G. JORDAN	*	IN THE
COMPLAINANTS	*	CIRCUIT COURT
VS	*	FOR
RUSSELL B. JORDAN	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	EQUITY #16,957

* *

TESTIMONY ON BEHALF OF THE COMPLAINANTS

MARCH 4, 1965

Present:

Louis M. Strauss)
Stanley L. Richardson) Co- Counsel for Complainants

Thomas E. Chance, Guardian ad Litem for Russell B. Jordan, Respondent

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Robert G. Jordan, pages 2 - 7

Edward N. C. Bradley, pages 8 - 9

William N. Baldwin, pages 10 - 11

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1965 MAR 30 PM 3:14

ROBERT GUY JORDAN, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Strauss)

1 Mr. Jordan, would you give us your name and address, please?

A Robert Guy Jordan, 4110 Fifth Street, Baltimore 25.

2 And you are one of the Complainants in this case?

A Yes.

3 And who is Vera H. Jordan, the other complainant?

A That is mywife.

4 And who is Roland W. Jordan?

A My brother.

5 And his wife is Katherine Jordan, named in the bill of complaint?

A That is right?

6 Who is Estelle Richardson named in the complaint?

A She is my sister.

7 And her husband's name is listed in the Bill of Complaint as William Richardson. His correct name is what?

A Richard E. Richardson.

8 And then his name is erroneously stated as William H. and his correct name is Richard E. Richardson, is that correct?

A Yes, that is correct.

9 And Lillian Crouchley, who is she?

A That is my sister, Lillian.

10 Is she a widow?

A Lillian Crouchly is a widow.

11 And who is Emma B. Sapp?

A Emma B. Sapp is my sister.

12 Her husband is?

A William Sapp.

13 And the other complainant, William A. Jordan, who is he?

A William A. Jordan is my youngest brother.

14 And he is married to?

A Mary Jordan.

15 And who is Virginia B. Gurd?

A That is my younger sister, youngest in the family.

16 She is married to Clarence H. Gurd?

A Clarence H. Gurd.

17 Now these parties that we have just named are all plaintiffs in the case. And the Defendant is Russell B. Jordan, who is he?

A That is my brother.

(Mr. Klawans)

18 Is he married?

A No, he is single.

19 Is he 21 years of age or more?

A He is about 68.

(Mr. Strauss)

20 Are all of the Plaintiffs and Defendant, Russell B. Jordan, all over 21?

A They are all over 21.

21 Now in this bill of complaint, we have spoke of Nettie Jordan in paragraph one, who was she?

A My mother.

22 And is she living?

A No sir.

23 When did she die?

A June 30,1951.

24 And was she a widow then?

A Yes, she was a widow when she died.

25 And did she leave children?

A These, all that is listed are all children.

26 Was that all of her children?

A That is all of the living ones. The oldest one died in infancy.

(Mr. Klawans)

27 In infancy?

A Yes.

(Mr. Strauss)

28 Did she own any property in Anne Arundel County?

A Yes, she owned 107 Walton Ave. I believe that is the number.

29 I hand you what is marked complainants' exhibit #1 --

Mr. Richardson: 105 Walton Ave.

30 I hand you a deed dated May 14, 1937 filed as complainants' exhibit #1, is this the deed by which she acquired the property?

A Yes.

(DEED DATED 14th day of MAY, 1937 RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER F.A.M. 163 FOLIO 388 FILED AND MARKED AS EXAMINER'S EXHIBIT #1)

31 And did she -- this deed provided that she have this property for life with a power of sale. Did she ever sell this property? Your mothernever sold this property?

A Not Walton Ave., no.

32 And this deed further provided that if she didn't exercise the power of sale, this property was to -- described was to be for the use of Robert Jordan, Russell B. Jordan, Estelle Richardson, Roland W. Jordan, Lillian Crouchley, Emma B. Sapp and William A. Jordan and Virginia B. Jordan. Are those the parties to this case?

A Yes, that is right.

33 And Virginia B. Jordan named in here is called Virginia B. Gurd. She has been married since this deed?

A Yes.

34 And you were to hold this property as remaindermen with the understanding that your brother, Russell B. Jordan, shall have it as a home during his lifetime. Now is Russell B. Jordan living in this property now?

A No, he never has since her death.

35 And is he incapacitated and the Court has appointed a guardian ad litem for him, is that correct?

A That is correct.

36 And with whom does he live?

A He lives on a circuit. He lives with all of us. He lives -- there are five of us close by in Maryland and Brooklyn and Baltimore. And he lives about two months each year with each one of us.

37 Is that by agreement?

A That is by agreement.

38 And he doesn't occupy this home, as provided in this deed?

A No.

39 What have you been doing with this home?

A We have been renting it and crediting his account with the proceeds of the rent. And accumulating -- we have tried to accumulate something in case he died because he only had $200 insurance.

40 And is it feasible and practical and economical feasibly to maintain this home now?

A Well, we don't think it is. It is more trouble than it is worth. More trouble than we can do otherwise.

41 Can you divide it in kind amongst the heirs and amongst the brother?

A I don't understand that.

42 Can it be divided up so that each of you get an equal share? There is just one house isn't it on these two lots?

A Oh yes. It is one property.

43 Well then, what, in your opinion, is the best thing to do with it if your brother is not living in it?

A We think that it shouldbe sold and distributed -- that we could use it for a fund to maintain him. Use the proceeds in case he gets sick because he is getting quite old now. We have money to pay his expenses.

44 How old a man is he?

A 68.

(Mr. Klawans)

45 Would he be physically able to live in this house by himself?

A No. He is more or less like an infant. He is very easy to manage. He is subject to orders that a two year old child would be. Moreso, because he will do what you tell him but he doesn't have any knowledge. In his younger days, he had a spine ailment before he got out of the third grade.

46 Well, he couldn't take care of himself and live there by himself?

A Oh no, no. We don't leave him by himself over two hours at a time because he -- we don't know what might happen.

(Mr. Strauss)

47 Will you describe this house? What kind of a house is it?

A Well, it is a frame house.

48 How many rooms?

A Two bedrooms, a living room, a kitchen -- a big kitchen and a bath. It is not a big kitchen. You could use it to eat, I think.

The house is situated on a lot 50x150, I think.

49 What does it rent for?

A Well, we have rented it from $50.00. At the present time, my sister told me today, we are renting it for $65.00.

50 A month?

A A month. And we pay the water bill.

51 And taxes and insurance?

A Taxes and insurance. And the tenant pays the heat and electric.

(Mr. Klawans)

52 Was the estate of your mother administered?

STRAUSS: There hasn't been administration on her estate.

RICHARDSON: It wouldn't be necessary under these circumstances because she had the power of sale directly to her death.

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 Robert G. Jordan

EDWARD N. C. BRADLEY, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Strauss)

1 Mr. Bradley, would you give us your name and address?

A Edward N. C. Bradley, 500 Central Ave., Glen Burnie.

2 Now Mr. Bradley, have you appraised property in Anne Arundel County and testified in this Court in relation to the values?

A I have.

3 Are you familiar with the property which is the subject matter of this suit, namely, lots 21, 22, Section 16, Plat A, Roland Terrace?

A Yes sir.

4 And improvements thereon?

A Yes.

5 Did you make an inspection thereof for the purpose of making an appraisal and testifying in this case?

A I did.

6 Will you tell the Court what the property consists of?

A Well, it consists of two lots 25 each by 125 feet depth, improved with a frame bungalow, 26x22. It has a living room, kitchen, two small bedrooms and a bath. It doesn't have a basement, just on the foundation, which is concrete block. It is heated with a gas heater, like a stove space heater. It has a gas furnance in the attic but it is one that circulates down and I understand it is not satisfactory, from the tenant.

7 And what, in your opinion, is the fair market value of this property?

A Well, I came to the conclusion that due to the fact of the type of house it is and fair market value would be $6500.

8 In your opinion, could this property be divided in kind without

injury amongst eight interests?

A No sir.

9 Without injury to the parties?

A No.

10 Could not, you say?

A No.

11 What, in your opinion, is the best thing to do with it?

A Would be to sell it as a whole. It is the only thing you can do.

12 And divide the proceeds?

A And the proceeds to the heirs.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature Earl M. Bradley

WILLIAM N. BALDWIN, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Strauss)

1 Mr. Baldwin, would you state your name and address?

A William N. Baldwin, 29 Franklin Street, Annapolis, Maryland.

2 Mr. Baldwin, have you appraised property for court proceedings in this Court?

A I have.

3 And did you have an occasion to examire the property we are speaking about, Lots 21, 22, known as 105 Walton?

A Yes sir, today.

4 Walton Ave., Roland Terrace?

A Yes, I did, today.

5 And what does this property consist of, sir?

A Consists of Lots 21 and 22, 25x125. The lots being that dimension. And the house is a frame, small bungalow 26x22. The rooms are very small. The outside of the house is in very good condition. The attic is unfinished and the heating plant, I don't think is too satisfactory in it because they tried to, I think, implement the furnance with one up in the attic and it possibly doesn't work possibly as well as an ordinary furnance would-- good furnance.

6 What, inyour opinion, is the fair market value of this property?

A I'd say $6500 would be a very fair market price.

7 In your opinion, is the property of such nature that it could be divided among eight parts without injury to the parties of the property?

A I think that would be impossible.

8 Then, in your opinion, what is the best thing to do with it?

A I think it should be sold and the proceeds distributed.

STRAUSS: Mr. Klawans, we will file six of interest -- of the consent to file these proceedings. Mr. Chance representing the seventh interest and Mr. Robert G. Jordan is here, in person. That takes care of all eight interests.

(CONSENTS FILED AS EXAMINER'S EXHIBIT #2)

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature [illegible]

2

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

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

Witness my hand and seal this 29th day of March, 1965

Emanuel Klawans (SEAL)
Emanuel Klawans Examiner

E. K. $~~20~~.00 30.00

C. T. $11.00

141-68 85th Road
Jamaica, New York
August 25, 1964

Mr. William A. Jordan
3710 Fifth Street
Baltimore, Maryland 21225

Dear Sir:

Re: House and Lot - 105 Walton Avenue
Roland Terrace Property

Please be advised that my wife and myself are in favor of a settlement and disposal of the above mentioned property, and hereby agree to contribute our share of the estimated cost of the legal procedure.

Since you are long familiar with the problems concerning the property, and being the youngest of the brothers, I think it is better that you (William A. Jordan) file the proceedings.

Yours truly

Roland W. Jordan

Katharine Jordan (wife)

August 25, 1964

MAX RABINOWITZ
Notary Public, State of New York
No. 41-8370050
Qualified in Queens County
Term Expires March 30, 1966

FILED
1965 MAR 30 PM 3:15

LIBER 164 PAGE 273

Mrs. Virginia B. Gued
3905 - 4th. St.
Baltimore, Md. 21225

August 11, 1964

RE: House and Lot -105 Walton Avenue
Roland Terrace Property

Enclosed is a copy of letter from Mr. George W. Della, Attorney, describing procedure and estimated cost for settlement of the referenced property.

Several of the parties involved have indicated their consent for settlement and disposal of this property. If you agree and are willing to contribute your share of the cost estimated at $110. to $150. each when needed, please let me know in writing signed by both you and your spouse.

Please name also the person who is to file proceedings.

Yours truly,

William A. Jordan

William A. Jordan
3710 Fifth Street
Baltimore, Maryland 21225

E. Clavans
Examiner

Mr William Jordan
3710 Fifth Street
Baltimore, Maryland

August 21, 1964.

Dear William,

Clarence and I have read both letters in regards to selling our parent's home. We are in accord with what the lawyer suggests and agree to pay our part of whatever it cost to get said property settled in a legal and satisfactory manner.

Since Robert is the oldest child, it would probably be best if he filed the necessary proceedings.

Sincerely,

(Mrs) Virginia B. Gurd
Clarence H. Gurd

24

LIBER 164 PAGE 275

Mrs. Estelle N. Richardson
107 Walton Ave.
Baltimore, Md. 21225

August 11, 1964

RE: House and Lot -105 Walton Avenue
Roland Terrace Property

Enclosed is a copy of letter from Mr. George W. Della, Attorney, describing procedure and estimated cost for settlement of the referenced property.

Several of the parties involved have indicated their consent for settlement and disposal of this property. If you agree and are willing to contribute your share of the cost estimated at $110. to $150. each when needed, please let me know in writing signed by both you and your spouse.

Please name also the person who is to file proceedings.

Yours truly,

William A. Jordan

William A. Jordan
3710 Fifth Street
Baltimore, Maryland 21225

We are in accord with having settlement made at 105 property at 105 Walton Ave. William A Jordan to file proceedings.

Richard E. Richardson

Estelle N. Richardson
Eth 2 E/Clearway Examiner

ASSOCIATES
STANDLEY L. RICHARDSON
CARL H. LEHMANN, JR.

GEORGE W. DELLA
ATTORNEY AT LAW
800 MARYLAND TRUST BUILDING
BALTIMORE 2, MARYLAND

LEXINGTON 9-7886

LIBER 164 PAGE 276

May 7, 1964

Mr. Robert G. Jordan
4110 5th Street
Baltimore, Maryland 21225

Re: Property known as Roland Terrace

Dear Mr. Jordan:

In reviewing your deed it will be necessary to file proceedings by one brother against the remaining brothers and sisters and their respective spouses asking the Court for an appointment of a trustee to sell the property and then the trustee would make a report to the Court as to the division of the proceeds of the sale, whether it be by private or public auction. It is a long and drawn out proceeding wherein it is necessary that appraisers be appointed to give a valuation of the property; testimony must be taken before a Court or Court Examiner; a sale is then made; a report to the Court by the Trustee and the division of the funds is then made by the Trustee and the Trustee is then discharged by the Court.

It is further complicated by having the Court appoint someone to answer for your brother and to accept the funds that would belong to him after the sale has been consummated.

I can further visualize a greater problem if this is not accomplished at this time, because if there is a death of any of the remaindermen as listed in this deed, the surviving spouse would have a dower interest in the property and any surviving children of them would have an interest, so that instead of having eight persons interested in the sale, it could be a greater number of heirs not mentioned in the deed.

I have estimated that the cost of filing suit, having appraisers appointed, taking testimony, trustee's commissions and Court costs could run between $750.00 and $1,000.00.

I am returning your deed herewith and will await your further advices.

Very truly yours,

GWD:s

Eph L. E. Rawson Examiner

I readily agree to the settlement and disposal of the said property, and will pay my share of expences. I suggest Robert G. Jordan to file proceedings.

Mrs. Emma B. Sapp
Mr. William Sapp

Mrs. Lillian G. Crouchley
Apt. 9 Linden Court
214 Linden Ave.
Westbury, Long Island
~~New York 214~~
New York

August 11, 1964

RE: House and Lot -105 Walton Avenue
Roland Terrace Property

Enclosed is a copy of letter from Mr. George W. Della, Attorney, describing procedure and estimated cost for settlement of the referenced property.

Several of the parties involved have indicated their consent for settlement and disposal of this property. If you agree and are willing to contribute your share of the cost estimated at $110. to $150. each when needed, please let me know in writing signed by both you and your spouse.

Please name also the person who is to file proceedings.

Yours truly,

William A. Jordan

William A. Jordan
3710 Fifth Street
Baltimore, Maryland 21225

Aug. 29/64

I Lillian G. Crouchley am willing to sell the Estate of my mother Mrs Martha Nettie Jordan, The Property at 105 Walton Ave. Roland Terrace House and Lot RE: Brooklyn, Baltimore Md.

I also name William A. Jordan the person who is to file proceedings

Yours Truly

Lillian Georgia Crouchley

Ethel E. Clawans, Examiner

P.S. I also name Robert G. Jordan to be my Representative in Court

LIBER 164 PAGE 279

Mrs. Emma B. Sapp
148 Newburgh Ave.
Baltimore, Md. 21228

August 11, 1964

RE: House and Lot -105 Walton Avenue
Roland Terrace Property

Enclosed is a copy of letter from Mr. George W. Della, Attorney, describing procedure and estimated cost for settlement of the referenced property.

Several of the parties involved have indicated their consent for settlement and disposal of this property. If you agree and are willing to contribute your share of the cost estimated at $110. to $150. each when needed, please let me know in writing signed by both you and your spouse.

Please name also the person who is to file proceedings.

Yours truly,

William A. Jordan

William A. Jordan
3710 Fifth Street
Baltimore, Maryland 21225

Edw L E/Clawson, Examiner

Mr. William A. Jordan
3710 - 5th St.
Baltimore, Md. 21225

August 11, 1964

LIBER 164 PAGE 280

RE: House and Lot -105 Walton Avenue
Roland Terrace Property

Enclosed is a copy of letter from Mr. George W. Della, Attorney, describing procedure and estimated cost for settlement of the referenced property.

Several of the parties involved have indicated their consent for settlement and disposal of this property. If you agree and are willing to contribute your share of the cost estimated at $110. to $150. each when needed, please let me know in writing signed by both you and your spouse.

Please name also the person who is to file proceedings.

Yours truly,

William A. Jordan

William A. Jordan
3710 Fifth Street
Baltimore, Maryland 21225

Copy sent to all seven (7) heirs aug. 11, 1964, - excluding 8th heir Benjamin Russell Jordan

We consent to settlement and disposal of this property:

William A. Jordan — 9/2/64
Mary E. Jordan -- 9/2/64
Edw L E Clawson Examiner

32

ASSOCIATES
STANDLEY L. RICHARDSON
CARL H. LEHMANN, JR.

GEORGE W. DELLA
ATTORNEY AT LAW
500 MARYLAND TRUST BUILDING
BALTIMORE 2, MARYLAND

LEXINGTON 9-7888

LIBER 164 PAGE 281

May 7, 1964

Mr. Robert G. Jordan
4110 5th Street
Baltimore, Maryland 21225

Copy sent to all seven (7) heirs Aug 11, 1964 - excluding 8th heir, Benjamin Russell Jordan

Re: Property known as Roland Terrace

Dear Mr. Jordan:

In reviewing your deed it will be necessary to file proceedings by one brother against the remaining brothers and sisters and their respective spouses asking the Court for an appointment of a trustee to sell the property and then the trustee would make a report to the Court as to the division of the proceeds of the sale, whether it be by private or public auction. It is a long and drawn out proceeding wherein it is necessary that appraisers be appointed to give a valuation of the property; testimony must be taken before a Court or Court Examiner; a sale is then made; a report to the Court by the Trustee and the division of the funds is then made by the Trustee and the Trustee is then discharged by the Court.

It is further complicated by having the Court appoint someone to answer for your brother and to accept the funds that would belong to him after the sale has been consummated.

I can further visualize a greater problem if this is not accomplished at this time, because if there is a death of any of the remaindermen as listed in this deed, the surviving spouse would have a dower interest in the property and any surviving children of them would have an interest, so that instead of having eight persons interested in the sale, it could be a greater number of heirs not mentioned in the deed.

I have estimated that the cost of filing suit, having appraisers appointed, taking testimony, trustee's commissions and Court costs could run between $750.00 and $1,000.00.

I am returning your deed herewith and will await your further advices.

Very truly yours,

GWD:s

ROBERT G. JORDAN, ET AL, : No. 16,957 Equity

Plaintiffs, In The Circuit Court For

v Anne Arundel County.

RUSSELL B. JORDAN, :

Defendant.

REPORT OF MASTER IN CHANCERY

This is an action for partition sale of realty and distribution of the proceeds between Russell B. Jordan and the petitioners.

The evidence shows the following:

1. By deed dated 5/14/37, recorded FA. 163 p. 388, in evidence as Exhibit 1, A. Risley Ensor conveyed lots 21 and 22 Section 16 Plat A of Roland Terrace, Anne Arundel County, Maryland, to Nettie Jordan for her life time, with power in her to lease, mortgage, or convey the remainder, with remainder in fee simple to Robert G. Jordan, Russell B. Jordan, Estelle Richardson, Roland W. Jordan, Lillian Crouchley, Emma B. Sapp, William A. Jordan, and Virginia B. Jordan, "with the understanding between the life tenant and remaindermen that the said remaindermen will maintain the premises herein conveyed as a home for their brother Russell B. Jordan until his death." The life tenant has died without exercising the power.

2. The realty consists of a lot 50' x 125', improved by a frame bungalow 26' x 22' without basement and heated by an unsatisfactory space gas heater, valued by two experts at $6,500.00. It cannot be divided in kind.

3. Russell Jordan suffered a spine injury in childhood, as result of which he has the mentality of a child, and cannot live alone. None of the other remaindermen reside in this realty. Russell Jordan has been living two months of each year with each of five of the other remaindermen by agreement among them. the realty has been rented for $50 per month, at present $65 per month, and the net proceeds credited to account of Russell Jordan in attempt to accumulate enough for his funeral if he dies. A witness testifies that keeping this realty is more trouble than it is worth. Russell Jordan is 68 years old, and unmarried.

4. All of the remaindermen except Russell Jordan, and their spouses, if any, are parties plaintiff to this action. None of the plaintiffs have signed the bill of complaint. Two solicitors have signed it but have not stated that they represent the plaintiffs. I suppose that it is sufficiently implied that they do

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represent all of the plaintiffs. Signatures of the solicitors seems sufficient without signatures of the plaintiffs themselves. (Rules 3, 302, 329g. CJS Equity sec. 180. Am. Jur. Equity sec. 230).

5. Summons was served upon Russell B. Jordan who is the only defendant. Petition was filed for appointment of a guardian ad litem for him, on the ground that he is incapable of attending to his own affairs. The Court appointed a guardian ad litem, who filed answer admitting the facts alleged and submitting the interests of Russell B. Jordan to the jurisdiction of the Court. This procedure seems sufficient to subject his interests to the jurisdiction of the Court. (R. 5R, 205E). Rule R70 which requires service upon the person having custody of his person or estate seems not to apply, as nobody has such custody officially, and actual custody is in the plaintiffs so that service upon them would be useless formality.

RECOMMENDATIONS

The mother of the parties caused title to the realty to be placed in herself for her life time with power to dispose of the fee simple by deed, and remainder in fee simple in her eight children equally, "with the understanding between the life tenant and the remaindermen that the said remaindermen will maintain the premises herein conveyed as a home for their brother Russell B. Jordan until his death."

The quoted provision was not a precatory one which the other remaindermen might perform or not as they pleased, but was an imperative obligation on their part, because Russell B. Jordan could not provide for himself if the others elected not to provide for him and one of the primary objectives of the life tenant was to secure that the others would take care of him, to the best of her ability and resources.

The parties knew that Russell B. Jordan could not live alone and care for himself or support himself. They must have understood and intended that the obligation of the other remaindermen to maintain the premises "as a home for their brother Russell B. Jordan" extended beyond mere maintenance of the premises and included obligation to care for him and maintain and support him so as to amount to a "home" for him. It was intended that they provide him with a home.

Not all of the other remaindermen could live in these premises which had only two small bedrooms. It was not expressly stipulated that any of them should do so in order to provide care and support for Russell B. Jordan in the premises, nor would it

be fair to imply that one was to do so in order to perform the collective obligation to provide Russell B. Jordan with care and support and make a home for him. No reason is apparent why it should be material whether he was cared for and a home made for him in these particular premises or any other place in which the other remaindermen lived. The true understanding and intention of the parties was that the other remaindermen were to care for Russell B. Jordan and support him in their homes wherever this might be; and the provision that the realty be maintained until his death was intended merely to be security for performance of this obligation. This construction of the understanding of the parties is supported by the fact that this is what the other remaindermen have in fact done.

None of the other remaindermen live in this realty, or will do so. Russell B. Jordan cannot live there alone, and the realty is useless to him as a home. The other remaindermen, who have 7/8ths of the beneficial title and interest in this realty, subject to rights of Russell B. Jordan to its security, believe it is advisable that the realty be sold. Under these circumstances, where the intention of the life tenant that the realty itself be retained as a home for Russell B. Jordan cannot be effectuated except disadvantageously to him, the Court should order a sale of the realty, at request of the other remaindermen, if (1) the proceeds of sale stand in place of the realty as security that the other remaindermen will provide Russell B. Jordan with an adequate home, care and support, and (2) the proceeds of sale will be as good security for this as is the realty itself. On this latter question, much weight should be given to the wishes of the other remaindermen. If the plaintiffs will consent to a decree that the net proceeds of sale be held in trust until death of Russell B. Jordan, as security for his care, support and maintenance, it is recommended that such decree be passed by the Court.

3/31/65 Testimony was filed.

4/11/65 The case will be ready for decree. Solicitor for plaintiffs states that he desires to prepare a consent decree as above.

E. R. Chauncey

Master In Chancery

LIBER 164 PAGE 285

ROBERT G. JORDAN, et al	:	IN THE
vs.	:	CIRCUIT COURT
RUSSELL B. JORDAN	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	Equity No. 16,957

: : : : : : : : : :

DECREE FOR SALE OF REALTY

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

It is thereupon, this 22nd day of April, 1965, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and Decreed that the property mentioned in these proceedings be sold, that George W. Della and Louis M. Strauss, 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 file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety to be approved by the Clerk of this Court in the Penalty of Eight Thousand (8,000.00) Dollars, conditioned for the faithful performance of the Trust reposed in them by this decree, or any further or other Decree or Order in the premises; they shall then proceed to make said Sale, having given at least three weeks notice by advertisement, inserted in some newspaper or newspapers pbulished in Anne Arundel County, giving the time, manner, place and terms of said sale, which terms shall provide for at least Fifteen Percent Cash and the balance upon ratification of Sale by this Court, unpaid balance upon settlement with interest and upon payment of the whole Purchase Price as aforesaid. The said Trustees shall by good and sufficient deed, grant and convey unto the Purchaser or Purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Complainants or Respondents, and those claiming by, from or under them, or either of them; the said Trustees shall bring into this

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Court the monies and proceeds arising from said Sale to be invested or distributed for benefit of care for Russell B. Jordan, Incompetent, under direction of this Court, after deducting the Costs of this Suit and such Commissions to the Trustees as this Court may think proper.

George Sachse
Judge

Counsel for Complainants and Respondent consent to the passage of the aforegoing Decree.

George W. DELLIT
Standley L. Richardson
Solicitors for Complainant

Standley L. Richardson
Thomas D. Clance
Guardian Ad Litem for Respondent

G 22056

LIBER 164 PAGE 287

LIBER 13 PAGE 149

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 479871

Equity #16,957

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George W. Della and Louis M. Strauss - - - - - - 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 Eight Thousand and 00/100 Dollars ($8,000.00) 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 30th day of April, 1965

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Robert G. Jordan, et ux, etal vs. Russell B. Jordan dated April 22, 1965, George W Della and Louis M. Strauss- - - - - - - - were appointed Trustees to make sale of the property described in said proceedings, and the said George W. Della and Louis M. Strauss 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.

WITNESS:

Loretta C. Shallcross

Loretta C. Shallcross

George W. Della (SEAL) PRINCIPAL

Louis M. Strauss (SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Bond approved this 4th day of May, 1965

Louis N. Phipps, Clerk

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39

LIBER 164 PAGE 288

George W. Della
Louis M. Strauss
Solicitors
Annapolis, Maryland

Equity 16, 957

In the

Circuit Court For Anne Arundel County

TRUSTEE'S SALE

OF VALUABLE

LOTS AND IMPROVEMENTS

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, in Equity, passed in proceedings designated as Equity No. 16,957, the undersigned trustees will sell at public Auction, on the premises known as No. 105 Walton Ave., Roland Terrace, 5th District, Anne Arundel County, Maryland, on

FRIDAY, JUNE 25, 1965 (D.S.T.)

AT 11 O'CLOCK A.M.

All those two lots of ground and improvements thereon designated as Lots Nos. 21 and 22, Sect. 16, Plat A, Plat of Roland Terrace, improvements known as 105 Walton Avenue, more particularly described as follows:

Those two lots of ground in Fifth Election District of Anne Arundel County facing in and on Walton Ave., as shown on a Plat of "Roland Terrace" at Lots Nos. 21 and 22, Section 16, Plat A, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, Folio 215, and being more fully described in a deed dated May 14, 1937, and recorded among Land Records aforesaid in Liber F.A.M. 163, fol. 388.

LIBER 164 PAGE 289

Improved by a modern Dwelling, containing Living Room, Kitchen, Bath and two bedrooms, known and designated as 105 Walton Avenue, Roland Terrace.

TERMS OF SALE: A deposit of fifteen per cent (15%) of the purchase price to be paid in cash on the day of Sale, deferred payment to bear interest at the rate of 6% per annum from date of sale. Taxes and other public charges, if any, to be adjusted at time of settlement following ratification of Sale by the Circuit Court for Anne Arundel County.

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GEORGE W. DELLA
LOUIS M. STRAUSS,
Trustees.

CERTIFICATE OF AUCTIONEER ROBERT H CAMPBELL

I HEREBY CERTIFY I SOLD THE WITHIN DESCRIBED PROPERTY AS ADVERTISED AT PUBLIC AUCTION TO AND UNTO Wallace Reid AT ANE FOR THE SUM OF $ 8,000.00 as the highest bidder therefore.

That No bidding was discouraged.

Robert H Campbell
Auctioneer

Certificate of Purchaser

I HEREBY CERTIFY:

That I, Wallace Reid of Brooklyn, Md. Bel No 95

purchased the afore described property as is of the date above set out at and for the sum of $ 8,000.00 under the terms above set out.

That no bidding was discouraged

Wallace Reid
Purchaser

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

Sworn To: Mildred F. Bean
Notary Public.

ROBERT G JORDAN, et al LIBER 164 PAGE 290 Equity No. 16,957

vs

RUSSELL B JORDAN

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

REPORT OF SALE OF REALTY BY TRUSTEES

George W Della and Louis M Strauss, Trustees in these proceedings respectfully reports:

That after giving Bond with security for the faithful performance of their Trust, and having complied with all other pre-requisites required by the Decree and the Rules of Practice and Procedure, and having given Notice of the Time, Place and manner and terms of sale of the realty to be sold, by advertisement in the Weekly Gazette, a newspaper published in Anne Arundel County, and by Posting the property, all in conformity with the Decree passed herein , did pursuant to said Notice attend the sale, on June 25th, 1965 at 11:A.M., and did then and there at public sale , sell the property and improvements thereon described in these proceedings at and for the sum of Eight Thousand Dollars ($8,000.00) to Wallace Reid, he being the highest bidder therefore. (Being Lots Nos. 21 and 22 Plat A Roland Terrace described in Deed recorded F.AM-No. 163 folio 388. Anne Arundel County Land Records, Maryland.

Respectfully submitted,

Louis M Strauss

Trustees

STATE OF MARYLAND, Anne Arundel County

I hereby certify that on this 25th day of June, 1965., personally appeared Louis M Strauss, Trustee, in aforesaid Proceedings and made oath that neither he nor George W Della , Co Trustee did not directly or indirectly discourage any one from bidding for the real Estate hereby reported as sold, and that the sale was fairly made., and file attached hereto affidavit of Auctioneer and Purchaser corrobrating same.

Mildred F. Dean

Notary Public.

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ORDER NISI

LIBER 164 PAGE 291

ROBERT G. JORDAN, et al

versus

RUSSELL B. JORDAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,957 Equity

Ordered, this 29th day of June, 19 65, That the sale of the property in these proceedings mentioned made and reported by George W. Della and Louis M. Strauss, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of August next.

The report states that the amount of sale was $ 8,000.00.

Louis N. Phipps Clerk.

True Copy,

George W. Della, Atty.
(Final Order)

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

ROBERT G. JORDAN, et al

versus

RUSSELL B. JORDAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3RD day of August, 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. Mackay Childs
JUDGE.

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42

GEORGE W. DELLA
LOUIS M. STRAUSS
Solicitors
Annapolis, Maryland

Trustee's Sale

OF VALUABLE LOTS AND IMPROVEMENTS

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, in Equity, passed in proceedings designated as Equity No. 16,957., the undersigned trustees, will sell at public Auction, on the premises known as No. 105 Walton Ave., Roland Terrace, 5th District Anne Arundel County, Maryland, on.

FRIDAY, JUNE 25, 1965 (D.S.T.) AT 11 O'CLOCK A.M.

All those two lots of ground and improvements thereon designated as Lots Nos. 21 and 22 Sect 16, Plat A, Plat of Roland Terrace, improvements known as 105 Walton Avenue, more particularly described as follows:

Those two lots of ground in Fifth Election District of Anne Arundel County facing in and on Walton Ave., as shown on a Plat of "Roland Terrace" as Lots Nos. 21 and 22, Section 16 Plat A, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3 Folio 215., and being more fully described in a deed dated May 14, 1937., and recorded among Land Records aforesaid in Liber F.A.M. 163 fol. 388.

Improved by a modern Dwelling, containing Living Room, Kitchen, Bath and two bed rooms, known and designated as 105 Walton Avenue, Roland Terrace.

TERMS OF SALE: A deposit of fifteen per cent (15 per cent) of the purchase price to be paid in cash on the day of Sale, deferred payments to bear interest at the rate of 6 per cent per annum from date of sale. Taxes and other public charges, if any to be adjusted at time of settlement following ratification of Sale by the Circuit Court for Anne Arundel County.

GEORGE W. DELLA
LOUIS M. STRAUSS,
Trustees.

Ju-24

43

OFFICE OF

LIBER 164 PAGE 292

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1965

We hereby certify, that the annexed Trustee's Sale Eq. # 16,957 105 Walton Ave, Roland 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 25th day of June, 1965. The first insertion being made the 3rd day of June 1965.

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1965 JUN 29 PM 1:25

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 164 PAGE 293

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,957 Equity
ROBERT G. JORDAN, et al
RUSSELL B. JORDAN

Ordered, this 29th day of June, 1965, That the sale of the property in these proceedings mentioned made and reported by George W. Della and Louis M. Strauss, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of August next.

The report states that the amount of sale was $8,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Jy-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1965

We hereby certify, that the annexed Order Nisi Sale Eq 16,957 Robert G Jordan, 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 2nd day of August, 1965. The first insertion being made the 1st day of July, 1965.

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1965 JUL 26 PM 1:43

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

44 No. M. G. 9443

In the Case of

ROBERT C. JORDAN, et ux, et al

vs.

RUSSELL B. JORDAN

In the

Circuit Court

For

Anne Arundel County

No. 16,957 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 SEP -9 PM 3: 11

All of which is respectfully submitted.

September 9, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 27 day of September, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

George Sachse
Judge.

Clerk
Per: ....., deputy

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1965 SEP 27 AM 9: 04

,15

Dr. ROBERT G. JORDAN, et ux, et al, vs. RUSSELL B. JORDAN

In Acct. with GEORGE W. DELLA and LOUIS M. STRAUSS, Trustees

					Cr.	
1965, June 25						
Proceeds of Sale	8,000	00				
Interest on deferred payment of $6,800.00 from						
6/25/65 to 8/23/65 @ 6%	65	73	8,065	73		
Refund 1965 A. A. Co. Sanitary charges	3	72				
Notary fees	1	00	4	72		
					8,070	45
To Trustees for Attorney's fee - Court Order 9/8/65	200	00				
To Trustees for commissions, viz:	271	97	471	97		
To Trustees for Court Costs, Viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court Costs	76	00				
William R. Huggins, Sheriffs costs	2	00				
Emanuel Klawans - examiner's fee	30	00				
Conchita D. Tuers - stenographer's fee	11	00				
Thomas E. Chance - Guardian ad Litem fee	4	00				
Auditor - stating this account	35	00	168	00		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	64	76				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	50	00				
Globe Indemnity Co. - bond premium	32	00				
1965 County taxes - 7/1/65 to 8/23/65	14	51				
Metered Water Rent to 8/23/65	6	00				
One-half cost documentary stamps	13	20				
Mildred F. Bean - notary fees	1	00	214	50		
This balance for investment or distribution						
subject to further Order of Court	7,215	98	7,215	98		
					8,070	45

EX PARTE : IN THE

IN THE MATTER OF LIBER 164 PAGE 296 CIRCUIT COURT

HENRY E. SIEVERT : OF

An Incompetent : ANNE ARUNDEL COUNTY

: : : : : : : : : : : : : : : : : No. 12,343 Equity

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of William C. Sievert respectfully represents unto your Honor:

1. That your Petitioner, William C. Sievert, a resident of Anne Arundel County, Maryland, is the son and sole child of Henry E. Sievert.

2. That the said Henry E. Sievert was admitted as a patient in the Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, on October 25, 1945, and because of mental incompetency he is now unable to manage and govern his own property and affairs.

3. That it is necessary that a trustee be appointed to take charge and manage the property and assets of the said Henry E. Sievert, which said property and assets, according to the best information and belief of your Petitioner, consists of a one-third interest in property known as Lots Nos. 1 and 2 as shown on a Plat of Cypress Gardens, Third Election District, Anne Arundel County, which said plat is recorded among the Plat records of Anne Arundel County in Cabinet 2 Rod E-1, of an approximate total value of Two Thousand ($2,000.00) Dollars.

4. That the cause, nature, extent and probable duration of the incompetence of the said Henry E. Sievert are certified to by the annexed certificates, subscribed and sworn to by Dr. Gertrude J. Fleischmann and Dr. Isadore Tuerk, both of whom are medical doctors and have practiced as neuropsychiatrists for more than five years, who further recommend that the appearance of the incompetent be dispensed with.

5. That your Petitioner desires and requests, in the event this Court appoints a trustee for the said Henry E. Sievert, that it appoint your Petitioner, the said William C. Sievert.

FILED

1957 SEP 27 AM 11:16

WHEREFORE your Petitioner prays:

1. That this Honorable Court pass an order in accordance with the provisions of Chapter 480 of the Acts of 1943;

2. That a Trustee be appointed to take charge of and manage the property and estate of the said Henry E.Sievert;

3. That your Petitioner may have such other and further relief as the nature of his cause may require.

AND AS IN DUTY BOUND, ETC.

W. Edward Plitt,
Solicitor for Petitioner
1402 Fidelity Building
Baltimore 1, Maryland

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of September, 1957, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Wm. C. Sievert and made oath in due form of law that the matters and facts set forth and contained in the foregoing petition are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Mary Louise Willeke, Notary Public

Physician's Certificate of Mental Incompetence

No. 12,348 Equity

LIBER 164 PAGE 298

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 13th day of September, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Isadore Tuerk, M.D. who made oath in due form of law that he is and has been for the past 18 years a neuropsychiatrist in the Spring Grove State Hospital, Catonsville, Maryland that Henry E. Sievert was admitted as a patient in the Spring Grove State Hospital on the 25th day of October, 19 45, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Henry E. Sievert from time to time, his last examination being on September 12, 1957, that from the opportunity afforded him of observing the said Henry E. Sievert, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome with senile brain disease, that the nature of such mental disability is manifested by confusion, disorientation, poor memory and indistinct speech;

that the extent and probable duration of the incompetency of the said Henry E. Sievert is total and permanent.

He is further of the opinion that due to the present condition of Henry E. Sievert, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

Isadore Tuerk, M.D.

Isadore Tuerk, M. D. AFFIANT

Sworn to before me this 13th day of September, 19 57

Vincent F. Ferri

Vincent F. Ferri NOTARY PUBLIC

My commission expires: May 4, 1959

FILED

1957 SEP 27 AM 11:16

S.G.82A

Exhibits

3

Physician's Certificate of Mental Incompetence

No. 12,343 Equity

LIBER 164 PAGE 299

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 13th day of September, 19 57, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Gertrude J. Fleischmann, M.D. who made oath in due form of law that he is and has been for the past 12 years a neuropsychiatrist in the Spring Grove State Hospital, Catonsville 28, Md. that Henry E. Sievert was admitted as a patient in the Spring Grove State Hospital on the 25th day of October, 19 45, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Henry E. Sievert from time to time, his last examination being on September 12, 1957, that from the opportunity afforded him of observing the said Henry E. Sievert, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome with senile brain disease, that the nature of such mental disability is manifested by confusion, disorientation, poor memory and indistinct speech;

that the extent and probable duration of the incompetency of the said Henry E. Sievert is total and permanent.

He is further of the opinion that due to the present condition of Henry E. Sievert, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

Gertrude J. Fleischmann
Dr. Gertrude J. Fleischmann AFFIANT

Sworn to before me this 13th day of September, 19 57

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 4, 1959

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SG.82A
1957 SEP 27 AM 11:17

Exhibits

Physician's Certificate of Mental Incompetence

No. 12,343 Equity

ORDER 164 PAGE 300

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 12th day of December, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Gertrude J. Fleischmann, M.D. who made oath in due form of law that she is and has been for the past 12 years a neuropsychiatrist in the Spring Grove State Hospital, Catonsville, Md. that Henry E. Sievert was admitted as a patient in the Spring Grove State Hospital on the 25th day of October, 19 45, and has been ever since and is now a patient therein; that in the course of ~~his~~ her duties ~~he~~ she has attended the said Henry E. Sievert from time to time, ~~his~~ her last examination being on December 12, 1958, that from the opportunity afforded him of observing the said Henry E. Sievert s, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is chronic brain syndrome due to senile brain disease, that the nature of such mental disability is characterized by memory deficits, labile affect and disorientation;

that the extent and probable duration of the incompetency of the said Henry E. Sievert is total and permanent.

SHe is further of the opinion that due to the present condition of Henry E. Sievert, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

1958 DEC 17 AM 10:01

Gertrude J. Fleischmann M.D.
Gertrude J. Fleischmann, M. D. AFFIANT

Sworn to before me this 12th day of December, 19 58

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 4, 1959

SG.82A

5

Physician's Certificate of Mental Incompetence

No. 12,343 Equity

LIBER 164 PAGE 301

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY Certify that on this 11th day of December, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Bruno Radauskas, M.D. who made oath in due form of law that he is and has been for the past 8 years a neuropsychiatrist in the State of Maryland that Henry E. Sievert was admitted as a patient in the Spring Grove State Hospital on the 25th day of October, 1945, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Henry E. Sievert from time to time, his last examination being on December 11, 1958, that from the opportunity afforded him of observing the said Henry E. Sievert, he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome associated with senile brain disease, that the nature of such mental disability is characterized by disorientation, impairment of speech and hearing, inappropriate affect, marked impairment of memory and other intellectual functions; that the extent and probable duration of the incompetency of the said Henry E. Sievert is total and permanent.

He is further of the opinion that due to the present condition of Henry E. Sievert, and the premises of said petition, that it would serve no useful purpose to have him appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate, and it is recommended that his presence be dispensed with.

Bruno Radauskas M.D.
Bruno Radauskas, M. D. AFFIANT

Sworn to before me this 11th day of December, 19 58

Vincent F. Ferri
Vincent F. Ferri NOTARY PUBLIC
My commission expires: May 4, 1959

SG.82A

1958 DEC 17 AM 10:01
FILED

EX PARTE

IN THE MATTER OF

HENRY E. SIEVERT

An Incompetent

LIBER 164 PAGE 302

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

: : : : : : : : : : : : : No. 12,343 Equity

ORDER

Upon the aforegoing Petition, Affidavit and Certificates, it is this 17th day of December, 1958,

ORDERED BY THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY that summons be issued to HENRY E. SIEVERT, directed to him at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, to be served upon him within 10 days; and that within the same time a copy of said summons, and this Order, shall be left with Dr. Isadore Tuerk, Director of the said hospital, who has the care and supervision of the said Henry E. Sievert at the same address.

AND IT IS FURTHER ORDERED that a hearing on the aforesaid Petition shall be, and it is hereby set on the 2 day of January, 1959, allowance being hereby granted for an appearance and answer at any time before or after decree.

Matthew S. Brown
Judge

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1958 DEC 18 AM 9:31

LIBER 164 PAGE 303

EX PARTE IN THE MATTER OF HENRY E. SIEVERT, An Incompetent		IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY No. 12,343 Equity

. . . . . .

D E C R E E

The proceedings in this matter having been read and considered, it is this 22nd day of July, 1959, by the Circuit Court of Anne Arundel County;

ORDERED and DECREED, That Henry E. Sievert be and he is hereby declared incompetent by reason of mental disability and that William C. Sievert be and he is hereby appointed Trustee to take charge of and manage all of the property, real, personal and mixed, belonging to the said Henry E. Sievert or in which he may have an interest and to receive any and all funds which may be due, or which may become due to the said incompetent from any source whatever and to execute receipts therefor as may from time to time be necessary, and

It is further ORDERED and DECREED that the said Trustee shall manage the property of the incompetent and may, upon proper Order of this Court, expend cash for the incompetent's support and maintenance, and,

It is further ORDERED and DECREED that before William C. Sievert shall act as such Trustee he shall give bond in the penalty of one thousand Dollars to the State of Maryland, with a corporate surety to be approved by the Court for the faithful discharge of his duties as such Trustee.

Matthew S. Evans
Judge

1959 July 22

8

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LIBER 164 PAGE 304
LIBER 10 PAGE 54

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 12,343 EQUITY

KNOW ALL MEN BY THESE PRESENTS: That we, WILLIAM C. SIEVERT, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, or its certain attorneys, in the full and just sum of ONE THOUSAND ----- ($1,000.00) --- Dollars, to the payment whereof well and truly to be made and done we and each of us bind ourselves jointly and severally, firmly by these presents, and our respective heirs, executors, administrators and assigns.

WHEREAS by an ORDER of the Circuit Court for Anne Arundel County, in Equity, dated July 22, 1959, in a cause therein pending entitled "Ex Parte In The Matter of Henry E. Sievert, an In-/competent No. 12,343 Equity, the above bounden ~~Mxxxx~~ WILLIAM C. SIEVERT was appointed Trustee of the person and estate of the said incompetent upon his filing a bond in the penal sum of ONE THOUSAND ($1,000.00) ---------- Dollars, conditioned upon the faithful performance of the trust imposed upon him and the approval of the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said WILLIAM C. SIEVERT ----------, shall faithfully perform the trust imposed upon him by said ORDER and shall obey such further orders as the Court may make in relation of said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

SIGNED, sealed and dated this 23rd day of July, 1959.

WITNESS:

W. Edward Plitt

W. Edward Plitt, as to both

William C. Sievert (SEAL)

William C. Sievert PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins IV

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

SURETY

Bond filed and approved
this 23rd day of July 1959
George T. Cromwell, Clerk

FILED

1959 JUL 23 PM 2:14

9

EX PARTE IN THE MATTER OF HENRY E. SIEVERT, An Incompetent	* LIBER 164 PAGE 305 * * * *	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY No. 12,343 Equity

* * * * * * * * *

PETITION FOR SALE

Your Petitioner, William C. Sievert, Trustee of Henry E. Sievert, Incompetent, by W. Edward Plitt, his Solicitor, respectfully represents unto your Honor:

(1) That heretofore, on July 22, 1959, he was appointed Trustee of the property of Henry E. Sievert, Incompetent, by this Honorable Court, and duly qualified by the filing with the Court of his approved bond, on July 23, 1959.

(2) That in his Petition for appointment of a trustee to manage the affairs of his father, Henry E. Sievert, he alleged that the property and assets of the said incompetent consisted of a one-third interest in the fee simple property known as Lots no. 1 and 2, as shown on a Plat of Cypress Gardens, Third Election District, Anne Arundel County, which said Plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod E-1, of an approximate value of Two Thousand Dollars ($2,000.00), conveyed by Deed dated April 28, 1945, and recorded among the Land Records of Anne Arundel County in Liber J H H no. 330 folio 241 etc., from Leonard J. Meyer and Julia L. Meyer, his wife, unto the said Henry E. Sievert, Dora Sievert, his wife and your Petitioner, as joint tenants.

(3) That your Petitioner and Dora Sievert have obtained purchasers, namely, Benjamin O. Garver and Mary Loretta Garver, for the entire fee simple interest in the above-mentioned property, for the total price of Ten Thousand Five Hundred Dollars ($10,500.00), of which the interest of the said Incompetent amounts to Three Thousand Five Hundred Dollars ($3,500.00).

(4) That your Petitioner has obtained appraisals of two competent real estate appraisers familiar with real estate values in the vicinity of the property herein described; that the price offered is fair and reasonable, and

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1959 JUL 29 AM 10:59

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that the said sale is to the benefit of the said Incompetent.

Wherefore your Petitioner prays:

(1) That this Honorable Court authorize that the testimony of competent persons be taken before an Examiner of this Court to establish the allegations of this Petition.

(2) That, upon the establishment of the said allegations as aforesaid, this Court pass its Decree authorizing your Petitioner to sell the one-third interest in the property described in these proceedings owned by the said Incompetent, and to convey the same to the said purchasers.

(3) That he may have such other and further relief as the nature of his cause may require.

AND AS IN DUTY BOUND, ETC.

W. Edward Plitt

W. Edward Plitt,
Solicitor for Petitioner
1402 Fidelity Building
Baltimore 1, Maryland

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of July, 1959, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared William C. Sievert and made oath in due form of law that the matters and facts set forth and contained in the foregoing petition are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

W. EDWARD PLITT NOTARY PUBLIC BALTIMORE COUNTY, MD.

W. Edward Plitt

W. Edward Plitt, Notary Public

EX PARTE	LIBER 164 PAGE 307	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
HENRY E. SIEVERT,	*	OF
An Incompetent	*	ANNE ARUNDEL COUNTY
	*	No. 12,343 Equity

ORDER

UPON the aforegoing Petition For Sale, it is this 30th day of July, 1959, by the Circuit Court of Anne Arundel County;

ORDERED, That these proceedings be referred to an Examiner of this Court for the purpose of taking testimony to establish the allegations of the said Petition.

Matthew H. Evans
Judge

FILED

1959 JUL 31 AM 10:13

12

EX PARTE	*	IN THE CIRCUIT COURT FOR
IN THE MATTER OF	*	ANNE ARUNDEL COUNTY
HENRY E. SIEVERT, an incompetent	*	NO. 12,343 EQUITY

* * * *

TESTIMONY ON BEHALF OF PETITIONER

July 23, 1959

Present:

Mr. W. Edward Plitt, Solicitor for Petitioner

Mr. Emanuel Klawans, Court Examiner

Mrs. Irene Hazel, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 -3.

Fred E. Voges, pages 4.

William C. Sievert, pages 5 - 6.

FILED

1959 AUG -3 AM 11:49

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

(Mr. Plitt)

1 Will you state your name, please?

A T. Carroll Worthington.

2 And your occupation?

A Realtor.

3 Mr. Worthington, you are familiar with the values of real estate in Anne Arundel County?

A I am.

4 And are you familiar with the value of real estate in the vicinity of the Cypress Creek area?

A I am.

5 Inthe Third Election District?

A I am.

6 Mr. Worthington, have you examined the property including improvements known as Lots No. 1 and 2 in Cypress Gardens in the Third Election District of Anne Arundel County?

A I looked at that on July 15th, 1959.

7 Would you describe, please, the land and improvements?

A This property consist of two lots, 110 ft. on Cypress Creek, or branch of Cypress Creek, with an average depth of about 200 ft. There's a hard road running to the property, it is improved by a one story, frame, composition roof dwelling, and the outside walls are imitation brick. It has 3 bedrooms, living room, dining room, kitchen and bath, it has a floor furnace, fired by oil, pump, well and septic tank. There's also a garage 20 x 20, that's concrete block.

(Mr. Klawans)

8 What condition of repair is it in?

A The place is in fair condition.

14

(Mr. Plitt)

9 Mr. Worthington, did you make an appraisal on my request of the value of this property at this time?

A I did.

10 And what is the monetary appraisal that you put on this property?

A Ninety Seven Hundred and Fifty Dollars ($9750.00).

11 Is that in conformity with real estate values in the area?

A It is.

(Mr. Klawans)

12 Do you think the property is susceptible of division in kind without loss or injury to the parties?

A It is not.

QUESTION BY THE EXAMINER:

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

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

Answer.....No.....

Signature.....

L 16

Fred E. Voges, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Plitt)

1 Will you state your name, please?

A Fred E. Voges, 3 Church Circle.

2 And your occupation?

A Realtor.

3 And are you familiar with real estate values in the Third Election District of Anne Arundel County, and in particular in the Cypress Gardens area?

A I am.

4 And have you at my request made an appraisal of property known as Lots No. 1 and 2 in Cypress Gardens in the Third Election District of Anne Arundel County?

A I have, on July 15, 1959.

5 Mr. Voges, you've heard the description of the property given by Mr. Worthington, do you have anything to add to that or correct of any kind, or is it as described by Mr. Worthington?

A The property is as described by Mr. Worthington.

6 You then agree with the appraisal of Mr. Worthington?

A That is right.

7 From your experience, this valuation is in conformity with property values at this time?

A I think it's in line with property values at this time, yes.

8 Do you have anything you wish to add to your own testimony or in amplification of what Mr. Worthington had to say?

A No, I believe it has been well covered here.

(Mr. Klawans)

9 Do you think the property is susceptible of division in kind without loss or injury to the parties?

A It is not, it could not be divided into three parts.

QUESTION BY THE EXAMINER:

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

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

Answer.....No.....

Signature.....Fred E. Vogus.....

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

(Mr. Plitt)

1 Will you state your name, sir?

A William C. Sievert.

2 Mr. Sievert, you are one-third owner of the property known as Lots No. 1 and 2 Cypress Gardens in the Third Election District of Anne Arundel County, is that correct? You are a joint tenant?

A I'm a joint tenant.

3 With Henry E. Sievert and with Dora Sievert?

A That's right.

4 Mr. Sievert, I show you a deed from Leonard J. Meyer and wife to Henry E. Sievert, Dora Sievert and William C. Sievert, and I ask you to identify this paper, would you, please? Is this the deed to the property

A known as Lots 1 and 2 in Cypress Gardens in the Third Election District of Anne Arundel County?

A That's it.

5 And that deed is dated April 28th, 1945?

A That's right. Filed as Examiner's Exh. 1

6 Mr. Sievert, is there now outstanding a contract of sale for this property?

A There is.

7 And at what price, Mr. Sievert?

A Ten Thousand Five Hundred ($10,500.00).

8 Now, you and your mother have already agreed to the sale of this property at that price?

A Yes, we have.

9 Mr. Sievert, as a joint tenant of this property, do you believe the purchase price to be a fair and reasonable value for the property?

A Yes, I do.

(Mr. Klawans)

10 Do you think it is advisable to sell this property from the interest of the incompetent?

A Yes, it is.

11 Do you know any reason why it is to the advantage of Henry E. Sievert to sell this property?

A The only advantage would be to sell this property off.

12 Mr. Seivert, I show you a contract of sale, which you have signed and which your mother has signed, and which Benjamin O. Garner and Mary Lorreta Garner have signed as prospective purchasers of this property. This contract recites the price of $10,500.00, do you identify this as a contract of sale which is pending for the sale of this property, should we obtain Court approval to sell the interest of your father, Henry E. Sievert?

A Yes sir, I do

(CONTRACT FILED HEREWITH MARKED EXAMINER'S EX.2)

20

QUESTION BY THE EXAMINER:

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

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

Answer...No.....

Signature...William C. Siewert.....

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

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

Witness my hand and seal this 3rd day of August, 1959.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00 Paid
I.H. $8.00 Paid

FEE-SIMPLE DEED—Code—City or C 40

LIBER 164 PAGE 318

This Deed, Made this 28th day of April

in the year one thousand nine hundred and forty five, by and between Leonard J.Meyer and Julia L. Meyer, his wife

of Anne Arundel County in the State of Maryland, of the first part, and Henry E. Sievert and Dora Sievert, his wife and William C. Sievert of the same place

of the second part.

Witnesseth, that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged Dollars,

the said Leonard J. Meyer and Julia L. Meyer, his wife

do grant and convey unto the said Henry E. Sievert and Dora Sievert, his wife and William C. Sievert, their son as joint tenants

their heirs and assigns, in fee simple, all those two lots of ground, situate, lying and being in Third Election District of Anne Arundel County, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~ Being known and designated as Lots numbers 1 and 2 as shown on a plat of Cypress Garden, which plat is of record among the Plat Records of Anne Arundel County in Cabinet 2 Rod E 1, said lots having a combined frontage of one hundred and ten feet more or less on Cypress Creek.

BEING the same two lots of ground which were granted and conveyed by Charles L. Pumphrey and Wife to the said Grantors by Deed dated December 29, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 299 folio 176 etc.

This property is conveyed subject to the same covenants and conditions and restrictions as are contained in a Deed from Charles L. Pumphrey and Wife

1949 AUG 23 AM 10 49

23 12,343 Eq. In Re Henry Sievert Incompetent. E. Clairaut, Esq. Examiner

which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 224 folio 74 etc.

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 lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Henry E. Sievert and Dora Sievert, his wife and William C. Sievert, their son as joint tenants, their

heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

Witness the hand and seal of said grantor

TEST:

Gustavus A. Korb
Gustavus A. Korb

Leonard J. Meyer (SEAL)
Leonard J. Meyer

Julia L. Meyer (SEAL)
Julia L. Meyer

26

STATE OF MARYLAND, CITY OF BALTIMORE, **to wit:**

LIBER 164 PAGE 320

I HEREBY CERTIFY, That on this 28th day of April in the year one thousand nine hundred and forty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Leonard J. Meyer and Julia L. Meyer, his wife

the above named grantor s, and they each acknowledged the foregoing Deed to be their respective act.

As Witness my hand and Notarial Seal.

Gustavus A Korb

Gustavus A.Korb Notary Public.

DEED

TAXES PAID
TO DEC. 31, 1945
FROM THOMAS W. DAVIS
Treas.

Leonard J. Meyer

and Julia L. Meyer, his wife

TO

Henry E. Sievert and Dora Sievert, his wife and William C. Sievert, their Son

BLOCK NO.

Received for Record 2 May, 1945 at 12:10 o'clock P.M. Same day recorded in Liber J.H.H. No. 330 Folio 241 &c., one of the Land Records of Baltimore A. A. Co., and examined per John H. Hopkins, 3rd, Clerk.

Cost of Record, $

Gustavus A.Korb
Attorney at Law
New Amsterdam Bldg.
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

$2.75
.50 Tax
$3.25 Paid

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold, Clerk

CONTRACT OF SALE

OFFICES OF

CHAS. H. STEFFEY

(INCORPORATED)

18 E. LEXINGTON ST.
BALTIMORE 2, MARYLAND

Realtors
Chas H Steffey
18 E. Lexington St.

LIBER 164 PAGE 321

This Agreement, Made this day of May nineteen hundred and fifty-eight, between HENRY E. SIEVERT (incompetent) and DORA D. SIEVERT, his wife, and WILLIAM C. SIEVERT, parties- -

of the first part, HEREINAFTER CALLED, SELLER, AND BENJAMIN O. GARNER and MARY LORRETA GARNER, his wife, parties- -

of the second part, HEREINAFTER CALLED, BUYER.

Witnesseth, that the said Seller hereby bargain and sell unto the said Buyer, and the latter doth hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County, State of Maryland.
viz:

Property located on Cypress Creek, having a lot size 110' x 200', more or less, and being improved by a frame bungalow and two car garage, all in fee simple.

Included in the sale are the following: Kitchen stove, oil burner, screens, window shades, linoleum, electric light fixtures, and curtain rods.

IT IS FURTHER AGREED that this contract is contingent upon the sale of the property known as Main Street at Carroll Road, improved lot #3 & 4, Sec. 5, within 120 days of the date hereof.

Subject to restrictive covenants, easements and agreements of record (if any) and to possessory rights of tenant thereof (if any).

at and for the price of TEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS- - - - - - - - - - - - -

of which FIVE HUNDRED and 00/100 DOLLARS ($500.00)- - - - - - - - - - - - - - - - - - - -

have been paid prior to the signing hereof, and the balance is to be paid as follows: TEN THOUSAND and 00/100 DOLLARS ($10,500.00), in cash on or before one hundred twenty (120) days from the date hereof at which time settlement shall be held and possession given.

AT THE REQUEST and for the benefit of the Purchasers, Chas. H. Steffey, Inc., will use its best efforts to secure a written commitment for a first mortgage loan, in the sum of SEVEN THOUSAND, FIVE HUNDRED ($7,500.00) and 00/100 DOLLARS, secured by the afore mentioned lease hold property, for a term of twenty (20) years with interest at six (6%) per cent per annum, repayable in equal monthly installments of FIFTY-THREE ($53.74) and 74/100 DOLLARS for principal and interest only, plus one-twelfth (1/12th) of the annual fixed charges, on the Maryland Title Guarantee Company form of mortgage. The respective purchasers, jointly and severally, agree to execute the mortgage and pay the cost of title, recording of mortgage and all incidental costs pertaining thereto.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer. Taxes, all other public dues and charges, Ground Rent, Water Rent, and Rent paid in advance, if any, to be paid or allowed for by the Seller to date of settlement- - - - - - Federal and State deed stamps to be equally divided between the parties hereto.

IT IS AGREED, That the Seller shall cause the Fire Insurance Policies on the above described property to be endorsed at once for the account of the Buyer herein so far as their interests may appear. It is understood that Fire Insurance to the amount of $ is now in force on the property and will continue in force during the continuance of this Contract.

IT IS AGREED, Between the parties hereto, that in the event title to said premises proves unmarketable, the deposit money already paid shall be refunded and in such event, no action or right of action, either at law or in equity shall accrue to either party to this contract, except for the return of the deposit money paid hereunder.

IT IS AGREED, That the "Seller" will pay to Chas. H. Steffey, Incorporated, commissions as established by The Real Estate Board of Baltimore on the purchase price as stated herein. Commissions due and payable on the signing of this Contract.

THIS CONTRACT contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations except those herein written.

WITNESS, our hands and seals, in

TEST:

TEST		
[signature]	Henry E. Sievert	(SEAL)
[signature]	Dora D. Sievert [signature]	(SEAL)
[signature]	x William C. Sievert [signature] William C. Sievert	(SEAL)
[signature]	Benjamin O. Garner [signature] Benjamin O. Garner	(SEAL)
	Mary Lorretta Garner [signature] Mary Lorreta Garner	(SEAL)
		(SEAL)

12343 Eq.
27 In Re Henry E. Sievert, Incompetent

Examined 6th [illegible] 2
E. Clavans

LIBER 164 PAGE 322

EX PARTE IN THE MATTER OF	:	IN THE
HENRY E. SIEVERT,	:	CIRCUIT COURT
An Incompetent	:	OF
	:	ANNE ARUNDEL COUNTY
	:	No. 12,343 Equity

: : : : : : : : : : :

MOTION FOR LEAVE TO AMEND PETITION FOR SALE

Your Petitioner, William C. Sievert, Trustee of Henry E. Sievert, Incompetent, by W. Edward Plitt, his Solicitor, respectfully represents and begs leave to amend his Petition for Sale heretofore filed in this matter, in the following manner:

(1) By insertion of the words " that the said property is not divisible in kind;" in paragraph (4) immediately following the word " described " in line three.

(2) By insertion of the following at the end of paragraph (3), " and that the Contract of Sale to be filed as an Exhibit in these proceedings has, by agreement of the parties, been extended so that settlement may be held within a reasonable time after this Honorable Court shall authorize the sale with respect to the interest of the incompetent."

AND AS IN DUTY BOUND, ETC.

W. Edward Plitt
Solicitor for Petitioner

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1959 SEP 21 AM 9:31

28

LIBER 164 PAGE 323

ORDER

UPON the aforegoing Motion For Leave To Amend Petition For Sale, it is this 21st day of September, 1959, by the Circuit Court of Anne Arundel County;

ORDERED, That leave is hereby granted to amend and the Petition for Sale heretofore filed in these proceedings is hereby amended in accordance with the aforegoing Motion.

Matthew S. Evans
Judge

FILED
1959 SEP 21 AM 10:33

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LIBER 164 PAGE 324

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
HENRY E. SIEVERT,	*	OF
An Incompetent	*	ANNE ARUNDEL COUNTY
	*	No. 12,343 Equity

* * * * * * * * *

D E C R E E

This cause standing ready for hearing and it appearing from the testimony of two competent real estate brokers and of other competent and discreet persons that the price offered is fair and reasonable and that it is to the advantage of the Incompetent that the property described in the aforegoing Petition For Sale be sold, it is this 24th day of ~~August~~ September, 1959, by the Circuit Court of Anne Arundel County;

ORDERED, ADJUDGED and DECREED, That William C. Sievert, Trustee, be and he is hereby authorized to sell the one-third interest in the property described in these proceedings and owned by the said Incompetent (one-third being owned by William C. Sievert and one-third being owned by Dora D. Sievert) and described in an Agreement of Sale heretofore filed in these proceedings, and the same is hereby ratified, confirmed and approved, and that William C. Sievert, Trustee, upon payment to him of the purchase money, shall unite with the other parties in title and convey all of the right, title and interest of the Incompetent in and to the said property, and after receiving the net proceeds the said Trustee shall bring the money into Court to be administered under the direction of this Court, and it further appearing that the said Trustee is presently bonded for One Thousand Dollars ($1,000), and that the net proceeds of the sale will exceed this sum, the Trustee is directed to file an additional bond in the amount of three thousand dollars

Matthew P. Evans
Judge

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LIBER 164 PAGE 325

LIBER 10 PAGE 92

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

12,343 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William C. Sievert, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000.00), 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 1st day of October, 1959.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County in a cause entitled "Ex Parte In The Matter of Henry E. Sievert, An Incompetent" No. 12,343 Equity, dated September 24, 1959, the said William C. Sievert was appointed Trustee to make sale of the property described in said proceedings, and the said William C. Sievert has executed said power and made sale of the property described in said proceedings.

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 said Trustee shall faithfully perform and execute the trust reposed in him or to be reposed in him by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

William C. Sievert (SEAL)
William C. Sievert, PRINCIPAL

Kathleen L. Woelfel
Kathleen L. Woelfel, as to both

GLOBE INDEMNITY COMPANY, a body corporate

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

Surety

Bond filed and approved
This 2nd day of October 1959
George T. Cromwell, Clerk

FILED

1959 OCT -2 AM 9:22

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LIBER 164 PAGE 326

EX PARTE IN THE MATTER OF		IN THE
HENRY E. SIEVERT,	*	CIRCUIT COURT
An Incompetent	*	OF
	*	ANNE ARUNDEL COUNTY
	*	No. 12,343 Equity
	*	
	*	

* *

PETITION

Your Petitioner, William C. Sievert, Trustee of Henry E. Sievert, Incompetent, by W. Edward Plitt, his Solicitor, respectfully represents unto your Honor:

1. That heretofore, on July 22, 1959, he was appointed Trustee of the property and estate of Henry E. Sievert, Incompetent, by this Honorable Court, and duly qualified by the filing with the Court of his approved Bond, on July 23, 1959.

2. That this Honorable Court subsequently authorized, and after a Report of Sale, ratified and confirmed the sale of a one-third interest in the fee simple property known as Lots Nos. 1 and 2, as shown on a Plat of Cypress Gardens, Third Election District, Anne Arundel County, at and for the net price of Three Thousand Five Hundred Dollars ($3,500.00), which, after the expenses of sale and of the proceedings, was reduced to a total sum of Two Thousand Eight Hundred sixty Dollars and ninety-three cents ($2,860.93), which said sum was deposited on September 28, 1960 for the benefit of Henry E. Sievert, Incompetent.

3. That from and after July 22, 1959 he received the sum of Seventy-four Dollars ($74.00) per month from Social Security Adminstration as trustee for the said incompetent until the death of the said incompetent on August 19, 1964, a total of sixty (60) months or Four Thousan Four Hundred Forty Dollars ($4,440.00), and that he received as interest upon

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the deposits of the incompetent's estate a total of Three Hundred Forty-three Dollars and Ninety-two cents ($343.92), making a total of receipts of Seven Thousand Six Hundred Forty-three Dollars and Eighty-six cents ($7,643.86).

4. That Dora Sievert, wife of the incompetent, lived with your Petitioner until her death on May 18, 1962, and from July 22, 1959 until the said date of death, your Petitioner expended from the estate of the said incompetent an average of Thirty-five Dollars ($35.00) per week for the period of One Hundred Forty-Seven (147) weeks or a total of Five Thousand One Hundred Forty-five Dollars ($5,145.00) for the care, support and maintenance of the said Dora Sievert, wife of the said incompetent.

5. That upon the death of the said wife of the said incompetent your Petitioner expended the sum of One Thousand Twenty-nine Dollars ($1,029.00) to the Singleton Funeral Home, Glen Burnie, Maryland; Two Hundred Eighty-five Dollars ($285.00) for a burial lot for the said incompetent and his said wife; One Hundred Fourteen Dollars and Twenty-five cents ($114.25) to St. Agnes Hospital, Baltimore, Maryland, for hospital care and treatment of the said Dora Sievert during her terminal illness, and Three Hundred Fifty-Five Dollars and Thirty-five cents ($355.35) for a memorial or grave marker for the said incompetent and his said wife, a total of Seventeen Hundred Eighty-three Dollars and Sixty cents ($1,783.60).

6. That from July 22, 1959 until his death on August 19, 1964, the said incompetent was in Spring Grove State Hospital, and your Petitioner visited with him approximately once per week and on each occasion provided the said incompetent with funds with which to provide clothing and items of creature comforts, in no case less than Five Dollars ($5.00) per wee, and on many occasions in excess of that sum for a period of approximately Two Hundred Sixty-four weeks (264), or a minimum total of One Thousand Three Hundred Twenty Dollars ($1,320.00).

7. That the total of receipts in the said estate is Seven Thousand Six Hundred Forty Three Dollars and Eighty-six cents ($7,643,86); that the total of expenditures is Eight Thousand Two Hundred Forty Eight Dollars and Sixty cents ($8,248.60); that your Petitioner has received no commissions, nor has his Counsel received any fee for services rendered.

8. That through inadvertance and neglect your Petitioner has failed to file the required Fiduciary returns for the years, 1960, 1961, 1962, 1963 and 1964 and wishes at this time to file a full account of his receipts and expenditures in the said estate from July 22, 1959 to August 19, 1964, the date of death of the said incompetent.

WHEREFORE YOUR PETITIONER PRAYS:

1. That he be authorized nunc pro tunc to expend the following sums from the estate of the said incompetent:

a) One Thousand Twenty-nine Dollars ($1,029.00) to The Singleton Funeral Home, Glen Burnie, Maryland, for the funeral expenses of Dora Sievert, wife of the said incompetent.

b) Two Hundred Eighty-five Dollars ($285.00) to Cedar Hill Cemetery, Anne Arundel County, Maryland, for a burial lot for the said incompetent and his said wife.

c) One Hundred Fourteen Dollars and Twenty-five cents ($114.25) to St. Agnes Hospital, Baltimore, Maryland, for care and treatment of Dora Sievert, wife of the said incompetent.

d) Five Thousand One Hundred Forty-five Dollars ($5,145.00) for the care, support and maintenance of Dora Sievert, wife of the said incompetent.

e) Three Hundred Fifty Five Dollars and Thirty-five cents ($355.35) to Cedar Hill Cemetery, Anne Arundel County, Maryland, for a memorial or grave marker for the said incompetent and his said wife.

f) Thirteen Hundred Twenty Dollars ($1,320.00) for clothing and creature comforts for the said incompetent from July 22, 1959 to August 19, 1964.

2. That upon the filing of his first and final Fiduciary Report setting forth the above, and indicating a total of expenditures over receipts, and its ratification by this Honorable Court, he be discharged as Trustee for the said incompetent and the surety upon his bond be released.

AND AS IN DUTY BOUND, ETC.

W. Edward Plitt
1055 Ingleside Avenue
Baltimore, Maryland. 21228
Solicitor for Petitioner

William C. Sievert, Trustee

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2 day of March, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared William C. Sievert, Petitioner herein, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

W. Edward Plitt, Notary Public

LIBER 164 PAGE 330

IN THE MATTER OF	*	IN THE
HENRY E. SIEVERT,	*	CIRCUIT COURT
AN INCOMPETENT	*	OF
	*	ANNE ARUNDEL COUNTY
	*	
	*	
	*	

* *

ORDER

Upon the aforegoing Petition and Affidavit, it is this 2nd day of ~~February~~ March, 1965, by the Circuit Court of Anne Arundel County:

ORDERED:

1. That the Petitioner be and he is hereby authorized, nunc pro tunc, to expend the sum of One Thousand Twenty-nine Dollars ($1,029.00) to The Singleton Funeral Home, Glen Burnie, Maryland, for the funeral expenses of Dora Sievert, wife of the said incompetent; Two Hundred Eighty-five Dollars ($285.00) to Cedar Hill Cemetery, Anne Arundel County, Maryland, for a burial lot for the said incompetent and his said wife; One Hundred Fourteen Dollars and Twenty-five cents ($114.25) to St. Agnes Hospital, Baltimore, Maryland, for care and treatment of Dora Sievert, wife of the said incompetent; Five Thousand One Hundred Forty-five Dollars ($5,145.00) for the care, support and maintenance of Dora Sievert, wife of the said incompetent; Three Hundred Fifty Five Dollars and Thirty Five cents ($355.35) to Cedar Hill Cemetery, Anne Arundel County, Maryland, for a memorial or grave marker for the said incompetent and his said wife; and the sum of Thirteen Hundred Twenty Dollars ($1,320.) for clothing and creature comforts for the said incompetent from July 22, 1959 to August 19, 1964.

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2. That the Petitioner be and he is hereby released and discharged as Trustee of the estate, and that his surety upon the Bond heretofore filed in this court be and it is hereby released upon notification of final account

Matthew J. Byrne
JUDGE

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LIBER 164 PAGE 332

In the Case of

EX PARTE IN THE MATTER OF
HENRY E. SIEVERT, AN INCOMPETENT

vs.

In the

Circuit Court

For

Anne Arundel County

No. 12,343 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 20th day of April, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk
Per: , deputy

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Dr. Estate of Henry E. Sievert, an Incompetent

LIBER 164 PAGE 333

In Acct. with William C. Sievert, Trustee

						Cr.	
By	Net amount of sale as per Trustee's Report filed 3/2/65			2,860	93		
By	Social Security payments, from 7/22/59 to 8/19/64 60 months @ $74.00			4,440	00		
By	Interest on bank deposits			343	92		
						7,643	86
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	63	75				
	Sheriff	6	00				
	Emanuel Klawans, Examiner's fee	10	00				
	Irene Hazel, Stenographer's fee	8	00				
	Auditor, this account	45	00				
				142	75		
To	Trustee for expenses, viz						
	Globe Indemnity Co. bond premium from 7/22/59 to date	96	00				
	Expenditures as per Order of Court, 3/2/65						
	The Singleton Funeral Home	1,029	00				
	Cedar Hill Cemetery, burial lot	285	00				
	St. Agnes Hospital	114	25				
	Care and maintenance of Dora Sievert	5,145	00				
	Cedar Hill Cemetery, grave marker	355	35				
	Henry E. Sievert, clothing, et c.	1,320	00				
				8,344	60		
						8,487	35
	ESTATE OVERPAID $ 843.49						
	Overpayment, fees and commissions waived by Trustee						

LIBER 164 PAGE 334

EMOGENE N. PRICE and CALVIN W. PRICE, her husband Cloverlea Mayo, Maryland	:	IN THE
Complainants	:	CIRCUIT COURT
vs.		
E. AUBREY COLLISON Clerk's Office Court House Annapolis, Maryland	:	FOR ANNE ARUNDEL COUNTY
YETIVE COLLISON DAWSON 601 Central Avenue Glen Burnie, Maryland	:	EQUITY NO. 16,778
MAY B. COLLISON Mayo, Maryland	:	
ETTA M. COLLISON Mayo and Muddy Creek Roads Mayo, Maryland	:	
Respondents	:	

..oo 0 oo..

BILL OF COMPLAINT FOR
SALE OF INTEREST IN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Emogene N. Price and Calvin W. Price, her husband, complainants, by Thomas M. Schifanelli and Schifanelli & Walsh, their solicitors, respectfully represent unto your honors as follows:

1. That by deed dated January 23, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 148, folio 184, Emmanuel E. Collison, John N. Collison, Sarah S. Hardesty, Thomas E. Collison and Eva C. Suite became seized of a tract of land of approximately forty (40) acres, lying and being in the first Election District of Anne Arundel County.

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1964 NOV 20 AM 10: 28

2. That Emmanuel E. Collison has departed this life, survived by his wife, May B. Collison, a daughter, Yetive Collison Dawson and a son, E. Aubrey Collison; that John N. Collison has departed this life survived by his wife, Susan Collison, and three daughters, Ruth G. Dove, Edna M. Lee and Ellen Haviland; that Sarah Hardesty has departed this life, survived by her husband, George K. Hardesty, her sons, George K.C. Hardesty, Vernon W. Hardesty and Thomas K.C. Hardesty, and her daughter, Marilyn Hardesty Stommel; that said Vernon W. Hardesty has departed this life survived by his wife, Gladys M. Hardesty and Joyce Hardesty Donaldson, a daughter; that Eva Carr Suite has departed this life, survived by a son, James F. Suite, Jr., that Thomas E. Collison, also known as Thomas E. Collison, Sr., departed this life on July 9, 1962, testate, devising all his property to his wife, Etta M. Collison (see Orphan's Court Administration No. 11085) ass as shown by Complainants' Exhibit No. 1.

3. That the said Emmanuel E. Collison, John N. Collison, Sarah S. Hardesty, Eva Carr Suite and Thomas E. Collison, also known as Thomas E. Collison, Sr., at no time during their life times, conveyed out of said forty acre tract, a tract measuring approximately 20 feet by 220 feet by 222 feet by 20 feet., and, as shown by a plat of Cloverlea, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 5, said tract is bound by Rhode River on the east, Cliff Drive on the west and Lots Nos. 26 and 25 of Cloverlea, on the south and north respectively.

4. That by deed dated December 10, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1796, folio 143, all of the persons set out in paragraph 2, hereof, conveyed all of their right, title and interest in said parcel of land to the complainants

2

herein, except the respondents E. Aubrey Collison, Yetive Collison Dawson, Etta M. Collison and May B. Collison.

5. That said tract of land is not susceptible of being partitioned without material loss and injury.

TO THE END THEREFORE:

That the said tract be sold and a division of the proceeds be made among the parties.

Emogene N. Price
Emogene N. Price

Thomas M. Schifanelli
Thomas M. Schifanelli

Calvin W. Price
Calvin W. Price

Schifanelli & Walsh
Schifanelli & Walsh
15 School Street
Annapolis, Maryland
CO3-2001

Solicitors for Complainants

STATE OF MARYLAND)
) to wit:
ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 14 day of November, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Emogene N. Price and Calvin W. Price, her husband, complainants herein, and made oath in due form of law that the matters and facts set out in the foregoing bill of complaint for sale are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

George E. Bryant
Notary Public

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LIBER 164 PAGE 337

EMOGENE N. PRICE and CALVIN W. PRICE, her husband	:	IN THE
Complainants	:	CIRCUIT COURT
vs.	:	FOR
E. AUBREY COLLISON, et al	:	ANNE ARUNDEL
Respondents	:	COUNTY
	:	Equity No. 22,268

ORDER OF PARTIAL DISMISSAL

Mr. Clerk:

Please dismiss the bill of complaint filed in this case as to the respondents May Collison, E. Aubrey Collison and Yetive Dawson.

Thomas M. Schifanelli
Thomas M. Schifanelli
15 School Street
Annapolis, Maryland
CO3 2001

Attorney for Complainants

I HEREBY CERTIFY that I mailed a copy of the foregoing order to the respondents, May B. Collison, Mayo, Maryland; E. Aubrey Collison, Clerk's Office, Court House, Annapolis, Maryland, and Yetive C. Dawson, 601 Central Avenue, Glen Burnie, Maryland, this 31st day of January, 1965.

Thomas M. Schifanelli
Thomas M. Schifanelli

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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4

Price v. Collis
Equity No. 22,268

AFFIDAVIT OF NON-MILITARY SERVICE LIBER 164 PAGE 338

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 17th 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, Thomas M. Schifanelli, solicitor for 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.)

Etta M. Collison, resides at the intersection of Muddy Creek and Mayo Roads,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 17th day of March, 19 65.

Notarial Seal

Frank B. Walsh, Jr.
Notary Public

My Commission will expire on:
MAY 3, 1965

Filed,

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1965 MAR 17 AM 10:31

LIBER 164 PAGE 339

Emogene Price and Calvin Price, her husband	No. ~~22,268~~ 16,778 ~~DIVORCES~~ - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Etta M. Collison	

DECREE PRO CONFESSO

The respondent, Etta M. Collison, ~~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 17th day of March, 1965, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

O Bowie Duckett

Judge

FILED

1965 MAR 18 AM 9:57

6

LIBER 164 PAGE 340

EMOGENE N. PRICE and CALVIN W. PRICE, her husband	:	IN THE CIRCUIT COURT
		FOR
Complainants	:	ANNE ARUNDEL COUNTY
vs		
	:	
ETTA M. COLLISON		Equity No. 16,778
Respondent	:	

* * * *

REQUEST FOR ADMISSION OF FACTS

TO: The respondent: ETTA M. COLLISON:

In accordance with No. 521(a) of the Maryland Rules of Procedure, you are requested to make the following admissions of facts:

1. That the realty in question is unimproved.

2. That the realty in question measures approximately 20' by 220' by 222' by 20' as shown on a plat of Cloverlea.

3. That said plat of Cloverlea is recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 5.

4. That you are seized of an undivided one-fifth interest in the realty in question and that complainants are seized of a four-fifths interest (undivided) therein; the complainants having been granted and conveyed the interests of all those persons mentioned in paragraph 2 of the bill of complaint, except yours.

5. That you and the complainants are the sole owners of the realty involved.

6. That the 20' lot involved is not susceptible of being partitioned without material loss and injury.

7. That the present market value of the lot in question does not exceed One Thousand ($1,000.00) dollars.

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

FILED

1965 APR -5 PM 4:18

7

Thomas M. Schifanelli

Thomas M. Schifanelli

Schifanelli & Walsh

Schifanelli & Walsh
15 School Street
Annapolis, Maryland
CO3-2001

Attorneys for Complainants

I HEREBY CERTIFY that I mailed a copy of the aforegoing request, certified mail, return receipt requested, this 5th day of April, 1965, to Etta M. Collison, Mayo and Muddy Creek Roads, Edgewater, Anne Arundel County, Maryland.

Thomas M. Schifanelli

Thomas M. Schifanelli

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

LIBER 164 PAGE 342

EMOGENE N. PRICE and CALVIN W. PRICE	:	IN THE CIRCUIT COURT
	:	FOR
Complainants		
vs.	:	ANNE ARUNDEL COUNTY
ETTA M. COLLISON	:	Equity No. 16,778
Respondents	:	

..ooOoo..

AFFIDAVIT OF MAILING

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

BE IT REMEMBERED AND I HEREBY CERTIFY that on this __ day of May, 1965, before me, the subscriber, a Notary Public, duly appointed, commissioned and qualified, in and for the State and County aforesaid and having authority by law to administer oaths therein, personally appeared Thomas M. Schifanelli who made oath in due form of law that on April 5, 1965, he mailed, certified mail, return receipt requested, the request for admissions of facts filed in this cause, to Etta M. Collison, as evidenced by the return receipt filed herein and made a part hereof.

Thomas M. Schifanelli
Thomas M. Schifanelli

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my seal Notarial, on the day and year above written.

Frank B. Walsh, Jr.
Notary Public

INSTRUCTIONS TO DELIVERING EMPLOYEE
☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT
Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)
Etta M. Collison

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED | SHOW WHERE DELIVERED (only if requested)

CSS—16—71548-5—F GPO

SCHIFANELLI & WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

FILED
1965 MAY -6 PM 1:40

9

LIBER 164 PAGE 343

EMOGENE N. PRICE and CALVIN W. PRICE, her husband	:	IN THE CIRCUIT COURT
	:	FOR
vs.		
ETTA M. COLLISON	:	ANNE ARUNDEL COUNTY
	:	Equity No. 16,778

* * * *

PETITION FOR APPOINTMENT OF TRUSTEE

Emogene N. Price and Calvin W. Price, her husband, complainants herein, by Thomas M. Schifanelli and Schifanelli & Walsh, their solicitors, respectfully represent unto your Honors:

1. That they are the complainants in this proceeding for the sale of real estate.

2. That they and the respondent, Etta M. Collison, are the only parties having an interest therein.

3. That the said Etta M. Collison is not represented by counsel.

4. That J. Walter Scholz, Esquire, has consented to act as trustee for the said Etta M. Collison.

TO THE END THEREFORE:

That J. Walter Scholz and Thomas M. Schifanelli be appointed to make sale.

Thomas M. Schifanelli

Thomas M. Schifanelli

Schifanelli & Walsh

Schifanelli & Walsh
15 School Street
Annapolis, Maryland
CO3-2001

Attorneys for Complainants

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

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1965 MAY -6 PM 1:40

10

EMOGENE N. PRICE and CALVIN W. PRICE, her husband : IN THE CIRCUIT COURT

: FOR ANNE ARUNDEL

vs.

: COUNTY -- Equity No. 16,778

ETTA M. COLLISON

: : : : : :

DECREE

The proceedings having been read and considered;

IT IS THEREUPON this 6 day of May, 1965, by the Circuit Court for Anne Arundel County, In Equity,

ORDERED, ADJUDGED AND DECREED that the property mentioned in these proceedings be sold at public or private sale and if at private sale for not less $1,000.00 the appraisal value thereof as admitted by the parties hereto, and that Thomas M. Schifanelli and J. Walter Scholz 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 $1,000.00 conditioned for the performance of the trust reposed in them by this decree, or to be reposed in them by any future order or decree in the premises; they shall then proceed to make the sale and if at public sale, by giving at least three weeks notice by advertisement of the time, place and terms of sale in a newspaper published in Anne Arundel County, and such other notice as they may think proper, the terms of which said sale shall be as follows: A deposit 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, 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%).

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

11

AND AS SOON as my 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 her, his 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 costs of this suit and such commission as the said Trustees and this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

George Sachse
JUDGE

SCHIFANELLI
& WALSH
ATTORNEYS-AT-LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

FILED
1965 MAY -7 AM 9: 12

12

LIBER 164 PAGE 346

ROBERT H. CAMBELL
AUCTIONEER

TRUSTEE'S SALE

OF

UNIMPROVED REAL ESTATE

Situate in the First Election District of Anne Arundel County, Maryland, Cloverlea.

Under and by virtue of the power of sale contained in a decree of the Circuit Court for Anne Arundel County dated May 6, 1965, and filed in No. 16, 778 Equity, in said Court, we will offer for public sale at the premises on June 10, 1965, at 2:00 P.M., the following described property, namely:

ALL that lot of ground measuring approximately 20 feet by 220 feet by 222 feet by 20 feet, bound by Rhode River on the east and Cliff Drive on the west, as shown on a plat of Cloverlea, recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 5. The said property may be subject to a right of way in favor of lot owners in Cloverlea.

TERMS OF SALE: A deposit of One Hundred Dollars 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 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 Stret
Annapolis, Maryland
COlonial 3-2001
J. Walter Scholz
145 Main Street
Annapolis, Maryland
CO 8-8611
TRUSTEES

June 3

13

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

THE STAR

GLEN BURNIE, MD., June 4, 1965

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

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 4th day of June 1965, that is to say the same was inserted in the issues of May 20, 27, June 3, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 JUN -4 AM 11:03

By Edith Greenwood

To Clerk of Ct.

G 2208C

LIBER 13 PAGE 181

LIBER 164 PAGE 347

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICE : NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity #16,778

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas M. Schifanelli and J. Walter Scholz - - - - 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 One Thousand and 00/100 Dollars ($1,000.00) 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 4th day of June, 1965.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Emogene N. Price and Calvin W. Price vs. Etta M. Collison dated May 6, 1965 Thomas M. Schifanelli and J. Walter Scholz were appointed Trustees to make sale of the property described in said proceedings, and the said Thomas M. Schifanelli and J. Walter Scholz 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.

WITNESS:

Ethel M. Carle

Ethel M. Carle

Thomas M. Schifanelli (SEAL)
Thomas M. Schifanelli PRINCIPAL

J. Walter Scholz (SEAL)
J. Walter Scholz PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 7th day of June, 1965

Louis N. Phipps, Clerk

FILED

1965 JUN -7 PM 1:46

14

LIBER 164 PAGE 348

EMOGENE N. PRICE and CALVIN W. PRICE, her husband	:	IN THE CIRCUIT COURT
vs.	:	FOR
ETTA M. COLLISON	:	ANNE ARUNDEL COUNTY
	:	Equity No. 16,778

AFFIDAVIT

STATE OF MARYLAND)
ANNE ARUNDEL COUNTY) to wit:

I HEREBY CERTIFY that on this 16 day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Emogene N. Price and Calvin W. Price, her husband, purchases of the property mentioned in these proceedings, and they made oath in due form of law that they are the purchases, that they purchased same as principles, and not as agents for anyone, and that they have not, directly or indirectly, discouraged anyone from bidding for the said property.

Emogene N. Price
Emogene N. Price

Calvin W. Price
Calvin W. Price

AS WITNESS My hand and Notarial Seal.

George E. Bryant
Notary Public

GEORGE E. BRYANT NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

SCHIFANELLI & WALSH
ATTORNEYS AT LAW
15 SCHOOL STREET
ANNAPOLIS, MD.

FILED
1965 JUN 18 PM 2:30

15

LIBER 164 PAGE 349

EMOGENE N. PRICE and CALVIN W. PRICE, her husband	: IN THE CIRCUIT COURT
vs.	: FOR
ETTA M. COLLISON	: ANNE ARUNDEL COUNTY
	: EQUITY NO. 16,778

REPORT OF SALE

The report of Thomas M. Schifanelli and J. Walter Scholz, Trustees, of sale to Emogene N. Price and Calvin W. Price, her husband, is as follows:

That after giving bond, the security for their faithful discharge of their trust, 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 successive weeks preceding the day of sale, Thomas M. Schifanelli and J. Walter Scholz, Trustees, under and by virtue of the power and authority contained in the decree of this honorable court filed herein, dated May 6, 1965, did pursuant to the said notice on the 10th day of June, 1965, at 2:00 P.M. attended on the premises and then and there sold the property situate in the First Election District of Anne Arundel County and Described as follows:

BEING that lot of ground measuring approximately 20 feet by 220 feet by 222 feet by 20 feet, bound by Rhode River on the east and Creek Drive on the west, as shown on a plat of Cloverlea, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 7, folio 5.

By the terms of the sale, a cash deposit of One Hundred Dollars ($100.00) was required of the purchaser at the time and place of sale, and taxes and other expenses adjusted to the day of sale.

SCHIFANELLI & WALSH
ATTORNEYS AT LAW
15 SCHOOL STREET
ANNAPOLIS, MD.

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16

The property was sold to Emogene N. Price and Calvin W. Price, her husband, at and for the price of Two Hundred Dollars, being then and there the highest bid.

The property is unimproved.

Thomas M. Schifanelli

Thomas M. Schifanelli

J. Walter Scholz

J. Walter Scholz

TRUSTEES

STATE OF MARYLAND)
) to wit:
ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 16th day of June, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Walter Scholz, 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 made fairly.

AS WITNESS my hand and Notarial Seal.

Frank B. Walsh, Jr.

Notary Public

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

I HEREBY CERTIFY that on this 16th day of June, 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.

AS WITNESS my hand and Notarial Seal.

Frank B. Walsh, Jr.

Notary Public

SCHIFANELLI & WALSH
ATTORNEYS AT LAW
15 SCHOOL STREET
ANNAPOLIS, MD.

17

ORDER NISI

EMOGENE N. PRICE and
CALVIN W. PRICE, her husband

versus

ETTA M. COLLISON

LIBER 164 PAGE 351

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,778 Equity

Ordered, this 18th day of June, 19 65 That the sale of the property in these proceedings mentioned made and reported by Thomas M. Schifanelli and J. Walter Scholz, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of July next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Thomas M. Schifanelli, Atty
(Final Order) 15 School St. Annapolis

For the Star (June 24th Edition)

EMOGENE N. PRICE and
CALVIN W. PRICE, her husband

versus

ETTA M. COLLISON

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th 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 27 PM 1:40

18

LIBER 164 PAGE 352

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY,
IN EQUITY.

Plaintiff

vs.

Defendant

CERTIFICATE OF PUBLICATION OF

OFFICE OF

THE STAR

GLEN BURNIE, MD., July 15, 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 26th day of July 1965, that is to say the same was inserted in the issues of June 24, July 1,8,15, 1965

STROMBERG PUBLICATIONS, Inc.
Publishers.

FILED
1965 JUL 16 AM 10: 59

By Edith Greenwood

ORDER NISI

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 16,778 Equity
EMOGENE N. PRICE and
CALVIN W. PRICE, her husband
versus
ETTA M. COLLISON

Ordered, this 18th day of June, 1965, That the sale of the property in these proceedings mentioned made and reported by Thomas M. Schifanelli and J. Walter Scholz, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of July next.

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

Louis N. Phipps, Clerk.

True Copy,
TEST: Louis N. Phipps
Clerk.

Thomas M/Schifanelli, Atty.
July 15

19

In the Case of

EMOGENE N. PRICE AND
CALVIN W. PRICE, HER HUSBAND

VS.

E. AUBREY COLLISON, ET AL

In the

Circuit Court

For

Anne Arundel County

No. 16,778 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.

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. Waugh, Deputy

FILED
1965 AUG 31 AM 10:51

20

21

Dr. Emogene N. Price, et al

VS

E. Aubrey Collison, et al

LIBER 164 PAGE 354

In Acct. with Thomas M. Schifanelli and J. Walter Scholz, Trustees

						Cr.	
By	Amount of sale as per Trustees' Report						
	of Sale filed			200	00		
By	Interest 6% on deferred payment						
	$100.00 from 6/10/65 to 7/30/65				85		
						200	85
To	Trustees for commission, viz	6	10				
				6	10		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	51	00				
	Sheriff's fees	8	00				
	Auditor, this account	35	00				
				104	00		
To	Trustees for expenses, viz						
	The Anne Arundel Star						
	Advertising & Nisi - sale	50	75				
	Globe Indemnity Co. - bond	10	00				
	Robert H. Campbell, auctioneer's fee	30	00				
				90	75		
						200	85

LIBER 164 PAGE 355

WILLIAM C. ROGERS,
Attorney Named in Mortgage

vs.

HARVEY MILROY HARE and
HELEN F. HARE, his wife
and REIMER & REIMER, INC.
and CLARENCE R. ANDREWS, JR.
and ANN Y. ANDREWS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,217 Equity

MR. CLERK:

Please docket Suit in the above entitled case and file Petitioner's Exhibit "A", "B" and "C".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr. Lee Bldg.
Annapolis, Md. Attorney for Plaintiff

FILED

1965 MAY 19 AM 9:19

8852

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 164 PAGE 356

MARYLAND

No. 17,217 Equity.

MORTGAGE

BOOK 1478 PAGE 52

THIS MORTGAGE, made this 19th - - - - day of May - - - - - - - - , A. D. 1961 , by and between HARVEY MILROY HARE and HELEN F. HARE, his wife, ----------

of Anne Arundel County ----------, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, ----------
~~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 NINETY-FIVE HUNDRED ---------- 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 ($5\frac{1}{4}$ %) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION ----------, in Baltimore City, State of ----------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-SIX DOLLARS and NINETY-THREE CENTS ----------~~Dollars~~($ 56.93 -----), commencing on the first day of June---------- , 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 May----------, 19 86 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also 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:

BEGINNING for the same on the north side of Creswell Road 30 feet wide at a point distant north 86 degrees 18 minutes west 300 feet from the corner formed by the intersection of the north side of Creswell Road and the west side of Orchard Road 30 feet wide as shown on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County as hereinafter set forth; running thence north 86 degrees 18 minutes west binding along the north side of Creswell Road 50 feet to the dividing line between Lots Nos. 66 and 67 Block E as shown on the Plat hereinafter referred to; running thence north 3 degrees 24 minutes east and binding along said division line as aforesaid 100 feet to the south side of an alley 15 feet wide there situate; running thence south 86 degrees 18 minutes east binding along the south side of said alley with the use thereof in common with others 50 feet to the dividing line between Lots Nos. 65 and 64 Block E as shown on the Plat hereinafter referred to; running thence south 3 degrees 24 minutes west and binding along said last mentioned division line 100 feet to the place of beginning. Being known and designated as Parts of Lots Nos. 65 and 66 Block E as shown on the Plat of Arundel Gardens which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod No. D-4, Plat No. 205. (Now Plat Book No. 16, folio 3.) The improvements thereon being known as No. 412 Creswell Road.

"PETITIONER'S EXHIBIT A"

FILED
1965 - MAY 19, AM 9:19

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

2

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by ROWILL TITLE HOLDING CORPORATION to HARVEY MILROY HARE and HELEN F. HARE his wife, the within Mortgagors.

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: 15 alum. comb. storm windows (used), 2 alum comb. storm doors (used), alum. porch awning - 4 x 11 x 2 (used), 36" gas range (used).

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

TO HAVE AND TO HOLD the above described property and improvements 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 annual rent of $90.00 payable half-yearly on the 19th--- 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 (30) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS ----------, 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 ONE 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:

Thomas E. Kelly Jr.
THOMAS E. KELLY, JR.

Harvey Milroy Hare (SEAL)
HARVEY MILROY HARE

Helen F. Hare (SEAL)
HELEN F. HARE

xx(SEAL)x

xx(SEAL)x

STATE OF MARYLAND, CITY OF BALTIMORE ------- to wit:

I HEREBY CERTIFY, That on this 19th- - - day of May- - - - - - -, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore City------ aforesaid, personally appeared HARVEY MILROY HARE and HELEN F. HARE, his wife, ---------- ----------the above named Mortgagors, and they ---------- acknowledged the foregoing mortgage to be their ----------act.

At the same time also personally appeared E. Taylor Boden- - - - - - - - - - - - -, 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.

My commission expires: May 6, 1963.

Thomas E. Kelly Jr.
THOMAS E. KELLY, JR. Notary Public.

11.00

Rec'd for record May 25 1961 at 10:53 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. ...
WRITTEN BY ...
FORM APPROVED ...
READY FOR RECORD ...

F 4

INDEX IN CHATTELS
STATE OF MARYLAND

Mortgage

FROM

HARVEY MILROY HARE and HELEN F. HARE, HIS WIFE

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

412 Cresswell Road

Received for Record 19 ... o'clock M.
Same day recorded in Liber No. ... &c.,
one of the Land Records
and examined per
Cost of Record, $ 11.00 Clerk.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY
1961 MAY 25 AM 10:53
& RECORDED IN LIBER GTC
NO. 1478 FOLIO 52
GEO. C. CROMWELL CLERK

THE SECURITY TITLE GUARANTEE CORPORATION
113 E. ...
Baltimore 2, Md.

BOOK 1648 PAGE 72

LIBER 164 PAGE 360

No. 17,217 Equity

ASSUMPTION OF PRIOR MORTGAGE

FOR VALUE RECEIVED, The undersigned, purchaser or purchasers and Grantee or Grantees in the Deed, of Property No. 412 Creswell Road ---------- in ~~Baltimore City or Baltimore~~ Anne Arundel County, now covered by a Mortgage dated and recorded among the Land Records of ~~Baltimore City or Baltimore~~ Anne Arundel County in Liber G.T.C. No. 1478, folio 52, from HARVEY MILROY HARE and HELEN F. HARE, his wife ---- to FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, do hereby covevant and agree with said Association, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid Mortgage, in accordance with the terms of said Mortgage, to the same extent as if said undersigned has been the Mortgagor, making the covenant therein contained; nothing, however, to be construed as releasing, impairing or in any manner affecting any rights of said Association against said Mortgagors, nor as an agreement by said Association to substitute this obligation for the obligation of said Mortgagors, or to alter or extend the time or manner of performance of said covements of said Mortgage.

106479

AS WITNESS our hands and seals this 9th day of November, 1962

REIMER & REIMER, INC. (SEAL)

Louise B. Reimer (SEAL)

Louise B. Reimer
Vice President

TEST:

Lawrence D. Reimer

Lawrence D. Reimer

STATE OF MARYLAND, ~~City of Baltimore~~ Howard County, to wit:

I HEREBY CERTIFY, That on this 9th day of November, 1962 before me, the subscriber, a Notary Public, for the State of Maryland, in and for the ~~City of Baltimore~~ COUNTY aforesaid, personally appeared, Louise B. Reimer Vice President of REIMER & REIMER, INC. the persons named in the aforegoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the aforegoing instrument, and they acknowledged the aforegoing instrument to be their act and deed and that they executed the same for the purpose therein contained.

AS WITNESS my hand and Notarial Seal.

Lawrence D. Reimer
Notary Public
Lawrence D. Reimer

My commission expires
May 6, 1963

Rec'd for record Apr. 18, 1963 at 9:35 A.M.

3.00

"PETITIONER'S EXHIBIT B"

FILED
1965 MAY 19 AM 9.19

LIBER 164 PAGE 361 BOOK 1648 PAGE 73

WE, HARVEY MILROY HARE and HELEN F. HARE, his wife, ------ do hereby authorize the Association to allow REIMER & REIMER, INC., a body corporate, duly incorporated under the Laws of the State of Maryland to assume the Mortgage as heretofore stated, with the understanding that we are also to remain liable on the conditions, covenants, etc., as set forth in said Mortgage hereinbefore referred to.

Harvey Milroy Hare (SEAL)
HARVEY MILROY HARE

Helen F. Hare (SEAL)
HELEN F. HARE

TEST:
Lawrence D. Reimer
Lawrence D. Reimer

STATE OF MARYLAND, ~~City of Baltimore~~ Howard County, to wit:

I HEREBY CERTIFY, That on this 9th day of November, 1962 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared HARVEY MILROY HARE and HELEN F. HARE, his wife, ----------the persons named in the aforegoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the aforegoing instrument, and they acknowledged the aforegoing instrument to be their act and deed and that they executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

J.D. Lawrence D. Reimer
Notary Public
Lawrence D. Reimer

My Commission expires
May 6, 1963

Rec'd for record Apr. 18, 1963 at 9:35 A.M.
Mailed to William C. Rogers

BOOK 1725 PAGE 151

LIBER 164 PAGE 362

ASSUMPTION OF PRIOR MORTGAGE

No. 17,217 Equity

143224

FOR VALUE RECEIVED, The undersigned, ~~xxxxxxxxx~~ purchasers and ~~xxxxxxxx~~ Grantees in the Deed, of Property No. 412 Creswell Road, in Anne Arundel ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ County, now covered by a Mortgage dated May 19, 1961, ~~1948~~ and recorded among the Land Records of Anne Arundel ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ County in Liber G.T.C.No.1478, folio 52 ~~xxxxxxxxxxxxxxxxxxxxxxxxxx~~ from HARVEY M. HARE and HELEN F. HARE, his wife, to FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, previously assumed by REIMER & REIMER, INC. /do hereby covevant and agree with said Association, its successors and assigns, to assume and pay the principal debt and interest secured by aforesaid Mortgage, in accordance with the terms of said Mortgage, to the same extent as if said undersigned has been the Mortgagor, making the covenant therein contained; nothing, however, to be construed as releasing, impairing or in any manner affecting any rights of said Association against said Mortgagors, nor as an agreement by said Association to substitute this obligation for the obligation of said Mortgagors, or to alter or extend the time or manner of performance of said covements of said Mortgage.

AS WITNESS our hands and seals this 16th day of November, 1963:

Clarence R. Andrews Jr. (SEAL)
CLARENCE R. ANDREWS, JR.

Ann Y. Andrews (SEAL)
ANN Y. ANDREWS

TEST:
Jack J. Smith
Jack J. Smith

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 16 day of November, 1963, before me, the subscriber, a Notary Public, for the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, CLARENCE R. ANDREWS, JR. and ANN Y. ANDREWS, his wife, the persons named in the aforegoing Assumption of Mortgage, satisfactorily proven to be the persons whose names are subscribed in the aforegoing instrument, and they acknowledged the aforegoing instrument to be their act and deed and that they executed the same for the purpose therein contained.

AS WITNESS my Hand and Notarial Seal.

Jack J. Smith
Jack J. Smith Notary Public

My commission expires May 3, 1965.

Recorded; Jan 17, 1964 at 11.10 am

"Petitioner's Exhibit C"

FILED
1965 MAY 19 AM 9.20

8

LIBER 164 PAGE 363 BOOK 1725 PAGE 152

WE, REIMER & REIMER - do hereby authorize the Association to allow CLARENCE R. ANDREWS, JR. and ANN Y. ANDREWS, his wife, to assume the Mortgage as heretofore atated, with the understanding that we are also to remain liable on the conditions, covenants, etc., as set forth in said Mortgage hereinbefore referred to.

REIMER & REIMER, INC.
By: Louise B. Reimer (SEAL)
Louise B. Reimer, President

(SEAL)

TEST: Mitzi Chasin
Mitzi Chasin

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 16th day of November, 1963, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Louise B. Reimer, President of Reimer & Reimer, Inc. and acknowledged the aforegoing instrument to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

Mitzi Chasin
Mitzi Chasin, Notary Public

My commission expires May 3, 1965.

Rec'd for record Jan 17 1964 at 11:00 A.M.
Mailed to William C. Rogers

9

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
vs.	*	CIRCUIT COURT
HARVEY MILROY HARE and HELEN F. HARE, his wife and REIMER & REIMER, INC. and CLARENCE R. ANDREWS, JR. and ANN Y. ANDREWS, his wife	*	FOR ANNE ARUNDEL COUNTY No. 17,217 Equity

* * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Harvey Milroy Hare and Helen F. Hare, his wife to Fraternity Federal Savings and Loan Association dated May 19, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1478, folio 52. (Said Mortgage assumed by Reimer & Reimer, Inc. dated November 9, 1962 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1648, folio 72.) (Said Mortgage then assumed by Clarence R. Andrews, Jr. and Ann Y. Andrews, his wife dated November 16, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1725, folio 151.)

Harvey Milroy Hare and wife, et al
412 Creswell Road
Anne Arundel County, Maryland

May 18, 1965

Original amount of Loan	$9,500.00
Interest through May	1,881.22
Ground Rents	360.00
Taxes & Sanitary Charges	612.38
Insurance	118.20
	12,471.80
Less amount of Payments	3,419.82
Balance due on Mortgage	$9,051.98

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 18th day of May, 1965, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that the aforegoing is a true and just 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.

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

Notary Public

FILED
1965 MAY 19 AM 9:19

10

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3 LIBER 13 PAGE 184

BOND NO. 78 62 978

No. 17,217 Equity

LIBER 164 PAGE 365

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 6 South Calvert Street, Baltimore, Maryland as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and 00/100 ($9,500.) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of June in the year of our Lord sixty-five.

Whereas, the above bounden William C. Rogers,

by virtue of the power contained in a mortgage from Fraternity Federal Savings and Loan Association, a body corporate

to Harvey Milroy Hare and Helen F. Hare, h/w

bearing date the 19th day of May, 1961 and recorded among the mortgage records of Anne Arundel County

in Liber GTC No. 1478 Folio 52 ~~xxx~~ which said mortgage was assumed by Reimer & Reimer, Inc., on November 9, 1962 recorded in Liber ~~LNP~~ No. 1648 Folio 72 and later assumed by Clarence R. Andrews, Jr. & Ann Y. Andrews, h/w on November 16, 1963 recorded in Liber LNP No. 1725 Folio 151 and William C. Rogers

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William C. Rogers

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Henry L. Belsky
HENRY L. BELSKY

William C. Rogers (SEAL)

(SEAL)

~~WITNESS~~

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Dawn J. Whitney
Dawn J. Whitney *As to Surety*

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

Bond approved this 10th day of June, 19

Louis N. Phillips

FILED

1965 JUN 10 AM 8:59

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

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LIBER 164 PAGE 366

WILLIAM C. ROGERS, *

ATTORNEY NAMED IN MORTGAGE IN THE CIRCUIT COURT

vs. * FOR

HARVEY MILROY HARE and HELEN F. HARE, his wife and REIMER& REIMER, INC. and CLARENCE R. ANDREWS, JR. and ANN Y. ANDREWS, HIS WIFE * ANNE ARUNDEL COUNTY

* * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the said State, in and for said City, personally appeared William C. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

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

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

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

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

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

William C. Riggs

WILLIAM C. RIGGS, Secretary

Subscribed and sworn to before me this 9 day of JUNE 1965.

Herbert C. Moore

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 JUN 14 AM 8:43

12

WILSON G. GOTT,
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
6 South Calvert Street
Baltimore, Maryland 21202
Solicitors

Mortgage Sale

OF LEASEHOLD PROPERTY

412 CRESWELL ROAD
5th ELECTION DISTRICT
(3rd Councilmanic District)
OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Harvey Milroy Hare and Helen F. Hare, his wife to Fraternity Federal Savings and Loan Association, a body corporate dated May 19, 1961 and recorded among the Land records of Anne Arundel County in Liber G.T.C. No. 1478 Folio 52 which said mortgage was assumed by Reimer & Reimer, Inc. on November 9, 1962 and later assumed by Clarence R. Andrews, Jr. and Ann Y. Andrews on November 16, 1963, default having occurred thereunder, the undersigned, the attorney named in mortgage, will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland, on

SAT., JUNE 12, 1965
AT 11:30 A.M.

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows, to wit:

BEGINNING for the same on the north side of Creswell Road 30 feet wide at a point distant north 86 degrees 18 minutes west 300 feet from the corner formed by the intersection of the north side of Creswell Road and the west side of Orchard Road 30 feet wide as shown on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County as hereinafter set forth; running thence north 86 degrees 18 minutes west binding along the north side of Creswell Road 50 feet to the dividing line between Lots Nos. 66 and 67 Block E as shown on the Plat hereinafter referred to; running thence north 3 degrees 24 minutes east and binding along said division line as aforesaid 100 feet to the south side of an alley 15 feet wide there situate; running thence south 86 degrees 18 minutes east binding along south side of said alley with the use thereof in common with others 50 feet to the dividing line between Lots Nos. 65 and 64 Block E as shown on the Plat hereinafter referred to; running thence south 3 degrees 24 minutes west and binding along said last mentioned division line 100 feet to the place of beginning. Being known and designated as Parts of Lots Nos. 65 and 66 Block E as shown on the Plat of Arundel Gardens which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod No. D-4, Plat No. 205 (Now Plat Book No. 16, Folio 3.) The improvements thereon being known as No. 412 Creswell Road.

No. 13

OFFICE

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 367

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1965

We hereby certify, that the annexed

Mortgage Sale
17,217 Equity
Harvey Milroy Hare

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 12th day of June, 1965. The first insertion being made the 21st day of June, 1965.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1965 JUN 14 PM 1:53

By H. Tilghman

Subject to an annual ground rent of $90.00 payable in equal semi-annual installments on the 19th days of May and November in each and every year.

The improvements consist of a one-story frame dwelling containing 4 rooms and one bath.

Including any chattels listed in mortgage which may be on property at time of sale.

The property will be sold subject to restrictions as set forth in Deed dated July 15, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, Folio 140, and subject to agreement dated October 3, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 436, Folio 270 as to poles.

TERMS OF SALE—A cash deposit of $500.00 will be required of the purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6 percent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage

ROBERT H. CAMPBELL,
Auctioneer JU-11

LIBER 164 PAGE 368

LIBER 164 PAGE 369

RE: 412 Creswell Road

No. 17,217 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 14th 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 William C. Rogers, Agent purchaser of said property at the foreclosure sale in this case (for) Fraternity Federal Savings and Loan Association and made oath in due form of law that he is/~~are~~ the purchaser(s) of said property as agent ~~or as agent~~ for Fraternity Federal Savings and Loan Association and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

WILLIAM C. ROGERS, Agent PURCHASER
~~for~~ Fraternity Federal Savings
and Loan Association

PURCHASER

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 JUN 15 AM 9:04

14

LIBER 164 PAGE 370

No. 17,217 Equity

I hereby certify that I have this 12th day of June, 1965, sold the property described on the attached handbill to Fraternity Federal Savings and Loan Association - - - - - - - - - - - - - - - at and for the sum of Six Thousand Five Hundred Dollars ($6500.00) - - - - - - - - - - - - - - - it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association - has on this 12th day of June, 1965, purchased the property described on the attached handbill from William C. Rogers, Trustee, at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00) - - - - - - - - - - - - - - - - - and it hereby agrees to comply with the terms of sale as set forth in said handbill.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

By

WILLIAM C. ROGERS, Agent

FILED

1965 JUN 15 AM 9:04

15

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 164 PAGE 371

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland

and

William C. Rogers
6 South Calvert Street
Baltimore, Maryland 21202

Solicitors

No. 17,517 Equ

MORTGAGE SALE

OF

Leasehold Property

412 CRESWELL ROAD
5th ELECTION DISTRICT
(3rd Councilman District)
OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Harvey Milroy Hare and Helen F. Hare, his wife, to Fraternity Federal Savings and Loan Association, a body corporate dated May 19, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1478, Folio 52 which said mortgage was assumed by Reimer & Reimer, Inc., on November 9, 1962 and later assumed by Clarence R. Andrews, Jr. and Ann Y. Andrews on November 16, 1963, default having occurred thereunder, the undersigned, the attorney named in mortgage, will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland, on

SATURDAY, JUNE 12, 1965

AT 11:30 O'CLOCK A.M.

ALL that piece or parcel of ground situate and lying in Anne Arundel County and described as follows, to wit:

BEGINNING for the same on the north side of Creswell Road 30 feet wide at a point distant north 86 degrees 18 minutes west 300 feet from the corner formed by the intersection of the north side of Creswell Road and the west side of Orchard Road 30 feet wide as shown on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County as hereinafter set forth; running thence north 86 degrees 18 minutes west binding along the north side of Creswell Road 50 feet to the dividing line between Lots Nos. 66 and 67 Block E as shown on the Plat hereinafter referred to; running thence north 3 degrees 24 minutes east and binding along said division line as aforesaid 100 feet to the south side of an alley 15 feet wide there situate; running thence south 86 degrees 18 minutes east binding along south side of said alley with the use thereof in common with others 50 feet to the dividing line between Lots Nos. 65 and 64 Block E as shown on the Plat hereinafter referred to; running thence south 3 degrees 24 minutes west and binding along said last mentioned division line 100 feet to the place of beginning. Being known and designated as Parts of Lots Nos. 65 and 66 Block E as shown on the Plat of Arundel Gardens which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod No. D-4, Plat No. 205 (Now Plat Book No. 16, Folio 3). The improvements thereon being known as No. 412 Creswell Road.

Subject to an annual ground rent of $90.00 payable in equal semi-annual installments on the 19th days of May and November in each and every year.

The improvements consist of a one-story frame dwelling containing 4 rooms and one bath.

The property will be sold subject to restrictions including any chattel listed in mortgage which may be on property at time of sale as set forth in Deed dated July 15, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, Folio 140, and subject to agreement dated October 3, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 436, Folio 270 as to poles.

TERMS OF SALE—A cash deposit of $500.00 will be required of the purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6 percent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage

LIBER 164 PAGE 373

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
HARVEY MILROY HARE and HELEN F. HARE, his wife and REIMER & REIMER, INC. and CLARENCE R. ANDREWS, JR. and ANN Y. ANDREWS, his wife	* *	ANNE ARUNDEL COUNTY
		No. 17,217 Equity

* * * * *

Report of Sale

TO THE HONORABLE
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as 412 Creswell Road, in the proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by law, 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 newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale, said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, June 12, 1965 at 11:30 A.M. attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold at public auction for the highest amount bid the leasehold property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association at and for the price of $6,500.00.

WILLIAM C. ROGERS, Attorney
Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 14th day of June, 1965, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

Notary Public

FILED
1965 JUN 15 AM 9:04

17

LEGAL NOTICES

WILSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
6 South Calvert Street
Baltimore, Maryland 21202
Solicitors

Mortgage Sale

OF LEASEHOLD PROPERTY

412 CRESWELL ROAD
5th ELECTION DISTRICT
(3rd Councilmanic District)
OF ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Harvey Milroy Hare and Helen F. Hare, his wife to Fraternity Federal Savings and Loan Association, a body corporate dated May 19, 1961 and recorded among the Land records of Anne Arundel County in Liber G.T.C. No. 1478 Folio 52 which said mortgage was assumed by Reimer & Reimer, Inc. on November 9, 1962 and later assumed by Clarence R. Andrews, Jr. and Ann Y. Andrews on November 16, 1963, default having occurred thereunder, the undersigned, the attorney named in mortgage, will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland, on

SAT., JUNE 12, 1965
AT 11:30 A.M.

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BEGINNING for the same on the north side of Creswell Road 30 feet wide at a point distant north 86 degrees 18 minutes west 300 feet from the corner formed by the intersection of the north side of Creswell Road and the west side of Orchard Road 30 feet wide as shown on the Plat of Arundel Gardens duly recorded among the Land Records of Anne Arundel County as hereinafter set forth; running thence north 86 degrees 18 minutes west binding along the north side of Creswell Road 50 feet to the dividing line between

Lots Nos. 66 and 67 Block E as shown on the Plat hereinafter referred to; running thence north 3 degrees 24 minutes east and binding along said division line as aforesaid 100 feet to the south side of an alley 15 feet wide there situate; running thence south 86 degrees 18 minutes east binding along south side of said alley with the use thereof in common with others 50 feet to the dividing line between Lots Nos. 65 and 64 Block E as shown on the Plat hereinafter referred to; running thence south 3 degrees 24 minutes west and binding along said last mentioned division line 100 feet to the place of beginning. Being known and designated as Parts of Lots Nos. 65 and 66 Block E as shown on the Plat of Arundel Gardens which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod No. D-4, Plat No. 205 (Now Plat Book No. 16, Folio 3.) The improvements thereon being known as No. 412 Creswell Road.

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WILLIAM C. ROGERS
Attorney named in Mortgage

ROBERT H. CAMPBELL,
Auctioneer JU-11

LIBER 164 PAGE 375

ORDER NISI

LIBER 164 PAGE 376

WILLIAM C. ROGERS, ATTORNEY NAMED IN MORTGAGE

versus

HARVEY MILROY HARE AND HELEN F. HARE, HIS WIFE AND REIMER & REIMER, INC. AND CLARENCE R. ANDREWS, JR. AND ANN Y. ANDREWS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,217 Equity

Ordered, this 15th day of June, 19 65, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of July next.

The report states that the amount of sale was $ 6,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William C. Rogers, Atty.

FOR: EVENING CAPITAL June 17th Edition

(Final Order)

WILLIAM C. ROGERS, ATTORNEY NAMED IN MORTGAGE

versus

HARVEY MILROY HARE AND HELEN F. HARE, HIS WIFE AND REIMER & REIMER, INC. AND CLARENCE R. ANDREWS, JR. AND ANN Y. ANDREWS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th 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 20 AM 10: 43

18

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,217 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage

versus

HARVEY MILROY HARE and HELEN F. HARE, his wife and REIMER, & REIMER, INC. and CLARENCE R. ANDREWS, JR. and
ANN Y. ANDREWS, his wife

Ordered, this 15th day of June, 1965, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of July next.

The report states that the amount of sale was $6,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk.
Jy-8

FILED

No. E. C. 9380

19

OFFICE

Evening Capital

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

LIBER 164 PAGE 377

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 17,217
Harvey Milroy Hare

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of July, 1965. The first insertion being made the 17th day of June, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 164 PAGE 378

In the Case of

WILLIAM C. ROGERS, Attorney named in Mortgage

vs.

HARVEY MILROY HARE, et al

In the

Circuit Court

For

Anne Arundel County

No. 17,217 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 28, 1965

John H. Hopkins, IV, Auditor.

FILED

1965 JUL 28 AM 11:12

FINAL ORDER

ORDERED BY THE COURT, this 13th 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.

Lowell N. Phipps

Clerk

Per: C. B. Tollenick, deputy

FILED

1965 AUG 13 AM 9:02

20

Dr. WILLIAM C. ROGERS, Attorney named in Mortgage, vs.
HARVEY MILROY HARE, et al

In Acct. with WILLIAM C. ROGERS, Attorney named in Mortgage

					Cr.	
1965, June 12,						
Proceeds of Sale	6,500	00				
Interest on deferred payment of $6,000.00 from						
6/12/65 to 7/26/65 @ 6%	44	00	6,544	00		
Refund 1965 taxes - 6/12/65 to 6/30/65	6	12	6	12		
					6,550	12
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	226	32	326	32		
To Attorney 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 Attorney for expenses, viz:						
Capital-Gazette Press -advertising sale	129	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	19	06				
Robert H. Campbell - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	19	00				
One-half cost documentary stamps	3	57				
Ground rent - 5/19/65 to 6/12/65 (90.00)	5	75				
Herbert C. Moore - notary fees	2	50	229	40		
To Fraternity Federal Savings and Loan Assn. this						
balance on account of claim filed	5,918	15	5,918	15		
					6,550	12

Amount of Mortgage claim filed	9,051	98
Interest on principal balance of $9,051.98 from 6/1/65 to 8/13/65 - 73 days @ $5\frac{1}{4}$%	95	05
	9,147	03
Credit - amount allowed above	5,918	15
Balance subject to Decree in Personam	3,228	88

LIBER 164 PAGE 381

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE	:	(In Equity) No 16,818

Mr. Clerk:

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

1. Original Mortgage from William V. Horvath and Harriet R. Horvath, his wife to Baltimore Federal Savings and Loan Association, dated December 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 289.

Walter S. Calwell

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

FILED

1964 DEC -3 AM 11:46

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Servicemen's Readjustment Act (88 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1262 PAGE 289

MARYLAND

No. 16,818 Equity

LIBER 164 PAGE 382

MORTGAGE

THIS MORTGAGE, made this 17th day of December, A. D. 1958, by and between WILLIAM V. HORVATH and HARRIET R. HORVATH, 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 SEVENTEEN THOUSAND ONE HUNDRED SEVEN and 00/100ths Dollars ($ 17,107.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four and three-fourths per centum (4 3/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Eighty-nine and 24/100ths Dollars ($ 89.24), commencing on the first day of February, 1959, 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 ~~XXXXXXXXXX~~ December 16, 1988, ~~XXX~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 48, Section 2, as shown on a plat entitled "Odenton Heights, Section 2" dated October 1956, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 35. The improvements thereon being known as 101 Hilltop Road.

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 was granted and conveyed by The D and J Building Company unto the within named Mortgagors.

FILED

1964 DEC -3 AM 11:46

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

2

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

WESTINGHOUSE WASHER

WESTINGHOUSE DRYER

WESTINGHOUSE 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 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

5

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

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

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

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

Witness: Robert F. Vavrina
ROBERT F. VAVRINA

William V. Horvath [SEAL]
William V. Horvath

[SEAL]

Harriet R. Horvath [SEAL]
Harriet R. Horvath

[SEAL]

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

LIBER 1262 PAGE 293

I HEREBY CERTIFY, That on this 17th day of December, 19 58, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~city~~ county aforesaid, personally appeared William V. Horvath and Harriet R. Horvath, 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.

1500

Robert F. Vavrina
ROBERT F. VAVRINA Notary Public.

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

Rec'd for record Dec 24 1958 at 1104 A M.
Mailed to Colonial Title Guarantee Co.

tion No. 19518
1 by
med
ed by Examiner
for Record

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

WALTER S. CALWELL, Attorney Named in Mortgage
VS.
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

2247 - 9149

LIBER 164 PAGE 386

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 16,818

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 27th day of November 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED
1964 DEC -3 AM 11:46

6

LIBER 164 PAGE 387

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 16,818

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from William V. Horvath and Harriet R. Horvath, his wife,

to Baltimore Federal Savings and Loan Association

dated the 17th day of December 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1262 Folio 289.

Amount of Mortgage	$17,107.00
Less - Amount paid on principal	1,142.79
	15,964.21
Plus - interest to 11/20/64	301.29
	16,265.50
Less - balance in expense account	121.86
	$16,143.64

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 27th day of November 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

FILED

1964 DEC -3 AM 11:46

7

CALLAHAN and CALWELL
Solic.
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William V. Horvath and Harriet R. Horvath, his wife to Baltimore Federal Savings and Loan Association, dated December 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 289 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, JANUARY 5th, 1965 AT 3:15 P.M.,

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

BEING known and designated as Lot No. 48, Section 2, as shown on a plat entitled "Odenton Heights, Section 2" dated October 1956, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 35. The improvements thereon being known as 101 Hilltop Road.

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

8 No.

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

The improvements consist of a frame ranch type dwelling, containing 6 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat.

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

Cost of all Documentary stamps, and County transfer tax, if any, shall be borne by the purchaser.

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

D-29

OFFICE OF 16818

Maryland Gazette

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

LIBER 164 PAGE 388

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30 1964

We hereby certify, that the annexed Attorney's Sale

William V. Horvath

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of January, 1965. The first insertion being made the 17th day of December, 1964

FILED
1964 DEC 30 PM 1:39

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

Equity 16,818

Mortgagee and Attorney's Bond.

1-369

LIBER 164 PAGE 389

BOOK 13 PAGE 11

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-2455-64

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New-York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTEEN THOUSAND TWO HUNDRED AND NO/100 - - - - - ($16,200.00) - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 29th day of December in the year nineteen hundred and sixty-four

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from William V. Horvath and Harriet R. Horvath, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 17th day of December nineteen hundred and fifty-eight and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1262, Folio 289 ~~xxxx~~

101 Hilltop Road - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~Attest:~~

Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

Walter S. Calwell (Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols

R. H. Nichols, Attorney-in-fact

Bond approved this 31st day of December 1964

Louis N. Phipps, Clerk

FILED

1964 DEC 31 AM 11:14

9

16,818 Equity

CALLAHAN, CALW L and LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William V. Horvath and Harriet R. Horvath, his wife to Baltimore Federal Savings and Loan Association, dated December 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 289 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY
JULY 22nd, 1965
AT 2:40 P.M. (EDT)

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

BEING known and designated as Lot No. 48, Section 2, as shown on a plat entitled "Odenton Heights, Section 2" dated October 1956, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 35. The improvements thereon being known as 1254 Roundtop (formerly 101 Hilltop) Road.

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 ranch type dwelling, containing 6 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat.

TERMS OF SALE: A cash deposit of 500.00 will be rerequired of the purchaser at the time and place of sale, balance or purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other 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 Jy-15

10 N

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 390

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1965

We hereby certify, that the annexed Attorney's Sale William V. Horvath

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 22nd day of July, 1965. The first insertion being made the 1st day of July, 1965

FILED
1965 JUL 20 PM 1:27

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tighman

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 16,818

AMENDED
STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from William V. Horvath and Harriet R. Horvath, his wife

to Baltimore Federal Savings and Loan Association

dated the 17th day of December 1958, and recorded among the Land Records of Anne Arundel County in Liber GTC No 1262 Folio 289.

Amount of Mortgage	$17,107.00
Less - amount paid on principal	1,325.76
	15,781.24
Plus - interest to 6/18/65	287.32
	16,068.56
Less - balance in expense account	171.35
	$15,897.21

781.24
171.30
$609.89

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of June, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

FILED
1965 JUL 26 AM 9:45

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES E. WILLIAMS, Vice President of Baltimore Federal Savings and Loan Association purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) they are

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

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

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION (SEAL)

by Charles E. Williams (SEAL)
Purchaser

CHARLES E. WILLIAMS Vice President

_____
Address

William M. White
Notary Public

FILED
1965 JUL 26 AM 9:46

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WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		ANNE ARUNDEL COUNTY
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE	:	(In Equity) - No. 16,818
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated December 17th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 289 from said William V. Horvath and Harriet R. Horvath, 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 22nd day of July, 1965 at 2.40 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne ArundelCounty being known and designated as Lot No. 48, Section 2, as shown on a Plat entitled "Odenton Heights" dated October, 1956, by James W. Boutwell, Jr., Surveyor, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 35, the improvements whereon are known now as No. 1254 Roundtop (formerly 101 Hilltop) Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 JUL 26 AM 9:45

13

CALLAHAN, CALWELL and LAUBEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from William V. Horvath and Harriet R. Horvath, his wife to Baltimore Federal Savings and Loan Association, dated December 17, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1262 folio 289 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JULY JULY 22nd, 1965 AT 2:40 P.M. (EDT)

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

BEING known and designated as Lot No. 48, Section 2, as shown on a plat entitled "Odenton Heights, Section 2" dated October 1956, by John W. Boutwell, Jr., Surveyor and recorded among the Plat Records of Anne Arundel County in Plat Book 29, folio 35. The improvements thereon being known as 1254 Roundtop (formerly 101 Hilltop) Road.

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 ranch type dwelling, containing 6 rooms (3 bedrooms), 1 bath, forced warm air gas fired heat.

TERMS OF SALE: A cash deposit of 500.00 will be required of the purchaser at the time and place of sale, balance or purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other 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 Jy-15

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 Sixteen Thousand one Hundred ($16,100.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of July, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

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ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WILLIAM V. HORVATH AND HARRIET R. HORVATH, his wife

LIBER 164 PAGE 396

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,818 Equity

Ordered, this 26th day of July, 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 30th 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 30th day of August next.

The report states that the amount of sale was $ 16,100.00.

Louis N. Phipps Clerk.

True Copy,

Walter S. Calwell, Atty.

(Final Order)

TEST: Clerk.

For the Maryland Gazette (July 29th Edition)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

WILLIAM V. HORVATH AND HARRIET R. HORVATH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1ST day of September, 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.

E. Mackall Childs
JUDGE.

FILED

1965 SEP -2 AM 9:50

15

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
WILLIAM V. HORVATH AND HARRIET R. HORVATH, HIS WIFE	:	In Equity - No. 16,818

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

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

That your Petitioner, by his Report of Sale filed in these proceedings ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ sold certain fee simple property situated in Anne Arundel County, known as No. 1254 Roundtop (formerly 101 Hilltop) Road and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

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

ASSENT

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

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
CHARLES E. WILLIAMS Vice President

FILED

1965 JUL 26 AM 9:46

16

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 30th day of July, 1965

ORDERED by the Circuit Court for Anne Arundel County (In Equity) that W. J. Driver, Jr., Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 1254 Roundtop (formerly 101 Hilltop) Road County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

E. Mackall Childs,
JUDGE

FILED
1965 JUL 30 PM 3:34

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LIBER 164 PAGE 399

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,818 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
WILLIAM V. HORVATH and HARRIET R. HORVATH, his wife

Ordered, this 26th day of July, 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 30th 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 30th day of August next.

The report states that the amount of sale was $16,100.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-19

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 19, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,818 William V. Horvath No. 16,818 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of August, 1965. The first insertion being made the 29th day of July, 1965.

FILED
1965 AUG 20 PM 2:00

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 3214

In the Case of

WALTER S. CALWELL,
ATTORNEY NAMED IN MORTGAGE

VS.

WILLIAM V. HORVATH AND
HARRIET R. HORVATH, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,818 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 17 AM 10: 14

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th 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.

Clerk
Per: Constance B. Tollevik, deputy

FILED
1965 OCT -5 AM 9:33

19

20

Dr. Mortgaged Real Estate of William V. Horvath and

Harriet R. Horvath, 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			16,100	00		
By	Interest 6% on deferred payment						
	$15,600.00 from 7/22/65 to			107	32		
						16,207	32
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	513	00				
				563	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	18	50				
	Auditor, this account	35	00				
				63	50		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	79	32				
	New Amsterdam Casualty Co. - bond	65	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Adjustment, taxes from 7/1/65 to 7/22/65	17	16				
	Notary fees	1	25				
				197	73		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	15,383	09				
				15,383	09		
						16,207	32
	Balance due on mortgage as per mortgage						
	claim filed	15,897	21				
	Interest 4 3/4% on principal balance						
	$15,609.89 from 6/19/65 to 9/30/65	205	96				
		16,103	17				
	Credit amount allowed above	15,383	09				
	This amount subject to decree in personam	720	08				

WILLIAM C. ROGERS, Attorney *
Named in Mortgage

vs.

CLYDE EARNEST FOSTER and *
BETTY LEE FOSTER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 17,260 Equity

* * * * *

MR. CLERK:

Please docket suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson C. Gott, Jr. Lee Bldg. Annapolis, Md.
Attorney for Plaintiff

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1965 JUN 14 AM 10:49

VA Form VB4-6318 (Home Loan) May 1957. Use Optional. Serviceman's Readjustment Act (88 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 1712 PAGE 364

No. 17,260 Equity

13764

MORTGAGE

THIS MORTGAGE, made this 22nd day of November, A. D. 1963, by and between CLYDE EARNEST FOSTER and BETTY LEE FOSTER, his wife, --------------------

of Anne Arundel County ------------------------------, in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION ------------, a body corporate, duly incorporated --
~~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 ELEVEN THOUSAND FIVE HUNDRED ---------------------------------- Dollars ($ 11,500.00 --), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter ---- per centum ($5\frac{1}{4}$ ---%) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION -------------, in 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 SIXTY-EIGHT DOLLARS and NINETY-TWO CENTS ---------------- ~~Dollars~~ ($ 68.92 -----), commencing on the first day of January, 19 64, 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 December, 19 88. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING all those two lots of ground situate in the Fifth Election District, Anne Arundel County, Maryland, known and designated as Lots No. 39 and 40 of Section 6 on the Plat of Brooklyn Park, Subdivision No. 3, recorded in Plat Book G.W. No. 1, Section 3, folio 171. (Now Plat Book No. 16, folio 46.) The improvements thereon are now known as No. 203 Edgevale Road.

BEING the same lots of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County were granted and conveyed by HOWARD ~~J.~~ LEE BALLARD and PATRICIA A. BALLARD, his wife, unto CLYDE EARNEST FOSTER and BETTY LEE FOSTER, his wife, the within Mortgagors.

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1965 JUN 14 AM 10:49

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

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TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: **gas range - $30.00 - used.**

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

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 - 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS ----------, 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 ONE HUNDRED FIFTEEN Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns. *Maryland Rules of Procedure*

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:

Walter J. Zeun
WALTER J. ZEUN

Clyde Earnest Foster [SEAL]
CLYDE EARNEST FOSTER

Betty Lee Foster [SEAL]
BETTY LEE FOSTER

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE ------ to wit: BOOK 1712 PAGE 368

I HEREBY CERTIFY, That on this 22nd day of November, 19 63, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel ~~aforesaid~~, personally appeared CLYDE EARNEST FOSTER and BETTY LEE FOSTER, his wife, ---------- the above named Mortgagors, and they ---------- acknowledged the foregoing mortgage to be their ---------- act.

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

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

11.00

Walter J. Zeun
WALTER J. ZEUN Notary Public.

My commission expires: May 3rd, 1965.

Rec'd for record Nov. 27, 1963 at 9:53 A.M.
Mailed to The Security Title Guarantee Corp. of Balto.

FILE NO. 53720
WRITTEN BY Tag

INDEX ALSO IN CHATTELS
STATE OF MARYLAND

Mortgage

FROM

CLYDE EARNEST FOSTER and
BETTY LEE FOSTER, his wife

TO

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record 19 at o'clock M.
Same day recorded in Liber No. Folio &c.,
of the Land Records of
and examined per
Cost of Record, $ 11.00, Clerk.

THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

17260

LIBER 164 PAGE 407

WILLIAM C. ROGERS,	*	IN THE
Attorney Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
CLYDE EARNEST FOSTER and	*	ANNE ARUNDEL COUNTY
BETTY LEE FOSTER, his wife	*	No. 17,260 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 William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief:

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

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

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

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

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

William G. Riggs

WILLIAM G. RIGGS, Secretary

Subscribed and sworn to

before me this 6th day

of July, 1965.

Herbert C. Moore

HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC

FILED

1965 JUL -7 AM 11:51

6

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
vs.		FOR
CLYDE EARNEST FOSTER and	*	ANNE ARUNDEL COUNTY
BETTY LEE FOSTER, his wife		No. 17,260 Equity

* * * * *

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Clyde Earnest Foster and Betty Lee Foster, his wife to Fraternity Federal Savings and Loan Association dated November 22, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1712, folio 364.

Clyde Earnest Foster and wife
203 Edgevale Road
Anne Arundel County, Maryland

June 7, 1965

Original amount of Loan	$11,500.00
Interest through June	955.11
Taxes	272.78
Fire Insurance	34.62
Sanitary Charge	15.29
Securing property	
	$12,777.80
Less amount of Payments	990.29
Balance due on Loan	$11,787.51

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

William G. Riggs
WILLIAM G. RIGGS, Secretary

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 11th day of June, 1965, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William G. Riggs, Secretary of Fraternity Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true and just 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.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 JUN 14 AM 10:49

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 13 PAGE 205

LIBER 164 PAGE 409

Bond Number 78 63 334

No. 17,200 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 6 South Calvert Street, Baltimore, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve thousand and 00/100 ($12,000.00)----------

Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of July in the year of our Lord one thousand nine hundred and sixty-five

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a mortgage from Clyde Earnest Foster and Betty Lee Foster, h/w

to Fraternity Federal Savings and Loan Association, a body corporate

bearing date the 22nd day of November, 1963 and recorded among the mortgage records of Anne Arundel County

in Liber NLP 1712 No. Folio 364 and William C. Rogers

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William C. Rogers

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden William C. Rogers

has hereto set hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Wm. J. Bolt
Hera. L. Bolt

William C. Rogers (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Joann Cituk — *As to Surety*

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

Karl L. Johnston

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED:
1965 JUL 7. AM 11:52

Bond approved this 7th day of July, 19 65

Louis N. Phipps, Clerk

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
Six S. Calvert Street
Baltimore, Md. 21202
Attorneys

Mortgage Sale

OF VALUABLE FEE-SIMPLE PROPERTY

In 5th Election District — Brooklyn Park Section
NO. 203 EDGEVALE ROAD

Under and by virtue of the power and authority contained in a mortgage from Clyde Earnest Foster and Betty Lee Foster, his wife, to Fraternity Federal Savings and Loan Association, a body corporate, dated the 22nd day of November, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1712, folio 364, etc. (default having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction on the premises,

ON SAT., JULY 10, 1965 AT 11:20 A.M.

The lot of ground and improvements thereon in the 5th Election District and described as follows:

BEING all those two lots of ground situate in the Fifth Election District, Anne Arundel County, Maryland, known and designated as Lots No. 39 and 40 of Section 6 on the Plat of Brooklyn Park, Subdivision No. 3, recorded in Plat Book G.W. No No. 1, Section 3, folio 171. (Now

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Plat Book No. 16, folio 46). The improvements thereon are now known as No. 203 Edgevale Road.

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

IMPROVEMENTS: One Story Frame Dwelling 5 rooms, a bath and a 2 car garage.

TERMS OF SALE: Cash; a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in
Mortgage

ROBERT H. CAMPBELL,
Auctioneer Jy-9

OFFICE OF

Evening Capital

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

LIBER 164 PAGE 410

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1965

We hereby certify, that the annexed Mortgage Sale No. 17,260 Equity Clyde Earnest Foster et al

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 10th day of July, 1965. The first insertion being made the 12th day of June, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 JUL 12 PM 1:51

By H. Telephsmann

LIBER 164 PAGE 411

RE: 203 Edgevale Road

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 12th day of July 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Agent purchaser of said property at the foreclosure sale in this case (for) Fraternity Federal Savings and Loan Association and made oath in due form of law that he is/~~XXXX~~ the purchaser(s) of said property as agent ~~XXXXXXXXXXXX~~ for Fraternity Federal Savings and Loan Association and that they have not directly or indirectly discouraged anyone from bidding for the said property mentioned in the report of sale.

WILLIAM C. ROGERS, Agent for PURCHASER
Fraternity Federal Savings and
Loan Association

PURCHASER

HERBERT C. MOORE Notary Public

NOTARY PUBLIC

FILED
1965 JUL 14 AM 10:04

10

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 164 PAGE 412

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
Six S. Calvert Street
Baltimore, Md. 21202
Attorneys

MORTGAGE SALE

OF

VALUABLE FEE-SIMPLE PROPERTY

In 5th Election District — Brooklyn Park Section

NO. 203 EDGEVALE ROAD

Under and by virtue of the power and authority contained in a mortgage from Clyde Earnest Foster and Betty Lee Foster, his wife, to Fraternity Federal Savings and Loan Association, a body corporate, dated the 22nd day of November, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1712, folio 364, etc. (default having occurred thereunder), the undersigned, the Attorney named in mortgage, will sell at public auction on the premises,

ON SATURDAY, JULY 10, 1965

AT 11:20 A.M.

The lot of ground and improvements thereon in the 5th Election District and described as follows:

BEING all those two lots of ground situate in the Fifth Election District, Anne Arundel County, Maryland, known and designated as Lots No. 39 and 40 of Section 6 on the Plat of Brooklyn Park, Subdivision No. 3, recorded in Plat Book G.W. No. 1, Section 3, folio 171. (Now Plat Book No. 16, folio 46). The improvements thereon are now known as No. 203 Edgevale Road.

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

IMPROVEMENTS: One Story Frame Dwelling, 5 rooms, a bath and a 2 car garage.

TERMS OF SALE: Cash, a deposit of $500.00 will be required of purchaser or purchasers at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court for Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money from date of sale to date of settlement. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage

FILED

1965 JUL 14 AM 10:04

LIBER 164 PAGE 413

I hereby certify that I have this 10th day of July, 1965, sold the property described on the attached Handbill to Fraternity Federal Savings and Loan Association at and for the sum of Ten Thousand, Three Hundred Dollars ($10,300.00) it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

I hereby certify that Fraternity Federal Savings and Loan Association has on this 10th day of July, 1965, purchased the property described on the attached handbill from William C. Rogers, Attorney named in Mortgage, at and for the sum of Ten Thousand, Three Hundred Dollars ($10,300.00) and it hereby agree to comply with the terms of sale as set forth in said handbill.

FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION

By

WILLIAM C. ROGERS, Agent

FILED
1965 JUL 14 AM 10:04

12

LIBER 164 PAGE 414

WILLIAM C. ROGERS, Attorney *

Named in Mortgage

vs.

CLYDE EARNEST FOSTER and *

BETTY LEE FOSTER, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,260 Equity

* * * * *

REPORT OF SALE

TO THE HONORABLE,
THE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney Named in Mortgage to make sale of property known as No. 203 Edgevale Road, 5th Election District, in the proceedings in said cause mentioned, respectfully shows that aftergiving bond with security for the faithful discharge of his trust, as prescribed by law, which was duly approved and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of said sale said Attorney Named in Mortgage, William C. Rogers, did pursuant to said notice on Saturday, July 10, 1965 at 11:20 A.M. attend on the premises and then and there sold at public auction for the highest amount bid the fee-simple property mentioned and described in the attached advertisement of sale, which is prayed to be taken as part of this Report unto Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $10,300.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 12th day of July, 1965, before me, a subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form that the facts stated in the aforegoing Report of Sale are true as therein set forth, and that sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE Notary Public

NOTARY PUBLIC

FILED

1965 JUL 14 AM 10:04

13

ORDER NISI

LIBER 164 PAGE 415

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

CLYDE EARNEST FOSTER and BETTY LEE FOSTER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,260 Equity

Ordered, this 14th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage

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

The report states that the amount of sale was $ 10,300.00

Louis N. Phipps Clerk.

True Copy

TEST: Clerk.

Winson G. Gott, Jr., Atty.
(Final Order)

FOR: Evening Capital (July 15th Edition)

WILLIAM C. ROGERS, Attorney Named in Mortgage

versus

CLYDE EARNEST FOSTER and BETTY LEE FOSTER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 19[illegible] that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

[illegible]
JUDGE.

FILED

1965 AUG 19 AM 10: 06

14

LIBER 164 PAGE 416

WILLIAM C. ROGERS, Attorney * No. 17,260 Equity

Named in Mortgage

IN THE CIRCUIT COURT

*

vs.

FOR

ANNE ARUNDEL COUNTY

CLYDE EARNEST FOSTER and *

BETTY LEE FOSTER, his wife

* * * * *

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The petition of William C. Rogers, Attorney Named in Mortgage, respectfully represents unto your Honor:

I

That your Petitioner, by his report of sale filed in these proceedings, on the 10th day of July, 1965, sold certain fee-simple property situated in Anne Arundel County, known as 203 Edgevale Road, and described in these proceedings, to the Fraternity Federal Savings and Loan Association.

II

That the said purchaser has requested your Petitioner to substitute as purchaser in its place and stead, W. J. Driver, 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 the Fraternity Federal Savings and Loan Association.

WILLIAM C. ROGERS,
Attorney Named in Mortgage
Six South Calvert St.
Baltimore, Md. 21202
727-4456

FILED

1965 JUL 15 PM 12: 37

15

ASSENT

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

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Thomas J. Stoddard
THOMAS J. STODDARD, President

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION
INCORPORATED
1913
D.C.

FILED
1965 JUL 15 PM 12: 37

16

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 13th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore personally appeared William C. Rogers, Attorney Named in Mortgage and made oath in due form of law that the matters and facts contained in the aforegoing Petition and Assent are true and just to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

HERBERT C. MOORE, Notary Public

My Commission expires July 1, 1967.

17

7

WILLIAM C. ROGERS, Attorney *

Named in Mortgage

vs.

CLYDE EARNEST FOSTER and *

BETTY LEE FOSTER, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,260 Equity

* * * * *

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 21st day of July, 1965,

ORDERED by the Circuit Court for Anne Arundel County that W. J. Driver, Administrator of Veterans Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 203 Edgevale Road, Anne Arundel County, Maryland in the place and stead of Fraternity Federal Savings and Loan Association.

E. Marshall Childs
JUDGE

FILED

1965 JUL 22 PM 2:46

18

LIBER 164 PAGE 420

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,260 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
CLYDE EARNEST FOSTER and BETTY LEE FOSTER, his wife

Ordered, this 14th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of August next.

The report states that the amount of sale was $10,300.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
A-5

OFFICE OF

Evening Capital

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1965

We hereby certify, that the annexed Order Nisi Sale No. 17,260 Clyde Earnest Foster

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of August, 1965. The first insertion being made the 15th day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 AUG -6 PM 2:05

No. E. C. 9486

19

In the Case of

WILLIAM C. ROGERS, ATTORNEY
NAMED IN MORTGAGE

VS.

CLYDE EARNEST FOSTER AND
BETTY LEE FOSTER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,260 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 17 AM 10: 13

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th 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.

Clerk
Per: Constance B. Tolchin, deputy

FILED
1965 OCT -5 AM 9:23

20

Dr. Mortgaged Real Estate of Clyde Earnest Foster and Betty Lee Foster, his wife

In Acct. with William C. Rogers, Attorney Named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report of Sale filed			10,300	00		
By	Interest 6% on deferred payment $9,800.00 from 7/10/65 to 8/21/65			66	93		
						10,366	93
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	339	00				
				439	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	93	76				
	Speer Publications, Inc. - hand bills	18	03				
	Fidelity & Deposit Co. of Maryland - bond	24	00				
	Robert H. Campbell, auctioneer's fee	35	00				
	Adjustment, taxes from 7/1/65 to 7/10/65	4	30				
	½ Federal and State Revenue stamps	5	78				
				180	87		
To	Fraternity Federal Savings & Loan Assoc., Mortgagee on account of mortgage claim	9,670	81				
				9,670	81		
						10,366	93
	Balance due on mortgage as per mortgage claim filed	11,787	51				
	Interest 5¼% on principal balance $10,832.40 from 7/1/65 to 9/30/65	142	18				
		11,929	69				
	Credit amount allowed above	9,670	81				
	This amount subject to decree in personam	2,258	88				

LIBER 164 PAGE 423

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF JOSEPH J. SASS and	:	ANNE ARUNDEL COUNTY
MARGARET B. SASS, his wife	:	NO. 17011 EQUITY

. . . . . .

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

Michael Demyan

Michael Demyan
16 Crain Highway, S. W.
Glen Burnie, Maryland
SOuthfield 6 - 6340
Assignee for the Purpose
of Foreclosure

FILED

1965 FEB 17 PM 12: 20

LIBER 1231 PAGE 381 LIBER 164 PAGE 424

This Mortgage, Made this 20th day of August, A. D. 1958, by and between JOSEPH J. SASS and MARGARET SASS, his wife----------

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE BANK OF GLEN BURNIE, a corporation organized and existing under the laws of the State of Maryland, hereafter called the Mortgagee.

WHEREAS, the said Mortgagor stand bona fide indebted unto the said Mortgagee in the full and just sum of Twelve Thousand ---------- ($ 12,000.00) Dollars, for money this day loaned by the said Mortgagee unto the said Mortgagor, which said sum, having been used as part of the purchase price for the property hereinafter described, the said Mortgagor herewith covenant and agree to repay unto the said Mortgagee, its successors and assigns, together with interest thereon at the rate of Five ½ percent (5½) per annum, in the following manner and time:

THE SUM OF One Hundred and Thirty ----------($130.00) Dollars to be paid on the 1st day of October 19 58, and a like or similar sum on the 1st day of each and every consecutive month thereafter to and including the 1st day of November, 19 63, and the balance of the principal and interest remaining unpaid shall become due and payable on the 1st day of November 19 63; the said monthly payments to be applied first to the payment of interest at the rate aforesaid on the balance of the unpaid principal and any amount remaining after the payment of the said interest shall be applied to the payment of the unpaid principal.

ALL SUMS aforesaid to be payable in lawful money of the United States of America which shall be legal tender in payment of all debts and dues, public or private, at the office of The Bank of Glen Burnie, at Glen Burnie, Maryland, or at such other place, either within or without the said State, as the holder hereof may, from time to time, in writing, designate.

WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, at the time of making said loan, and as a condition precedent thereto, it was agreed by and between the parties hereto that the repayment of the same and of the interest to become due thereon, and of all taxes, assessments, public dues, and charges levied or to be levied by law on the property hereby mortgaged, and on the mortgage debt or debts created or secured by this Mortgage, and the payment of premiums for fire or other hazard insurance herein provided, shall be secured by the execution hereof.

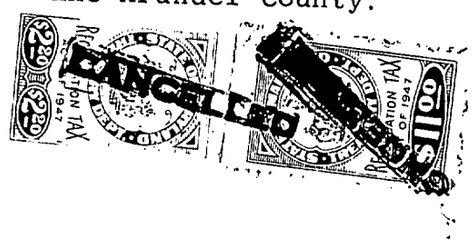
NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant, convey, transfer and assign unto the said Mortgagee, its successors and assigns, all the lot of ground being, lying and situate in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, viz:—

BEGINNING for the same at the intersection of the Southwest side of the Public Road leading from Harmans to Dorseys with the northwest side of Ridge Road; and running thence along the southwest side of the first mentioned road and in a northwesterly direction one hundred and forty-three feet; thence, leaving said County Road and running southwesterly three hundred and three feet to a twenty foot roadway; thence southeasterly, along said roadway, with the use thereof in common, one hundred and forty-three feet to the Ridge Road; thence northeasterly, along the northwest side of Ridge Road, three hundred and three feet to the place of beginning. Being designated as Lot no.1 on a plat recorded with a deed from John H. Mundel, Trustee to Julia Burley bearing date March 5, 1906, and recorded among the Land Records of Anne Arundel

County in Liber G.W. No. 40, folio 25 (or 24)

BEING ALSO that same property which the said Mortgagors acquired from Margaret Sass, Widow, by Deed dated March 3, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 254, folio 436.

SAVING AND EXCEPTING all that property as shown by State Road Plat No. 9334 filed among the Land Records of Anne Arundel County.



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

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

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

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

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

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee in the amount of at least Twelve Thousand ----------Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

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

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

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or John Demyan, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the same, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty ----------Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same, all in accordance with Article No.66 of the Code of the Public General Laws of Maryland.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefore legal tender be made of said principal, interest, costs, expenses and commission.

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

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

WITNESS:

Muriel G. Carter
MURIEL G. CARTER

Joseph J. Sass (Seal)
Joseph J. Sass

Margaret Sass (Seal)
Margaret Sass

(Seal)

(Seal)

LIBER 1231 PAGE 384 LIBER 164 PAGE 427

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 28th day of August 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH J. SASS and MARGARET SASS, his wife ---------- the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

AT the same time also personally appeared Fred. W. Kuethe, 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.

1350

Muriel G. Carter

MURIEL G. CARTER Notary Public

Rec'd for record Sept. 3, 1958, at 9:01 A.M.

Mailed to John Demyan, Jr.

196254

February 10th, 1965

We, ETHEL M. DUCKWORTH and MARGARET M. MATTHEWS, do hereby assign the within Mortgage unto MICHAEL DEMYAN, Esq., for the purpose of foreclosure.

WITNESS: Carl E. Duckworth

Ethel M. Duckworth (SEAL)
Ethel M. Duckworth

Margaret M. Matthews (SEAL)
Margaret M. Matthews

Carl E. Duckworth

MORTGAGE

From JOSEPH J. SASS and MARGARET SASS, his wife

To THE BANK OF GLEN BURNIE

Block No.

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

Cost of Record $1350

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1965 FEB 17 PM 12:20

JOHN DEMYAN, JR. LAW OFFICES GLEN BURNIE MARYLAND

Fee on Equity 17,011

1965 SEP -3 PM 5:02

ASSIGNMENT

For value received, we hereby assign the within mortgage to ETHEL M. DUCKWORTH AND MARGARET M. MATTHEWS, this thirty-first of August, 1960.

IN WITNESS WHEREOF, The Bank of Glen Burnie has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

THE BANK OF GLEN BURNIE

By Fred. W. Kuethe
Fred. W. Kuethe, President

Test: G. E. Mergenthaler, Cashier

JOHN DEMYAN, JR.
Attorney at Law
P.O. Box 266
Glen Burnie, Md.

LIBER 164 PAGE 428

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
JOSEPH J. SASS and
MARGARET B. SASS, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

NO. 17,011 EQUITY

*
*
*
*
*

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Michael Demyan, Assignee for the Purpose of Foreclosure and made oath in due form of law that he (~~xxxx~~) knows the defendants herein, and that to the best of his (~~xxxxx~~) knowledge, information and belief

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

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

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

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

Michael Demyan
Michael Demyan
Affiant

Subscribed and sworn to before me this 15th day of February, 1965.

Betty K. Harris
BETTY K. HARRIS
Notary Public

FILED
1965 FEB 17 PM 12: 20

6

LIBER 164 PAGE 429

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOSEPH J. SASS and	:	ANNE ARUNDEL COUNTY
MARGARET B. SASS, his wife	:	NO. 12,011 EQUITY

. . . . . .

STATEMENT OF ACCOUNT

Original Amount of Mortgage - August 31, 1960	$12,000.00
Interest to October 1, 1963	2,212.17
	$14,212.17
Less Payment on October 1, 1963	- 100.00
	$14,112.17
Interest to February 1, 1965	1,072.69
TOTAL	$15,184.86

Ethel M. Duckworth
ETHEL M. DUCKWORTH

Margaret M. Matthews
MARGARET M. MATTHEWS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 15th day of February, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ETHEL M. DUCKWORTH and MARGARET M. MATTHEWS, and they made oath in due form of law that the above Statement of Account is true and correct.

WITNESS my hand and Notarial Seal.

Betty K. Harris
BETTY K. HARRIS
Notary Public

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1965 FEB 17 PM 12 20

7

MICHAEL DEMYAN
Attorney at Law
16 Cran Highway, S.W.
Glen Burnie, Maryland

Mortgage Sale

OF VALUABLE FEE SIMPLE PROPERTY

One tract of land on the Southwest corner formed by the intersection of Dorsey and Ridge Roads, Fifth Election District of Anne Arundel County, Maryland.

Property located at Hanover, Fifth Election District of Anne Arundel County, State of Maryland

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Joseph J. Sass and Margaret Sass his wife, dated August 23, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1231, folio 331 (default having occurred thereunder), the undersigned, the Assignee for the purpose of foreclosure, will sell at public auction, at the Court House Door, Annapolis, Maryland, on

FRIDAY, MARCH 5, 1965, at 11:00 O'CLOCK A.M.

All that tract of land, situate, lying and being in Hanover, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the intersection of the Southwest side of the Public Road leading from Harmans to Dorsey with the northwest side of Ridge Road; and running thence along the southwest side of the first mentioned road and in a northwesterly direction one hundred and forty-three feet; thence, leaving said County Road and running southwesterly three hundred and three feet to a twenty foot roadway; thence southeasterly, along said roadway, with the use thereof in common, one hundred and forty-three feet to the Ridge Road, thence northeasterly, along the northwest side of Ridge Road, three hundred and three feet to the place of beginning. Being designated as Lot No. 1 on a plat recorded with a deed from John H. Mundel, Trustee to Julia Burley bearing date March 5, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 40, folio 25 (or 24).

8 No. E.

OFFICE OF 17,011

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 430

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 1965

We hereby certify, that the annexed

Mortgage Sale

Joseph J. Sass

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 5th day of March, 1965. The first insertion being made the 11th day of February, 1965

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

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1965 MAR -3 PM 2:13

BEING the same parcel of land which as acquired by Joseph J. Sass and Margaret B. Sass, his wife, from Margaret Sass, Widow, by Deed dated March 3, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 254, folio 436.

SAVING and EXCEPTING all that property as shown by State Road Plat No. 9334 filed among the Land Records of Anne Arundel County.

IMPROVEMENTS: A Gasoline Service Station and a Frame Dwelling.

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 money upon final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at 6 per cent from the date of sale to the date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

Michael Demyan
Assignee for the Purpose of Foreclosure
Robert H. Campbell
Auctioneer

M-2

LIBER 164 PAGE 431

LIBER 164 PAGE 432 BOOK 13 PAGE 86 17,011 Equity

MARYLAND CASUALTY COMPANY

Bond No. 92-947-253

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and the MARYLAND CASUALTY COMPANY, a Corporation duly established under the laws of the State of Maryland, and licensed to do business in the State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Five Thousand Dollars, ($25,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of March, 1965.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Assignee for the purpose of foreclosure of a certain Mortgage now under proceedings instituted in the Circuit Court for Anne Arundel County, Maryland, in Equity, Case No. 17,011, entitled IN RE the Mortgaged Real Estate of Joseph J. Sass and Margaret Sass, His Wife.

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounded Michael Demyan does and shall well and faithfully perform the trust reposed in him as Assignee to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Michael Demyan (SEAL)
MICHAEL DEMYAN

MARYLAND CASUALTY COMPANY

William Kelly (SEAL)
ATTORNEY-IN-FACT

The Above bond is this 5th day of March at 10:02 a.m. o'clock .M. approved.

Louis N. Phillips, Clerk

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1965 MAR -5 AM 10: 02

9

LIBER 164 PAGE 433

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOSEPH J. SASS and	:	ANNE ARUNDEL COUNTY
MARGARET SASS, his wife	:	NO. 17,011 EQUITY

. . . . . .

AGREEMENT AND AFFIDAVIT OF PURCHASER

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 5th day of March, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Carl Duckworth, agent for Ethel M. Duckworth and Margaret E. Matthews, who first being duly sworn, made oath in due form of law, as follows:

1. That he has purchased the property sold at public auction in the above entitled cause at and for the sum of Twenty-Seven Thousand ($27,000.00) Dollars, a deposit of One Thousand ($1,000.00) made at the time and place of sale; and agreed to comply with the terms of sale set forth in the advertisement of sale; said sale was fairly made.

2. That he was acting as agent for Ethel M. Duckworth and Margaret E. Matthews.

3. That there are no other persons who are interested as principals.

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for said property. Said sale was made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

Joan M. McGowan
Notary Public

Carl Duckworth
Carl Duckworth, Agent for
Ethel M. Duckworth and
Margaret E. Matthews

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1965 MAR -9 AM 10: 03

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOSEPH J. SASS and	:	ANNE ARUNDEL COUNTY
MARGARET SASS, his wife	:	NO. 17,011 EQUITY

. . . . . .

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Michael Demyan, Assignee for the purpose of foreclosure of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Joseph J. Sass and Margaret Sass, his wife, dated August 28, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1231, folio 381, the said Michael Demyan, Assignee for the purpose of foreclosure, default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in The Evening Capital, a newspaper published in Anne Arundel County, Maryland, and having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door, Annapolis, Maryland, on Friday, March 5, 1965, at 11:00 o'clock A. M., and then and there sold the said property to ETHEL M. DUCKWORTH and MARGARET E. MATTHEWS at and for the sum of Twenty-Seven Thousand - - - - - - ($ 27,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

One Tract of land on the southwest corner formed by the intersection of Dorsey and Ridge Roads, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the intersection of the Southwest side of the Public Road leading from Harmans to Dorsey with the northwest side of Ridge Road; and running thence along the southwest side of the first mentioned road and in a northwesterly direction one hundred and forty-three feet; thence, leaving said

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1965 MAR -9 AM 10:03

//

County Road and running southwesterly three hundred and three feet to a twenty foot roadway; thence southeasterly, along said roadway, with the use thereof in common, one hundred and forty-three feet to the Ridge Road; thence northeasterly, along the northwest side of Ridge Road, three hundred and three feet to the place of beginning. Being designated as Lot No. 1 on a plat recorded with a deed from John H. Mundel, Trustee, to Julia Burley bearing date March 5, 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 40, folio 25 (or 24).

BEING the same parcel of land which was acquired by Joseph J. Sass and Margaret B. Sass, his wife, from Margaret Sass, Widow, by Deed dated March 3, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 254, folio 436.

SAVING AND EXCEPTING all that property as shown by State Road Plat No. 9334 filed among the Land Records of Anne Arundel County

AND the said Assignee further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of Settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully Submitted

Michael Demyan

Michael Demyan
Assignee for the Purpose of Foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 8th day of March 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared MICHAEL DEMYAN, Assignee for the Purpose of Foreclosure, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Betty K. Harris

Notary Public
BETTY K. HARRIS

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ORDER NISI

LIBER 164 PAGE 436

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOSEPH J. SASS
and MARGARET SASS, his wife
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,011 Equity

Ordered, this 9th day of March, 19 65, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

The report states that the amount of sale was $ 27,000.00.

Louis N Phipps Clerk.

True Copy,

Michael Demyan, Atty.

TEST: For the Evening Capital (Mar. 11th Edition) Clerk.

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF JOSEPH J. SASS and
MARGARET SASS, his wife
~~versus~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19.

ORDERED BY THE COURT, This 21st day of September, 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.

E. Mackall Childs
JUDGE.

FILED
1965 SEP 22 AM 10: 24

13

LIBER 164 PAGE 437 BOOK 13 PAGE 93

MARYLAND CASUALTY COMPANY

Bond No. 92-947-253

No. 17,011 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, as Principal, and the MARYLAND CASUALTY COMPANY, a Corporation duly established under the laws of the State of Maryland, and licensed to do business in the State of Maryland are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars, ($2,000.00), current money, to be paid to the State of Maryland, or its certain Attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, or each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 5th day of March, 1965.

WHEREAS, under and by virtue of the power and authority vested in the said Michael Demyan, as Assignee for the purpose of foreclosure of a certain Mortgage now under proceedings instituted in the Circuit Court for Anne Arundel County, Maryland, in Equity, Case No. 17,011, entitled IN RE the Mortgaged Real Estate of Joseph J. Sass and Margaret Sass, His Wife.

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounded Michael Demyan does and shall well and faithfully perform the trust reposed in him as Assignee to foreclose the Mortgage aforesaid, or that may be reposed in him by any future order or decree in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Betty K. Harris
BETTY K. HARRIS

Michael Demyan (SEAL)
MICHAEL DEMYAN

MARYLAND CASUALTY COMPANY

William Smith (SEAL)
ATTORNEY-IN-FACT

The above bond is this 10th day of March at 11 o'clock .M. approved.

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1965 MAR 10 PM 1:17

14

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
JOSEPH J. SASS and	:	ANNE ARUNDEL COUNTY
MARGARET B. SASS, his wife	:	NO. 17,011 EQUITY

. . . . . .

STATEMENT OF CLAIM

Amount of Second Mortgage, dated September 14, 1960, between Joseph J. Sass and Margaret B. Sass, his wife, and Ethel M. Duckworth and Margaret E. Matthews, Joint Tenants, recorded in Liber G.T.C. 1423, folio 267	$ 1,200.00
Interest on Mortgage to March 1, 1965	506.10
Insurance Premium	111.94
Real Estate Taxes	1,067.94
TOTAL	$ 2,885.98

Ethel M. Duckworth
ETHEL M. DUCKWORTH

Margaret E. Matthews
MARGARET E. MATTHEWS

STATE OF MARYLAND, ANNE ARUNDEL 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 ETHEL M. DUCKWORTH and MARGARET E. MATTHEWS, and they made oath in due form of law that the above Statement of Claim is true and correct.

WITNESS my hand and Notarial Seal.

Betty K. Harris
BETTY K. HARRIS
Notary Public

BETTY K. HARRIS NOTARY PUBLIC ANNE ARUNDEL

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15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,011 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

JOSEPH J. SASS and MARGARET SASS, his wife

Ordered, this 9th day of March, 1965, That the sale of the property in these proceedings mentioned made and reported by Michael Demyan, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

The report states that the amount of sale was $27,000.00.

LOUIS N. PHIPPS, Clerk

True Copy TEST:

LOUIS N. PHIPPS, Clerk

A-1

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 439

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 13, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,011

Joseph J. Sass.

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 12th day of April, 1965. The first insertion being made the 11th day of March, 1965.

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1965 APR 14 PM 2:26

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

16 No. E. C. 42-65

In the Case of LIBER 164 PAGE 440

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOSEPH J. SASS AND MARGARET B. SASS, HIS WIFE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,011 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 20th 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.

Clerk
Per: Constance B. Tolleroth, deputy

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1965 OCT 20 AM 9:11

17

18

Dr. Mortgaged Real Estate of Joseph J. Sass and Margaret B. Sass, his wife

In Acct. with Michael Demyan, Assignee

						Cr.	
By	Amount of sale as per Assignee's Report of Sale filed			27,000	00		
By	Interest 6% on deferred payment $26,000.00 from 3/5/65 to 4/15/65			173	33		
						27,173	33
To	Assignee for fee, viz	50	00				
To	Assignee for commission, viz	820	00				
				870	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	35	50				
	Clerk, recording short assignment	1	00				
	Auditor, this account	45	00				
				91	50		
To	Assignee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	96	39				
	Maryland Casualty Co. - bond	108	00				
	Robert H. Campbell, auctioneer's fees	45	00				
	Taxes and interest, 1964	529	95				
	Adjustment, taxes from 1/1/65 to 3/5/65	67	48				
				846	82		
To	Ethel M. Duckworth and Margaret M. Matthews, Mortgagees, in full, filed first mortgage claim	15,184	86				
	Interest 5½% on $12,000.00 from 2/1/65 to 10/15/65	467	50				
				15,652	36		
To	Ethel M. Duckworth and Margaret M. Matthews, Mortgagees, in full, filed second mortgage claim	2,885	98				
	Interest 6% on $1,200.00 from 3/1/65 to 10/15/65	45	00				

				2,930	98		
To	Joseph J. Sass and Margaret B. Sass, his wife, Mortgagors, excess	6,781	67				
				6,781	67		
						27,173	33

LIBER 164 PAGE 443

WALTER S. CALWELL, Attorney Named In Mortgage VS. RICHARD W. FRYER AND FRANCES R. FRYER, HIS WIFE	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In 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 Richard W. Fryer and Frances R. Fryer, his wife, to Baltimore Federal Savings and Loan Association, dated October 4, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1698 folio 571.

Walter S. Calwell

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6841

FILED
1965 JUL 22 AM 9:55

City and County Form. LNP BOOK 1698 PAGE 571 152-280 LIBER 164 PAGE 444

This Mortgage, Made this 4th day of October, in the year one thousand, nine hundred and sixty-three, between Richard W.Fryer and Frances R.Fryer,his wife

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Thirteen Thousand One Hundred and 00/100------($13,100.00)---------- Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of Five and one-quarter percent (5¼%) per annum in the manner following:

By the payment of Seventy-two and 34/100 ($72.34) Dollars, commencing on the first day of November, 1963, and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 102,in Block B,as shown on the Plat entitled "Blossom Hills,Section 1,Second Amendment",dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34.

BEING same lot of ground which by Deed dated August 3,1960 and recorded among the Land Records of Anne Arundel County in Liber GTC 1418 folio 94 was granted and conveyed by Walter S.Calwell,Attorney named in Mortgage unto Baltimore Federal Savings and Loan Association.

BEING also the same lot of ground which by Deed dated even date herewith and recorded or intended to be recorded among the Land Records of Anne ArundelCounty prior hereto was granted and conveyed by Baltimore Federal Savings and Loan Association unto the within named Mortgagors.

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1965 JUL 22 AM 9:55

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; ~~subject to the payment of the yearly rent of~~ in Fee Simple

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland and the Maryland Rules of Procedure, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Thirty ($130.00) Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

Richard W. Fryer (signature) .... (SEAL)
Richard W.Fryer

.... (SEAL)

Robert F. Vavrina (signature)
Robert F. Vavrina

Frances R. Fryer (signature) .... (SEAL)
Frances R.Fryer

.... (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 4th day of October, 19 63 before me, a Notary Public of said State, personally appeared Richard W.Fryer and Frances R.Fryer, his wife

....

known to me, (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Mortgage, and who, acknowledged that they executed the same for the purposes therein contained, ~~as the duly authorized Vice-President of said corporation, by signing the name of the corporation by himself as Vice-President~~. At the same time and also appeared Walter S. Calwell Agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

ROBERT F. VAVRINA NOTARY PUBLIC BALTIMORE MD.

Robert F. Vavrina (signature)
Robert F. Vavrina Notary Public

My commission expires May 3, 1965

Rec'd for record Oct 8, 1963 at 9:59 A.M.

Mailed to Callahan & Calwell

4

Application No. C2541

Written by

Approved by Examiner

Ready for Record

LIBER 164 PAGE 447

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

RICHARD W. FRYER AND
FRANCES R. FRYER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

152-38n

LIBER 164 PAGE 448

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
RICHARD W. FRYER AND FRANCES R. FRYER, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 21st day of July, 1965, before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

Borrowers are not in military service

FILED

1965 JUL 22 AM 9:55

6

LIBER 164 PAGE 449

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
RICHARD W. FRYER AND FRANCES R. FRYER, HIS WIFE	:	In Equity - No.

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Richard W. Fryer and Frances R. Fryer, his wife

to Baltimore Federal Savings and Loan Association,

dated the 4th day of October 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP No 1698 Folio 571.

Amount of Mortgage	$13,100.00
Less - amount paid on principal	248.11
	12,851.89
Plus - interest to 7/16/65	311.07
	13,162.96
Less- balance in expense account	172.29
	$12,990.67

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of July, 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 JUL 22 AM 9:55

7

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

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Richard W. Fryer and Frances R. Fryer, his wife to Baltimore Federal Savings and Loan Association, dated October 4th, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1698 folio 571 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WED., AUG. 25th, 1965 AT 3:45 P.M. (E.D.T.)

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

BEING known and designated as Lot. No. 102, in Block B. as shown on the Plat entitled "Blossom Hills, Section 1, Second Amendment," dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34 the improvements whereon are now known as No. 106 Hogneck Road.

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 modern one story, ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

E. T. NEWELL & CO., INC.,
Auctioneer A-19

8 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 450

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 19, 1965

We hereby certify, that the annexed

Attorney's Sale

Richard W. Fryer
No. 17,341 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 25th day of August, 1965. The first insertion being made the 5th day of August, 1965.

FILED
1965 AUG 20 PM 2:00

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No 17,341

Mortgagee and Attorney's Bond.

I-369

LIBER 13 PAGE 248 LIBER 164 PAGE 451

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-1306-65

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 THIRTEEN THOUSAND AND NO/100 ----------($13,000.00) ------Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 20th day of August 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 Richard W. Fryer and Frances R. Fryer, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 4th day of October nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. No. 1698, Folio 571, ~~and~~

106 Hogneck 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
~~Attest~~ Witness as to Surety:

J. McDuffie
J. McDuffie

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1965 AUG 25 AM 9:48

Bond approved this 25th day of August, 1965

Louis N. Phipps, Clerk

9

LIBER 164 PAGE 452

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RICHARD W. FRYER AND FRANCES R. FRYER, HIS WIFE	:	Docket 17,341

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 25th day of August, 1965, ~~19~~, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association

purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is/are the purchaser and purchased same as principal and not as agent for anyone, and that it has/have not directly or indirectly discouraged anyone from bidding for the said property

mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION

by Charles E. Williams
Purchaser

CHARLES E. WILLIAMS ~~Vice~~ President

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

FILED
1965 AUG 30 AM 9:40

10

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
RICHARD W. FRYER AND FRANCES R. FRYER, HIS WIFE	:	(In Equity) - Docket 17,341
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 4th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1698 folio 571 from said Richard W. Fryer and Frances R. Fryer, 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 25th day of August, 1965 at 3.45 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. 102, in Block B, as shown on the Plat entitled "Blossom Hills, Section 1, Second Amendment", dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34, the improvements whereon are now known as No. 106 Hogneck Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED

1965 AUG 30 AM 9:40

11

CALLAHAN, CALWELL and LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Md.

Attorney's Sale

OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Richard W. Fryer and Frances R. Fryer, his wife to Baltimore Federal Savings and Loan Association, dated October 4th, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1698 folio 571 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WED., AUG. 25th, 1965 AT 3:45 P.M. (E.D.T.)

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

BEING known and designated as Lot. No. 102, in Block B, as shown on the Plat entitled "Blossom Hills, Section 1, Second Amendment," dated April 1957 and recorded among the Land Records of Anne Arundel County in Plat Book 29 folio 34 the improvements whereon are now known as No. 106 Hogneck Road.

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 modern one story, ranch type dwelling, containing 5 rooms, 1 bath, forced warm air oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage

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

A-19

LIBER 164 PAGE 454

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 Thirteen Thousand two Hundred ($13,200.00) 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 26th day of August, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in the Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link, Notary Public

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LIBER 164 PAGE 456

ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RICHARD W. FRYER and FRANCES R. FRYER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,341 Equity

Ordered, this 30th day of August, 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 4th 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 4th day of October next.

The report states that the amount of sale was $ 13,200.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

FOR: Maryland Gazette (Sept. 2nd Edition)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RICHARD W. FRYER and FRANCES R. FRYER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of October, 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.

E. Mackall McCubbin
JUDGE.

FILED
1965 OCT -6 AM 9:25

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,341 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

RICHARD W. FRYER and FRANCES R. FRYER, his wife

Ordered, this 30th day of August, 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 4th 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 4th day of October next.

The report states that the amount of sale was $13,200.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
S-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 457

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,341 Richard W. Fryer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of October, 1965. The first insertion being made the 2nd day of September, 1965.

FILED
1965 SEP 27 PM 1:50

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 3138

By L. H. Tilghman

LIBER 164 PAGE 458

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

vs.

RICHARD W. FRYER AND FRANCES R. FRYER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,341 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 OCT 14 PM 12 37 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of November, 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: R. E. Wayson, deputy

FILED

1965 NOV -1 AM 8:48

15

16

Dr. Mortgaged Real Estate of Richard W. Fryer and Frances R. Fryer, his wife

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

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			13,200	00		
By	Interest 6% on deferred payment						
	$12,700.00 from 8/25/65 to 10/7/65			92	40		
						13,292	40
To	Attorney for fee, viz	130	00				
To	Attorney, for commission, viz	426	00				
				556	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	78	00				
	New Amsterdam Casualty Co. - bond	52	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Adjustment, taxes from 7/1/65 to 8/25/65	36	75				
	Notary fees	1	50				
				203	25		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	12,460	15				
				12,460	15		
						13,292	40
	Balance due on mortgage as per mortgage						
	claim filed	12,990	67				
	Interest 5¼% on principal balance						
	$12,679.60 from 7/17/65 to 10/29/65	131	29				
		13,121	96				
	Credit amount allowed above	12,460	15				
	This amount subject to decree in personam	661	81				

LIBER 164 PAGE 460

IN RE: THE MORTGAGED REAL ESTATE OF FRANK T. GOLLIE and IRENE I. GOLLIE, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,352

ORDER TO DOCKET SUIT

MR. CLERK:

Please file the original mortgage and docket this foreclosure suit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main St., Annapolis, Md.
268-5049
Attorney for Purposes of Foreclosure

FILED
1965 JUL 30 PM 3:00

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—10/1/52

BOOK 1301 PAGE 14

LIBER 164 PAGE 461

No. 17,352 Equity

THIS MORTGAGE, Made this --28th--day of ---------May----------

in the year nineteen hundred and -----fifty-nine-------- by and between ----------

----------FRANK T. COLLIE and IRENE I.GOLLIE, his wife----------

Mortgagor s of the-----City of Baltimore ---- in the State of Maryland, of the first part, and

CHARLES R.SHIVES Jr. and JANICE E.SHIVES, his wife , Mortgagees , of the second part:

Whereas, the Mortgagors are justly indebted to the Mortgagees for a loan contrmporously herewith evidenced by a promissory note of even date herewith in the principal sum of $1,260.00 being part of the purchase money for the property hereinafter described with interest from the date at the rate of 5 (Five)% per annum until paid, principal and interest being payable at the residence of the mortgagees or at such place as the holder hereof may designate in writing delivered or mailed to the Mortgagees in monthly installments of $15.00 plus interest on the unpaid balance figured monthly, on the first day of June 1959 and continuing on the first day of each and every 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 June, 1966, privilige to prepay at any time reserved.

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

do grant and convey unto the Mortgagees

-------- -------- ---------- ---------- -- their--- heirs and assigns,

in fee simple, all -----that------- lot or parcel of ground situate and lying in the

Anne Arundel County
State of Maryland aforesaid, and described as follows, to wit:—Beginning for

Being known and designated as Lot No. 51, as shown on the Plat of ~~Elmwood~~ Elmwood Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15.

Being the same lot of ground or parcel which by Deed of even date was conveyed from Charles R. Shives, Jr. And Janice E. Shives, his wife to the Mortgagors, and recorded or intended to be recorded among the Land Records of Anne Arundel County, State of Maryland, prior hereto.

FILED

1965 JUL 30 PM 3:00

2

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twelve Hundred-Sixty ($1,260.00)---------- 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 Mortgagee, personal representatives, or assigns, or 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 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 ---Fifty(50.00) 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 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 parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said 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 said Mortgagees, their executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness our hands and seals

TEST:

Edward R. Jeunette

Frank T. Gollie [SEAL]
Frank T. Gollie

Irene I. Gollie [SEAL]
Irene I. Gollie

[SEAL]

BOOK 1301 PAGE 16

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 28th day of May in the year one thousand nine hundred and fifty-nine before me, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank T. Gollie and Irene I. Gollie, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Charles R. Shives, Jr. and Janice E. Shives, his wife and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

EDWARD R. JEUNETTE NOTARY PUBLIC BALTIMORE 26, MD.

Edward R. Jeunette
EDWARD R. JEUNETTE

Rec'd for record June 1, 1959 at 2:09 P.M.
Mailed to Jeunette & Schmidt

8.00

4

DATED July 30, 1965 LIBER 164 PAGE 464

FOR VALUE RECEIVED, wehereby assign the within mortgage unto C. Maurice Weidemeyer, Attorney for Purposes of Foreclosure.

Witness: Charles R. Shives Jr (SEAL)
Charles R. Shives, Jr.

Mary Harrison (SEAL)
Mary Harrison

Janice E. Shives (SEAL)
Janice E. Shives

JUL-30-65 PAID 6 8 2 3 CLK.CT.A.A.C. BCSASL — 1.00

Filed in No. 12,354 Equity

MORTGAGE

FROM

Frank T. Gollie, and

Irene I. Gollie, his wife

TO

Charles R. Shives, Jr.

and

Janice E. Shives, his wife

BLOCK NO.

Received for Record ..... 19 .....

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

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

Records of .....

and examined per .....

Clerk

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1959 JUN -1 PM 2:09 & RECORDED IN LIBER O.C. NO. 1301 FOLIO 14 GEO. T. CROMWELL, CLERK

Recd. of Record, $ 800 lb

JEUNETTE + SCHMIDT
3551 CHESTNUT AVE
BALTO 11, MD

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1965 JUL 30 PM 3:02 & RECORDED IN LIBER LMP NO. 1301 FOLIO 16 LOUIS R. PHIPPS, CLERK

1301 - 16

4A

LIBER 164 PAGE 465

IN RE: THE MORTGAGED REAL ESTATE OF FRANK T. GOLLIE and IRENE I. GOLLIE, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,352

MILITARY AFFIDAVIT

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

CHARLES R. SHIVES, Jr., being first duly sworn and on oath deposes and says:

That of his own personal knowledge he knows that Frank T. Gollie and Irene I. Gollie, his wife, are not in the military service of the United States of America.

Charles R. Shives Jr. (SEAL)
Charles R. Shives, Jr.

Subscribed and sworn to before me this 30th day of July, 1965.

Mary Harrison
Mary Harrison - Notary Public
My Commission expires July 1, 1967

FILED
1965 JUL 30 PM 3:01

5

LIBER 164 PAGE 466

IN RE: THE MORTGAGED REAL ESTATE of FRANK T. GOLLIE and IRENE I. GOLLIE, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,352

STATEMENT OF ACCOUNT

Original amount of Mortgage ----------	$1,260.00
Less payments on account of principal ----------	372.18
Balance of principal due ----------	$ 887.82
Plus interest @ 5% due and unpaid from Aug. 3, 1961	

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

CHARLES R. SHIVES, Jr., being first duly sworn and on oath deposes and says that he is presently the owner of the mortgage herein and that the foregoing is a just and true account of the balance due thereon.

Charles R. Shives Jr (SEAL)
Charles R. Shives, Jr.

Subscribed and sworn to before me this 30th day of July, 1965.

Mary Harrison
Mary Harrison Notary Public
My Commission expires July 1, 1967

FILED

1965 JUL 30 PM 3:01

6

28056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 164 PAGE 467

LIBER 13 PAGE 236

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

ROYAL-GLOBE INSURANCE

Bond No. 479878

NO. 17,352 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, C. MAURICE WEIDEMEYER as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND, FIVE HUNDRED DOLLARS ($2,500.00) ---------- current money, to be paid to the said State or its certain Attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of August, 1965.

WHEREAS by virtue of a power of sale contained in a Mortgage from Frank T. Gollie & Irene I. Gollie, his wife ---------- to Charles R. Shives, Jr. & Janice E. Shives, his wife ----------, bearing date on or about the 28th day of May, 1959, the said C. Maurice Weidemeyer as Assignee, is authorized and empowered to make sale of the property described in said Mortgage in case default should occur in the principal debt secured by said Mortgage or of the interest thereon in whole or in part, AND WHEREAS default has occurred in the payment of the Principal and interest aforesaid, and the said C. Maurice Weidemeyer 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.

C. Maurice Weidemeyer (Seal)
C. Maurice Weidemeyer PRINCIPAL

WITNESS:

Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact
SURETY

Bond approved this 9th day of August, 1965
Louis N. Phipps
Clerk

FILED
1965 AUG 9 PM 2 48

7

C. MAURICE WEIDE[illegible]ER
CLARENCE F. ROTHENBERG
Attorneys
236 Main Street
Annapolis, Md.

Attorney's Sale

of valuable FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Frank T. Gollie and Irene I. Gollie, his wife, dated May 28, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1301, folio 14, default having occurred thereunder, the undersigned, Assignee for purpose of foreclosure, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

MONDAY, AUGUST 30, 1965, AT 11:00 A.M. (EDST)

a large and valuable unimproved lot of land having a frontage of one hundred feet along Elvaton Avenue (an improved road), and having a depth of three hundred and seventy-two feet, in Elvaton Acres, 3rd Election District, Anne Arundel County, and being known and designated at Lot No. 51, as shown on Plat of Elvaton Acres, which plat is recorded among the Plat Records of said County in Plat Book No. 18, folio 28, (fomerly Plat Cab. 3, Rod E-4. Plat 15).

TERMS OF SALE: Deposit of $400.00 (or all cash at option of purchaser) will be required of purchaser at time and place of sale. Balance to bear interest at 6 per cent to time of settlement. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

8 No.

C. MAURICE WEIDEMEYER
236 Main St., Annapolis, Md.
268-5049
Assignee for Purpose of Foreclosure

GEORGE W. SCIBLE,
Auctioneer

A-26

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 468

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 28, 1965

We hereby certify, that the annexed

Attorney's Sale
No. 17,352 Eq.
Frank T. Gollie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of Monday, 1965. The first insertion being made the 5th day of August, 1965.

FILED
1965 AUG 30 PM 1.42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 164 PAGE 469

I hereby certify that I have on this 30th day of August, 1965, sold the property described on the reverse side hereof to Southern Municipal Corporation, for the sum of $1,400.00, it being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

George W. Scible, Auctioneer

I certify that Southern Municipal Corporation, a body corporate, has this 30th day of August, 1965, purchased the property described on the reverse side hereof from C. Maurice Weidemeyer, Attorney for Purpose of Foreclosure of said mortgage, at and for the sum of $1,400.00, and the said Southern Municipal Corporation hereby agrees to comply with the terms of sale as set forth on the reverse side hereof.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer, Pres

Received from Southern Municipal Corporation the sum of $400.00 for deposit as per terms on reverse side hereof.

C. Maurice Weidemeyer

FILED

9 1965 AUG 31 PM 12: 17

GEORGE W. SCIBLE . . . . . Auctioneer

C. Maurice Weidemeyer
Clarence F. Rothenberg
Attorneys
236 Main Street
Annapolis, Md.

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Real Estate

Under and by virtue of a power of sale contained in a mortgage from Frank T. Gollie and Irene I. Gollie, his wife, dated May 28, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1301, folio 14, default having occurred thereunder, the undersigned, Assignee for purpose of foreclosure, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

MONDAY, AUGUST 30, 1965

AT 11:00 A.M. (EDST)

a large and valuable unimproved lot of land having a frontage of one hundred feet along Elvaton Avenue (an improved road), and having a depth of three hundred and seventy-two feet, in Elvaton Acres, 3rd Election District, Anne Arundel County, and being known and designated as Lot No. 51, as shown on Plat of Elvaton Acres, which plat is recorded among the Plat Records of said County in Plat Book No. 18, folio 28 (formerly Plat Cab. 3, Rod E-4, Plat 15).

TERMS OF SALE: Deposit of $400.00 (or all cash at option of purchaser) will be required of purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed.

C. Maurice Weidemeyer,
236 Main St., Annapolis, Md.
268-5049
Assignee for Purpose of Foreclosure

FILED

1965 AUG 31 PM 12: 17

LIBER 164 PAGE 471

IN RE: THE MORTGAGED REAL ESTATE of FRANK T. GOLLIE and IRENE I. GOLLIE, his wife	: IN THE CIRCUIT COURT FOR : ANNE ARUNDEL COUNTY : Equity No. 17,352

AFFIDAVIT OF PURCHASER

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, To Wit:

C. MAURICE WEIDEMEYER, first being duly sworn and on oath deposes and says: That as President of Southern Municipal Corporation, a body corporate, and as agent for said Corporation, he purchased the property herein described in these proceedings and known as Lot No. 51, as shown on Plat of Elvaton Acres, and that neither he nor any one on behalf of said purchasing Corporation discouraged anyone from bidding for the property and, in fact, others were strongly urged to bid, that the sale was fairly and properly made.

C. Maurice Weidemeyer
C. MAURICE WEIDEMEYER

Subscribed and sworn to before me this 31st day of Aug. 1965

Mary Harrison
NOTARY PUBLIC

FILED
1965 Aug. 31 2:17

11

IN RE: THE MORTGAGED REAL ESTATE OF FRANK T. GOLLIE and IRENE I. GOLLIE, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 17,352

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of C. Maurice Weidemeyer, Attorney for Purposes of Foreclosure on the mortgage filed herein, respectfully shows:

That under and by virtue of the power of sale contained in the mortgage filed herein from Frank T. Gollie and Irene I. Gollie, his wife, to Charles R. Shives, Jr., and Janice E. Shives, his wife, dated May 28, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C.No. 1301, at folio 14, default having occurred under said mortgage, and after having given bond as security as required by law, and after having given due notice of the time and place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, State of Maryland, for more than four successive weeks, and also by giving notice by printed handbills distributed by hand, and by mail throughout the County, and by posting of said handbills on the property itself, and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House Door, Circuit Court for Anne Arundel County, Maryland, on Monday, August 30, 1965, at 11 o'clock, A.M., and then and there sold the said property to Southern Municipal Corporation, a body corporate, at and for the sum of One Thousand Four Hundred Dollars ($1,400.00), the said Southern Municipal Corporation being then and there at that figure the highest bidders therefor; said property being more particularly described as follows:

> Being known and designated as Lot No. 51, as shown on the Plat of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 15, Third Election District.

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1965 AUG 31 PM 12: 17

12

And the said Attorney further reports that he has received from the purchaser a deposit of $400.00 in accordance with the terms of sale which were advertised as follows:

> "Deposit of $400.00 (or all cash at option of purchaser) will be required of purchaser at time and place of sale. Balance to bear interest at 6% to time of settlement. Settlement to be made upon final ratification of Court. Purchaser to bear all costs of title examination, conveyancing and revenue stamps on deed."

Attached hereto and prayed to be considered as a part hereof is a copy of the handbille printed and circulated as aforesaid, on the reverse side of which is contained the following: (a) Certificate of Auctioneer, (b) Agreement of Purchaser, and (c) Receipt of deposit.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Attorney for Purposes of Foreclosure

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

I HEREBY CERTIFY that on this 30th day of August, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Maurice Weidemeyer, the Attorney for Purposes of Foreclosure. and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth, and that said sale was fairly made.

Mary Harrison

Mary Harrison - Notary Public

13

LIBER 164 PAGE 474

ORDER NISI

IN RE: THE MORTGAGED REAL ESTATE
OF FRANK T. GOLLIE and
IRENE I. GOLLIE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,352 Equity

Ordered, this 31st day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, Attorney for Purposes of Foreclosure

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of October next.

The report states that the amount of sale was $1,400.00

Louis N. Phipps Clerk.

True Copy

TEST: Clerk.

C. Maurice Weidemeyer, Attorney FOR: The Maryland Gazette (Sept. 2nd Edition)
(Final Order)

IN RE: THE MORTGAGED REAL ESTATE
OF FRANK T. GOLLIE and
IRENE I. GOLLIE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of October, 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.

E. Mackall Gilda
JUDGE.

14

FILED
1965 OCT -6 AM 9:26

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,352 Equity

IN RE: THE MORTGAGED REAL ESTATE OF FRANK T. GOLLIE and IRENE I. GOLLIE, his wife

Ordered, this 31st day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by C. Maurice Weidemeyer, Attorney for Purposes of Foreclosure BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of October next.

The report states that the amount of sale was $1,400.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 475

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1965

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 17,352

Frank T. Gollie

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of October, 1965. The first insertion being made the 2nd day of September, 1965.

FILED

1965 SEP 27 PM 1:58

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tulgh[illegible]

15

No. M. G. 3141

In the Case of LIBER 164 PAGE 476

MORTGAGED REAL ESTATE OF FRANK T. COLLIE and IRENE I. COLLIE, his wife

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,352 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 OCT 18 AM 10:04

All of which is respectfully submitted.

October 18, 1965

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of November, 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

16 1965 NOV -3 AM 8:59

Dr. MORTGAGED REAL ESTATE OF FRANK T. GOLLIE and IRENE I. GOLLIE, his wife

LIBER 164 PAGE 477

In Acct. with C. MAURICE WEIDEMEYER, ASSIGNEE OF MORTGAGE

					Cr.	
1965, August 30,						
Proceeds of sale	1,400	00				
Interest on deferred payment of $1,000.00 from						
8/14/65 to 10/14/65 @ 6%	7	33	1,407	33		
					1,407	33
To Assignee for fee, viz:	50	00				
To Assignee for commissions, viz:	73	25	123	25		
To Assignee for Court costs, viz:						
Plaintiffs Solicitors Appearance fee	10	00				
Clerk of Courts - Court costs	28	00				
Auditor - Stating this account	35	00	73	00		
To Assignee for expenses, viz:						
Capital-Gazette Press, Inc. - Advertising sale	64	76				
Capital-Gazette Press, Inc. - Order Nisi, Sale	15	00				
Speer Publications - Handbills	19	06				
George W. Scible - Auctioneers fee	35	00				
Globe Indemnity Co. - Bond Premium	10	00				
1965 County & State taxes - 1/1/65 to 10/14/65	7	13				
L.N. Phipps, Clerk - Recording Assmt. of Mortgage	1	00				
Mary Harrison - Notary fees	2	00	153	95		
To Charles R. Shives, Jr. & Janice E. Shives,						
Mortgage claim in full as filed	887	82				
Interest on Principal balance of $887.82 from						
8/3/61 to 11/3/65 - 4 Yrs. & 92 days @ 5%	169	31	1,057	13		
					1,407	33

IN THE MATTER OF : LIBER 164 PAGE 478 : Equity No. 17,380

The sale of the mortgaged Real Estate

of: Marthellen R Asquith and William N Asquith, her husband. : IN THE

: CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

::

ORDER TO DOCKET FORECLOSURE AND FILING OF MORTGAGE

AND MORTGAGE STATEMENT

Mr. Clerk: Please file and docket above styled foreclosure proceedings and file Mortgage and Statement herewith as exhibits.

Louis M Strauss

Louis M Strauss Attorney named in Mortgage

124 South St, Annapolis, Md.

FILED 1965 AUG 18 AM 11:46

Exhibit I

STATEMENT OF MORTGAGE DEBT AND AFFIDAVIT

Mortgage dated March 15, 1965 Recorded
L.N.P No. 1842 folio 141.

To principal Mortgage Debt.....	$13,000.00
To credit on Principal debt	19.00
To balance of Mortgae debt 8/19/65	$12,981.00
To int thru August 1965.....	155.64
	$ 13,136.64
Less Expense Account Credit	160.00
	$ 12,976.64

State of Maryland
Anne Arundel County

On this 18th day of August, 1965 before me a Notary Public of State and County aforesaid, personally appeared, Michael V Mc Cutchan Manager and Director of Capital City Federal Savings and Loan Association and made oath in due form of law that the aforegoing statement of indebtedness is true to the best of his knowledge and belief.

FILED 1965 AUG 18 AM 11:46

Witness my hand and Notarial Seal

Mildred F. Bean

Mildred F Bean Notay Public.

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

LIBER 164 PAGE 479 No. 17,380 Equity

BOOK 1842 PAGE 141

Exhibit 2

PURCHASE MONEY

THIS MORTGAGE, made this 15th day of March in the year one thousand nine hundred and sixty-five, between

William N. Asquith and Marthellen R. Asquith, his wife, of Riva, in the State of Maryland, hereinafter called Mortgagor(s), and CAPITAL CITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s), being members of said body corporate, the sum of Thirteen Thousand Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof at the rate of 6 % per annum, in the manner following:

By the payment of Eighty-four Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

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

Being known and designated as Lots Nos. 4070, 4071, 4072, 4073 and 4074, as shown on a plat entitled "Second Map of Woodland Beach", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. , folio , Cabinet 1, Rod Y, Plat 11.

BEING the same lots of ground and premise conveyed to Marthellen R. Asquith and William Nelson Asquith, her husband, by Mildred F. Bean, Trustee, by deed of even date herewith and intended to be recorded among

FILED
1965 AUG 18 AM 11:46

2

the Land Records of Anne Arundel County immediately prior hereto.

See also deed dated October 27, 1961, (G.T.C. No. 1520, folio 131) and Deed dated January 28, 1964 (L.N.P. No. 1728, folio 27, wherein Marthellen R. Asquith was granted Power to Mortgage aforesaid property.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining and all rents, issues, profits, and tenancies 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.

Provided, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions 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: (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

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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 eighty-four - - - - - - - - Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and essessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (In the event the mortgagee hold 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 tha 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 eppointment of a Receiver, as herain provided; (4) That the holder of this mortgege in eny 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 essignment, or in eny other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and essigns, 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

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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 Louis M. Strauss, their duly constituted 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, the Maryland rules of procedure, or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of One Hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

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.

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LIBER 164 PAGE 483

WITNESS the hands and seals of the said mortgagors. BOOK 1842 PAGE 145

Witness:

Mildred F. Bean
Mildred F. Bean

William N. Asquith (SEAL)
WilliamN. Asquith

Marthellen R. Asquith (SEAL)
Marthellen R. Asquith

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of March - - - - - - - in the year one thousand, nine hundred and sixty-five - - - - - ,before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William N. Asquith and Marthellen R. Asquith, his wife, - , the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are - - - - subscribed to the within Mortgage, and acknowledged that they - - - - - - - executed the same for purposes therein contained, and also they - - - - - acknowledged the foregoing Mortgage to be their - - - - act. On the same day also appeared Louis M. Strauss, - - - - - - - - - - , Agent 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.

BOOK 1842 PAGE 146

Mildred F. Bean
Notary Public
Mildred F. Bean

My Commission expires May 3, 1965.

12.50

Rec'd for record Mar. 15, 1965 at 12:07 P.M.
Mailed to Louis M. Strauss

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

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Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3* LIBER 13 PAGE 258

LIBER 164 PAGE 484 NO. 79 24 326

KNOW ALL MEN BY THESE PRESENTS: Equity No. 17,380

That we, LOUIS M. STRAUSS

as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

Fourteen Thousand and 00/100 ----------($14,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of September in the year of our Lord 1965

Whereas, the above bounden LOUIS M. STRAUSS

by virtue of the power contained in a mortgage from Marthellen R. Asquith and William N. Asquith, her husband to Capital City Federal Savings and Loan Association of Annapolis, Maryland bearing date the 15th day of March, 1965 and recorded among the mortgage records of Anne Arundel County in Liber L.N.P. No. 1842 Folio 141 and LOUIS M. STRAUSS

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden LOUIS M. STRAUSS

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden LOUIS M. STRAUSS

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Mildred F. Dean

Louis M. Strauss (SEAL)
LOUIS M. STRAUSS PRINCIPAL

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ethel M. Carle
Ethel M. Carle *As to Surety*

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

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

1965 SEP -9 AM 9:55

Bond approved this 9th day of September, 1965

Louis N. Phipps, Clerk

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LIBER 164 PAGE 485

IN THE MATTER OF THE	:	EQUITY NO. 17,380
MORTGAGED REAL ESTATE OF	:	IN THE
MARTHELLEN R. ASQUITH AND	:	CIRCUIT COURT FOR
WILLIAM N. ASQUITH, HER HUSBAND	:	ANNE ARUNDEL COUNTY

: : ::: : :

I hereby certify I sold this 14th day of September, 1965, the real estate advertised in these proceedings was sold to and unto Capital City Federal Savings and Loan Association of Annapolis, a body corporate, at and for the sum of Twelve Thousand (12,000.00) Dollars, that being the highest bid~~ders~~ therefore.

George W. Scible Auctioneer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 14th day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Scible, Auctioneer, and made oath in due form of law that he in no manner discouraged or interferred with free bidding at this sale.

Witness my hand and Notarial seal.

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

Mildred F. Bean - Notary Public

I hereby certify that I purchased the foregoing property this 14th day of September, 1965, at Public Auction at and for the sum of Twelve Thousand (12,000.00) Dollars and that I in no manner discouraged or interferred with the free bidding at this sale.

Capital City Federal Savings & Loan Asso.

By: Michael V. McCutchan

Michael V. McCutchan-Sec.-Treas.

Subscribed and sworn to this 14th day of September, 1965, by Michael V. McCutchan.

Mildred F. Bean - Notary Public

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

FILED

1965 SEP 15 AM 11:46

8

IN THE MATTER OF THE SALE OF	:	Equity No. 17,380
THE MORTGAGED PROPERTY OF	:	
MARTHELLEN R ASQUITH and WILLIAM N ASQUITH, herhusband.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

REPORT OF SALE

The report of Louis M Strauss, Attorney named in mortgage filed in these proceedings, respectfully reports:

That after giving Bond with security for the faithful performance of his Trust, and having complied with all other pre-requisites as required by Law, the Rules of this Court and the provisions of the Mortgage filed in these Proceedings, and having given Notice of the time and Place , manner and terms of sale by advertisementin the Capital Gazette, a Newspaper published in Anne Arundel County, Maryland, for at least more than twenty days as provided in said Mortgage before the day of Sale, he did pursuant to said Notice, attend the Sale, on September 14th, 1965., at 11 A.M., and did then and there proceed to sell and did sell at Public Auction the property described in said mortgage and improvements thereon at and for the sum of Twelve Thousand Dollars ($12,000.00) to and unto the Capital City Federal Savings and Loan Association, a body Corporate.

Respectfully submitted,

Louis M Strauss

Louis M Strauss, Attorney named in Mortgage.

State of Maryland, Anne Arundel County, To wit:

I hereby certify that before me, a Notary Public, personally Appeared Louis M Strauss, Attorney aforesaid and made Oath to the facts of the aforegoing Report, and made oath that Sale was fairly made without discouraging any bidding thereat.

Witness my hand and Notarial Seal.

Mildred F. Bean

Mildred F Bean Notary Public.

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

FILED

1965 SEP 15 AM 11:46

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LIBER 164 PAGE 487

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF MARTHELLEN R. ASQUITH and ~~XXXXX~~ WILLIAM N. ASQUITH, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,380 Equity

Ordered, this 15th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of October next.

The report states that the amount of sale was $ 12,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Louis M. Strauss, Attorney
(Final Order)

FOR: Evening Capital (Sept. 23rd Edition)

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF MARTHELLEN R. ~~XXXXXX~~ ASQUITH and WILLIAM N. ASQUITH, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October, 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.

E. Mackall Gilliss
JUDGE.

FILED

1965 OCT 27 AM 10: 32

10

LOUIS M. STRAUSS,
Annapolis, Md.

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

UNDER AND BY VIRTUE OF POWER OF SALE CONTAINED IN A MORTGAGE FROM WILLIAM N. ASQUITH AND MARTHELLEN R. ASQUITH, his wife dated March 15, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1842 folio 141, default having occurred thereunder, the undersigned Attorney will offer for sale at Auction, at the Court House Door, Church Circle, Annapolis, Maryland, on:

TUESDAY, SEPTEMBER 14th, 1965 AT 11 A.M. (D.S.T.)

All those Lots of Ground and Improvements thereon, lying and being in the First Election District of Anne Arundel County, Maryland, on Oakwood Road in the Development of Woodland Beach, known and designated as Lots Nos. 4070, 4071, 4072, 4073 and 4074, as shown on a Plat of Record known and designated as the "Second Map of Woodland Beach" which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book in Cabinet 1 Rod Y Plat No. 11.

Said Lots are impoved by a new modern recently constructed Ranch Type Cottage containing 3 Bedrooms, Bath, Living Dining Area, Modern Kitchen. TERMS OF SALE: A Cash Deposit of $750.00 of the purchaser or purchasers at time and place of sale; balance of purchase price to be 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, public charges to be adjusted to date of Sale. Documentary Stamps to be borne by purchaser.

No. 11

LOUIS M. STRAUSS
Attorney named in Mortgage
124 South St., Annapolis, Md.
S-13

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 488

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1965

We hereby certify, that the annexed

Attorney's Sale

William N. Asquith

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of September, 1965. The first insertion being made the 23rd day of August, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 SEP 15 PM 2 20

By [illegible]

LIBER 164 PAGE 489

Equity 17,380
In the
Circuit Court
For
Anne Arundel County

AFFIDAVIT OF NON-MILITARY SERVICE

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of October, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Louis M STRAUSS, Atty Named in Mortgage

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 N Asquith is a Civilian and is a Fuel Oil Salesman-Driver
Marthellen R Asquith is a House wife

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 15th day of October, 1965.

Notarial Seal

Mildred F. Bean
Notary Public

My Commission will expire on:
July 1, 1967

Filed,

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

FILED
1965 OCT 15 PM 2:18

12

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 17,380 EQUITY

In the Matter of the Sale of the Mortgaged Property of MARTHELLEN R. ASQUITH and WILLIAM N. ASQUITH, her husband

Ordered, this 15th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by Louis M. Strauss, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of October next.

The report states that the amount of sale was $12,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-14

FILED

1965 OCT 15 PM 2:02

13 No. E. C. 8435

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 490

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 15, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,380 William N. Asquith

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of October, 1965. The first insertion being made the 23rd day of September, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 164 PAGE 491

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARTHELLEN R. ASQUITH and WILLIAM N. ASQUITH, her husband,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,380 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.

October 28, 1965

John H. Hopkins, IV, Auditor.

1965 OCT 28 PM 2:16 FILED

FINAL ORDER

ORDERED BY THE COURT, this 15th day of November, 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 NOV 15 AM 8:51

14

15

Dr. IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MARTHELLEN R. ASQUITH and WILLIAM N. ASQUITH, her husband,

LIBER 164 PAGE 492

In Acct. with LOUIS N. STRAUSS, Attorney named in Mortgage

					Cr.	
1965, September 14,						
Proceeds of Sale	12,000	00				
Interest on deferred payment of $11,250.00 from						
9/14/65 to 10/30/65	84	24	12,084	24		
					12,084	24
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	392	52	492	52		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - COurt costs	28	00				
Auditor - stating this account	35	00	73	00		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	66	52				
Capital-Gazette Press - Order nisi, sale	15	00				
George W. Scible - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	56	00				
County & State taxes, adj. 7/1/65 to 9/14/65 ($27.59)	5	68				
Mildred F. Bean - notary fees	2	00	180	20		
To Capital City Federal Savings & Loan Assn.						
this balance on account of Mortgage claim filed	11,338	52	11,338	52		
					12,084	24

Amount of Mortgage claim filed	12,976	64
Interest on principal balance of $12,976.64 from 9/1/65 to 11/15/65 - 75 days @ 6%	160	39
	13,137	03
Credit - amount allowed above	11,338	52
Balance - subject to Decree in Personam	1,798	51

LIBER 164 PAGE 494

GLOBE HOMES, INC. 1500 New York Street Aurora, Illinois vs. Mark Brown, deceased, and Elizabeth Brown Also Known As Elizabeth Sharps 417 4th Street Annapolis, Maryland, and Edna Ruth Brown, a minor, sole surviving heir and next of kin of Mark Brown, deceased, Care of Her Mother: Lois Brown Kee Box No. 4, Boykins, Virginia, and Care of Her Attorney: Thomas M. Schiffanelli, 15 School Street Annapolis, Maryland, and Adam Brown, Administrator of the Estate of Mark Brown, deceased, Care of His Attorney, Thomas M. Schiffanelli 15 School Street, Annapolis, Maryland	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY STATE OF MARYLAND Equity No. 17,351.

PETITION OF GLOBE HOMES, INC., FOR DECREE FOR SALE OF REAL PROPERTY PER LAND INSTALLMENT CONTRACT

To the Honorable, the Judges of the Said Court:

The petition of Ralph R. Sachs, attorney for the plaintiff herein, respectfully represents:

1. That on the 17th day of June, 1964, the said Mark Brown and Elizabeth Brown, executed and delivered as buyers to the plaintiff as seller, a land installment contract of sale upon certain freehold real property in Anne Arundel County, Maryland, therein described, to secure payment of the principal balance of $4,660.00, and interest as therein provided, wherein said Mark Brown and Elizabeth Brown assented to the passage of a decree for the sale of said property, to take place at any time after any default in any covenant or condition of said installment contract, all which appears from said installment contract marked as "Petitioner's Exhibit No. 1" and filed herewith as part of this petition.

1965 JUL 30 PM 2:55 FILED

2. At the time of execution and delivery of said contract by said Mark Brown and Elizabeth Brown, it was represented to the seller that said Elizabeth Brown was the wife of Mark Brown; however, it now appears that Mark Brown did not marry said Elizabeth Brown, whose correct legal name is Elizabeth Sharps, a resident of Anne Arundel County, Maryland.

3. Said Mark Brown died in Anne Arundel County, Maryland, in 1964, and letters of administration were heretofore granted unto Adam Brown, on June 17, 1965, by the Orphans Court for Anne Arundel County, Maryland, and said administrator duly qualifed as such administrator, being represented in said proceeding by Thomas M. Schiffanelli, of Annapolis, Maryland.

4. Said Mark Brown was survived by one child, being his sole heir and next of kin, namely: Edna Ruth Brown, a minor, living with her mother, Lois Brown Kee, Box No. 4, Boykins, Virginia, and said attorney, Thomas M. Schiffanelli has been representing the interests of said child in the estate of Mark Brown including the child's interest in this proceeding.

5. Whereas, said contract is now in default and the provisions of law pertaining to foreclosure of land installments contracts in the State of Maryland have been fully complied with as per the attached Affidavit of Compliance and Notice filed herewith and marked "Petitioner's Exhibit Numbered (3) and (2) respectively,

Your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said contract and the laws of the state of Maryland thereto appertaining.

Ralph R. Sachs
Attorney for Plaintiff
American National Bank Bldg.
Laurel, Maryland. 776-7576.

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TT8v

PETITIONER'S EXHIBIT 1

LIBER 164 PAGE 496

LAND INSTALLMENT CONTRACT

THIS AGREEMENT OF SALE, made this 17th day of June, 1964, between Globe Homes, Incorporated, a body corporate, whose post-office address is P.O. Box 511 Aurora, Illinois, Seller, and Mark Brown and Elizabeth Brown, his wife, who resides at ..... and whose post-office address is ....., Buyer.

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in .....

MOB
EB

All that piece or parcel of ground situate, lying and being in the THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, State of Maryland and recorded in the Land Records of said county in Liber 1731, folio 25 and being described as follows to wit:

BEGINNING FOR THE SAME at a stone here found which marks the end of the fifth line (South 85 deg. 15 min. 00 sec. East 51 perches) of that conveyance by deed dated 10 October 46 by and between Foxwell and Foxwell, Inc., a body corporated, parties of the first part, and John Edward Brooks and Nellie M. Brooks, his wife, parties of the second part, and recorded among the Land Records of said county in Liber JHH 385, Folio 105; thence from the point of beginning so fixed and running with said Fifth line reversely as now corrected for magnetic declination North 78 deg. 46 min. West-447.35 feet to an iron pipe here set at the end of the South Edge of a 15 foot right of way as now laid out; thence leaving said fifth line of said conveyance and running North 11 deg. 14 min. East 146.20 feet to an iron pipe here set; thence South 78 deg. 44 min. East 451.85 feet to an iron pipe here set in the sixth line of said conveyance between Foxwell and Foxwell, Inc., and John Edward Brooks and wife; thence running with said sixth line of said conveyance reversely as now corrected South 12 deg. 59 min. 50 sec. West 146.03 feet to the point of beginning.
CONTAINING 1.508 ACRES OF LAND, MORE OR LESS according to survey made by James D. Hicks, County Surveyor, in March, 1949.

ALSO WITH USE THEREOF IN COMMON of the aforementioned 15 foot right of way, the south side of which begins at the iron pipe marking the end of the first line of the herein described tract and running thence North 78 deg. 46 min. West 179.19 feet to intersect the center line of a 15 foot right of way now in use; thence with said center line, the following courses and distances to the center line of the county road called the Shot Town Road; to wit South 17 deg. 15 min. West 57.36 feet, south 61 deg. 02 min. 30 sec. West 133.39 feet and south 77 deg. 56 min. West-- 142.25 feet.

BEING THE SAME PROPERTY conveyed to William H. Price and Lavinice Emile Price, his wife, from Charles W. Sharps and Elizabeth T. Sharps, his wife, by deed dated December 13, 1951, and recorded among the said land records in Liber JHH 659, folio 231.
(The said William H. Price having since departed this life.)

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1965 JUL 30 PM 3:00

LIBER 164 PAGE 497

at and for a purchase price of - $...5,260.00....
Fees and other charges, if any - $.....95.00....
Total purchase price - $...5,355.00....
Paid on account by Buyer - $.....695.00....
Principal balance owed by Buyer - $...4,660.00....

The above principal balance together with interest on the unpaid balance at 6% per annum and the estimated annual expenses listed below shall be paid by Buyer to Seller in consecutive monthly installments due and payable on the first day of each and every month beginning with the first installment due on the 1st....day of September..... 196 4. computed in the manner following:

Principal and interest (.....144.....) monthly payments - - - - - - - - - - - - - - - - - $.....45.50....
One twelfth annual taxes - $.....8.00....
One twelfth annual water rent - $.None.....
One twelfth annual premium for insurance covering loss by fire and..extendad..coverage- $.....1.50....
in the amount of $..5,000.00.... payable to Seller and/or Buyer as their - - - - - - - - -
interest may appear. Policy expiration date June..30,..1965 - - - - - - - - - - - - - - -
One twelfth other public charges - $.None.....
Total monthly payment - $.....55.00....

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, and any amendments thereto, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:.....NONE.....

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (7) of Chapter 663 of the Laws of Maryland, 1955. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract . When any mortgage or mortgages are executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said section 119 (7) of said Chapter 663, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 of Chapter 596 of the Laws of Maryland, 1951 and any amendments thereto. Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of..SIX.....per cent per annum (not more than six per cent per annum), and the expense as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.

2. That he will not assign or transfer this agreement without the written consent of the Seller.

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3. That all necessary alterations or repairs shall be made by him at his own expense.

4. That he will make the payments provided hereunder when and as they become due.

5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.

6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.

7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.

8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

At the time of the making of this agreement the Seller has received no written notice from any public agency requiring any repairs or improvements to be made to the property hereinabove described.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein, however, that if the Seller acquired said property from the Buyer, the Seller shall not be obligated to transfer the property to the buyer by a title of any higher quality than that by which it was conveyed by the Buyer to the Seller, and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of..... June 30, 1964...., at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors, administrators and successors, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties thereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herewith provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland. 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

WITNESS in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Marjorie R Watson
WITNESS

Marjorie R. Watson
WITNESS

Elston A. Palmer
WITNESS

WITNESS

Globe Homes, Incorporated (SEAL)
SELLER'S SIGNATURE

Larry Winn (SEAL)
SELLER'S SIGNATURE

Date signed by Seller June 4 1964

+Mark Brown (SEAL)
BUYER'S SIGNATURE

+Elizabeth Brown (SEAL)
BUYER'S SIGNATURE

Date signed by Buyer June 17th 1964

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 17th day of June, 1964.

Elston A. Palmer
WITNESS

+Mark Brown Buyer

WITNESS

+Elizabeth Brown Buyer

PETITIONER'S EXHIBIT NO. 2

LIBER 164 PAGE 499

JUNE 21, 1965

In the Matter of the LAND INSTALMENT CONTRACT dated June 17, 1964, between GLOBE HOMES, INC., Seller, and MARK BROWN and ELIZABETH BROWN, his wife, Buyers, of the following described property:

All that piece or parcel of ground situate in the Third Election District of Anne Arundel County, Maryland, being the same land obtained from Lavinice Emile Price, widow, by said Mark Brown, by deed of conveyance dated February 12, 1964, which said deed was duly recorded among the land records of said county in Liber 1731, Folio 25, and,

BEING THE SAME LAND DESCRIBED in a deed from Mark Brown and Elizabeth Brown, his wife, to Globe Homes, Inc., dated June 17, 1964, recorded among said land records in Book 1768, Page 141, and containing for the same 1.508 acres of land, more or less, according to survey thereof made by James D. Hicks, County Surveyor, in March, 1949.

Also with use thereof in common of a fifteen (15) foot right of way described in said latter conveyance.

TO: Edna Ruth Brown
Care of Mrs. Lois Brown Kee
Box No. 4, Boykins, Virginia

Edna Ruth Brown
Care of Mr. Thomas M. Schiffanelli
Attorney at Law
15 School Street
Annapolis, Maryland

Elizabeth Brown
Also Known As Elizabeth Sharps
417 4th Street
Annapolis, Maryland

Adam Brown, Administrator of the Estate of
Mark Brown, Deceased
Care of Mr. Thomas M. Schiffanelli
Attorney at Law
Annapolis, Maryland

NOTICE UNDER SECTION (b) RULE 1394
MARYLAND RULES OF PROCEDURE

The amount of payments in default under said Land Instalment Contract as of June 1, 1965, is the sum of Four Hundred Ninety Five and no/100 ($495.00) Dollars.

The said Land Instalment Contract, and all rights thereunder of Mark Brown and Elizabeth Brown, shall be terminated on July 23, 1965, UN-

RALPH R. SACHS
ATTORNEY AT LAW
AMERICAN NATIONAL
BANK BUILDING
LAUREL, MARYLAND

776-7576

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LESS on or before the said 23rd day of July, 1965, the said sum of $495.00 is paid.

THIS NOTICE IS GIVEN ON BEHALF OF GLOBE HOMES, INC.

GLOBE HOMES, INC.

By Ralph R. Sachs

Ralph R. Sachs, Attorney and Agent for Globe Homes, Inc.

REGISTERED NO. 2232

POSTMARK JUN 21 1965

Value $ No Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $ 50

Postage $ 05 ☐ Airmail

Deliver to Addressee Only

Postmaster, By

From Ralph R. Sachs
American National Bank Bldg
Laurel Md

To Miss Edna Ruth Brown
Box No 4
Boykins Va

POD Form 3806—May 1964 c48—16—70493-6

☐ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Edna Ruth Brown

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 6-23-65

SHOW WHERE DELIVERED (only if requested) In Person

C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Thomas M. Schifanelli

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Deliver to Addressee Only

DATE DELIVERED JUN 22 1965

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Elizabeth F. Sharpe

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED JUN 23 1965

SHOW WHERE DELIVERED (only if requested)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☒ Deliver ONLY to addressee ☐ Show address where delivered
(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Thomas M. Schifanelli

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Deliver to Addressee Only

DATE DELIVERED JUN 22 1965

SHOW WHERE DELIVERED (only if requested)

REGISTERED NO. 2233

POSTMARK JUN 21 1965

Value $ No Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $ 50

Postage $ 05 ☐ Airmail

Deliver to Addressee Only

Postmaster, By

From Ralph R. Sachs
American National Bank Bldg
Laurel Md

To Miss Edna Ruth Brown
15 School St
Annapolis Md

POD Form 3806—May 1964 c48—16—70493-6

REGISTERED NO. 2234

POSTMARK JUN 21 1965

Value $ No Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $ 50

Postage $ 05 ☐ Airmail

Deliver to Addressee Only

Postmaster, By

From Ralph R. Sachs
American National Bank Bldg
Laurel Md

To Miss Elizabeth Brown
Miss Elizabeth Sharpe
417 4th Annapolis Md

POD Form 3806—May 1964 c48—16—70493-6

REGISTERED NO. 2235

POSTMARK JUN 21 1965

Value $ No Spec. del'y fee $

Fee $ 60 Ret. receipt fee $ 10

Surcharge $ Rest. del'y fee $ 50

Postage $ 05 ☐ Airmail

Postmaster, By

From Ralph R. Sachs
American National Bank Bldg
Laurel Md

To Mr Adam Brown
15 School St
Annapolis Md

PETITIONER'S EXHIBIT 3.

State of Maryland, County of Anne Arundel, ss:

I HEREBY CERTIFY that on this 30th day of July, 1965, before me, the undersigned subscriber, a notary public of the State of Maryland, in and for the county aforesaid, personally Ralph R. Sachs attorney for the plaintiff herein, and he certified and made oath in due form of law that the provisions of Article 21, Section 113, of the Annotated Code of Laws of the State of Maryland, and as amended by pertinent Rules of Procedure controlling foreclosures of land installment contracts have been fully complied with,

Witness the signature of the affiant and my hand and notarial seal.

Ralph R. Sachs

Nan Edith Hatch
Notary Public.
My commission expires July 1, 1967.

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1965 JUL 30 PM 3:00

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LIBER 164 PAGE 502

AFFIDAVIT OF NON-MILITARY SERVICE No. 17,351.

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 30th day of July, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

Ralph R. Sachs, attorney for the

plaintiff, in the above entitled cause, and made oath, in due form of law, that defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

are not in the military service of the United States within the meaning of the Soldiers and Sailors Civil Relief Act, as amended, defendant Elizabeth Brown, aka, Elizabeth Sharps, being an employee of a laundry in Annapolis, Maryland; defendant Edna Ruth Brown being a school child; Adam Brown being sued in represntative capacity and not in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 30th day of July, 19 65.

Notarial Seal

Nan Edith Hatch

Notary Public

My Commission will expire on: July 1, 1967.

Filed,

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GLOBE HOMES, INC.

VS.

Mark Brown, deceased, et al

LIBER 164 PAGE 503

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Equity No. 17,351.

STATEMENT OF BALANCE DUE

Amount of Purchase Price	$ 4,660.00
Interest accrued from June 17, 1964, at 6% per annum to date of this statement	290.60
	$ 4,950.60
Real Estate Taxes from June 17, 1964, to date of proposed foreclosure sale	

State of Maryland, County of Anne Arundel, ss:

I HEREBY CERTIFY that on this 30th day of July, 1965, in the state and county aforesaid, personally appeared before me, the undersigned, a notary public in and for the said state and county, Ralph R. Sachs, attorney for the plaintiff herein, and made oath that the foregoing is a true statement of the amount of the balance presently due under the said land installment contract involved in this proceeding and filed herein.

Witness my hand and notarial seal.

Nan Edith Hatch
Notary Public
My commission expires July 1, 1967.

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Globe Homes, Inc. LIBER 164 PAGE 504 IN THE

vs. : CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Mark Brown, deceased, et al. :

: Equity No. 17,351.

ORDER

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

It is, Thereupon, this 4th day of ~~July~~ August, 1965, by the Circuit Court for Anne Arundel County, Maryland, sitting in Equity,

Adjudged, Ordered and Decreed, that the real property described in the land installment contract filed herein be sold in accordance with the provisions of said contract and the laws of the State of Maryland controlling foreclosure sales under land installment contracts, and it is further,

ORDERED, that Ralph R. Sachse, 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 bb the Clerk thereof, in the penalty of $6,000.00, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given notice b advertisement, inserted in such daily newspaper or newspapers published in the county of Anne Arundel, Maryland, 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 balance due on the same to bear interest at 6% per annum from date ofsale to date of payment thereof by the purchaser, with adjustment of real estate taxes to date of sale; and as soon as may be convenient after any such sale or sales, the 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 obtain-

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ing 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, Plaintiff and Defendants 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 mission , skill, attention and fideility wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the principal balance of the claim, duly verified by affidavit, as required by law, be filed in said cause, and publication of notice of such sale shall be made at least once in each week for three successive weeks, the first publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale as required by Maryland Rules of Procedure.

George Sachse

Judge of the Said Court

LIBER 164 PAGE 506

LIBER 13 PAGE 252 TRUSTEE'S BOND No. 17,351 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Ralph R. Sachs, Trustee, of Silver Spring, Maryland, and the Hartford Accident and Indemnity Co., a body corporate, duly authorized by its charter to become surety on bonds in the State of Maryland, and being a Connecticut Corporation, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand and no/100 Dollars, to be paid to the said State, or its certain attorney, to which payment 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 9th day of August, 1965.

Whereas, the above bounden Ralph R. Sachs, Trustee, by virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, passed on the 4th day of August, 1965, in an action in equity numbered 17,351 and entitled: Globe Homes, Inc. vs. Mark Brown, deceased, et al, was ordered to sell the property described in said equity proceeding, and the said Ralph R. Sachs, Trustee, is about to execute his trust and sell the said property,

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fullfill all orders and decrees passed and to be passed in said equity proceeding, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Ralph R. Sachs (Seal)
Ralph R. Sachs, Trustee.

Carl E. Ortmann, Witness.

Hartford Accident and Indemnity Co.

By W. N. Weis

Attest:

Ralph R. Sachs

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Bond approved this 30th day of August, 1965
Louis N. Phillips, Clerk

RALPH R. SACHS
ATTORNEY AT LAW
AMERICAN NATIONAL
BANK BUILDING
LAUREL, MARYLAND
776-7576

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Hartford A cident and Indemnit Company

HARTFORD, CONNECTICUT

LIBER 164 PAGE 507

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

W. N. WEIS, of WASHINGTON, D. C.,

its true and lawful Attorney(s)-in-fact, with full power and authority to each of said Attorney(s)-in-fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

and to bind the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD ACCIDENT AND INDEMNITY COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following By-Law adopted by the Stockholders of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 10th day of February, 1943.

ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD ACCIDENT AND INDEMNITY COMPANY at a meeting duly called and held on the 13th day of March, 1956.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-fact;

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD ACCIDENT AND INDEMNITY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 2nd day of April, 1962.

Attest:

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Secretary

Vice-President

STATE OF CONNECTICUT, } ss.
COUNTY OF HARTFORD,

On this 2nd day of April, A. D. 1962, before me personally came Wm. H. Wallace, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT, } ss.
COUNTY OF HARTFORD,

Notary Public
My commission expires March 31, 1967

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 8 and 11, of the By-Laws of the Company, and the Resolution of the Board of Directors, set forth in the Power of Attorney, is now in force.

Signed and sealed at the City of Hartford. Dated the 26th. day of August 19 65

Assistant Secretary

Form S-3507 3rd Rev. Printed in U. S. A. 2-'62

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RALPH R. SACH
Attorney
Laurel, Maryland

Trustee's Sale

OF VALUABLE IMPROVED PROPERTY

In the Third Election District of Anne Arundel County, Maryland.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, sitting in equity, in the case of Globe Homes, Inc. vs. Mark Brown, deceased, et al Equity No. 17,351, the undersigned, as Trustee, will sell by public auction under the portico just outside of the main front door of the Court House at Annapolis, Maryland, being the front door located on Church Circle, on

MON., AUG. 30, 1965, AT 3:00 P.M.

Eastern Daylight Savings Time all that valuable fee simple lot of ground situated in the said Third Election District of Anne Arundel County, Maryland, and described as follows:

A parcel of land containing 1.508 acres of land, more or less, and more particularly described in a deed of conveyance of the same land from Lavinice Emile Price, Widow, to Mark Brown, dated February 12, 1964, which said deed was duly recorded among the land records of said county on February 13, 1964, in Liber L.N.P. No. 1731, Folio No. 25, and,

BEING THE SAME LAND conveyed by deed of conveyance from Charles W. Sharps and Elizabeth T. Sharps, his wife, to William H. Price and Lavinice Emile Price, his wife, (the said William H. Price having departed this life after making this conveyance and prior to the conveyance hereinabove immediately mentioned), which said deed was duly recorded among said land records in JHH 659, Folio 231.

15 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 508

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 28, 1965

We hereby certify, that the annexed

Trustee's Sale

Eq. 17,351

Mark Brown, deceased, et al.

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 30th day of August, 1965. The first insertion being made the 12th day of August, 1965.

FILED

1965 AUG 30 PM 1:42

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hilgherman

THE IMPROVEMENTS on said land consist of a one-story frame dwelling house, containing two bedrooms, living room, kitchen, and bath room, basement partly constructed, plumbing fixtures not connected, but plumbing roughed in and fixtures in building, lights connected, no heating plant, but having heating hot-air ducts in place, bath tub and commode in place but not connected, no well or septic tank constructed, the land been accessible from good road on secondary roadway leading from good road to property, the property being a few blocks from U. S. Highway No. 50.

TERMS OF SALE: A deposit of $500.00 will be required in cash or equal at the time and place of auction sale, balance in cash upon final ratification of sale by the said Court, and said balance to bear interest at 6 per cent per annum from date of sale to settlement, with adjustment of real estate taxes to date of sale, to the end that the amount paid for the said property shall be net to the Trustee except for said adjustment of taxes, all other expenses to be born by the purchaser, such as recordation of deed of conveyance, etc. For any particulars about location of property and other details, please call undersigned: 776-7576 or 588-1606.

RALPH R. SACHS,
Trustee A-26

LIBER 164 PAGE 510

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Globe Homes, Inc.	:	
Plaintiff	:	
vs.	:	Equity No. 17,351.
Mark Brown, deceased, et al.	:	
Defendants	:	

AUCTIONEER'S CERTIFICATE

This is to certify that on this 30th day of August, 1965, the property described in the advertisement of sale ordered by the said court in this proceeding was sold to the highest bidder upon public auction sale conducted by the undersigned in front of the Court House Door, located on Church Circle, Annapolis, Maryland, at the time announced in the said advertisement. The highest bidder was GLOBE HOMES, INC, and the sale price was the sum of $ 4,500.00. It was announced prior to the sale that the following described notice of mechanic's lien had been filed against the subject property, namely: a Notice of Mechanic's Lien, dated June 23, 1965, filed by Statewide Plumbing and Heating - General Contractors, Inc. against Mark Brown, Deceased, and others, being Mechanic's Lien instrument numbered 214232, recorded among the land records of Anne Arundel County, Maryland, on June 23, 1965, in Liber 29, Folio 351 of the Mechianic's Liens Records; that the said notice claimed as due for work and material furnished to said property and improvements thereupon in the sum of $1,475.00 per contract between the said lienor and said Mark Brown dated September 28, 1964, and that said work and material had been furnished less than six months prior to filing of said notice, and that Mark Brown was the reputed owner of the said property at time of filing of said notice. The auctioneer proceeded to further announce that it was not known if said notice of lien was a good lien against the subject property but the notice of said recordation was being presented for what it might be worth and as notice to all concerned at said sale.

FILED
1965 AUG 30 PM 3:42

Ralph R. Sachs, Auctioneer: Trustee.

RALPH R. SACHS
ATTORNEY AT LAW
AMERICAN NATIONAL
BANK BUILDING
LAUREL, MARYLAND
776-7576

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LIBER 164 PAGE 511

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Globe Homes, Inc.	:	
Plaintiff	:	
vs.	:	Equity No. 17,351.
Mark Brown, deceased, et al	:	
Defendants	:	

AFFIDAVIT OF COMPLIANCE WITH RULE BR9(c) (3)

State of Maryland,

County of Anne Arundel, ss:

THERON T. CRICK, having been duly sworn according to law, deposes and says: that the property involved in this proceeding was purchased by GLOBE HOMES, INC; that said purchase was made at public auction sale conducted by Ralph R. Sachs, Trustee, on August 30th, 1965, at the Court House Door of the above named Court; that the purchaser was not acting as agent for anyone other than the purchaser in making this purchase; that no persons are interested in this purchase as principals except the said purchaser; that the purchaser has not directly or indirectly discouraged anyone from bidding for the said property at said auction sale; that the undersigned affiant is the AGENT of the said purchaser.

Theron T. Crick

Subscribed and Sworn to before me this 30th day of August, 1965.

Nan Edith Hatch
Notary Public, in and for said state and county. My commission expires on the 1st day of July, 1967.

NOTARY PUBLIC ANNE ARUNDEL

RALPH R. SACHS
ATTORNEY AT LAW
AMERICAN NATIONAL
BANK BUILDING
LAUREL, MARYLAND
776-7576

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1965 AUG 30 PM 3:42

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Globe Homes, Inc.	:	
Plaintiff	:	
vs.	:	Equity No. 17,351.
Mark Brown, Deceased et al.	:	
Defendants	:	

TRUSTEE'S REPORT OF SALE

To the Honorable, the Judges of the Said Court:

The report of the undersigned Trustee, being the trustee appointed by order of this Court in this proceeding, respectfully shows as follows:

That upon qualification of the undersigned as Trustee in accordance with the terms of said order of this Court, and having complied with all of the other duties required by the terms of said order and by law and the land installment sales agreement being herein foreclosed, and having given notice of the time, place, terms, and manner of sale by advertisement in the Maryland Gazette, a weekly newspaper published in said county, as required, the said Trustee, did pursuant to said notice, attend the place of sale, to-wit, at the Court House Door, located on Church Circle, Annapolis, Maryland, and under the portico just outside thereof, on Monday, August 30, 1965, at 3:00 o'clock p.m., commence the public auction of the subject property described as aforesaid in said advertisement, and which was the property described in said land installment sales agreement by first announcing that a certain mechanic's lien notice had theretofore been filed against the said property and announced the details set forth in particular in the Auctioneer's Certificate filed herein by the undersigned, and that thereafter, the said property was duly sold at the said time and place to

GLOBE HOMES, INC,

RALPH R. SACHS
ATTORNEY AT LAW
AMERICAN NATIONAL
BANK BUILDING
LAUREL, MARYLAND
776-7576

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FILED
1965 AUG 30 PM 3:42

at and for the sum of $ 4,500.00, subject to whatever legal effect the said notice of mechanic's lien would have upon the property, if any.

That the said sale was fairly made in all respects.

Witness my hand a seal.

Ralph R. Sachs (Seal)
Ralph R. Sachs, Trustee.

State of Maryland,

County of Anne Arundel,

I HEREBY CERTIFY that on this 30th day of August, 1965, before me, a notary public in and for the said state and county, personally appeared Ralph R. Sachs, Trustee, in my said county, being the person who signed the foregoing Report, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true to the best of his knowledge, information, and belief and further made oath that the sale therein reported was fairly made.

Witness my hand and official seal this 30th day of August, 1965.
My commission expires onthe 1st day of July, 1967.

Nan Edith Natch
Notary Public.
My commission expires July 1, 1967.

RALPH R. SACHS
ATTORNEY AT LAW
AMERICAN NATIONAL
BANK BUILDING
LAUREL, MARYLAND
776-7576

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LIBER 164 PAGE 514

ORDER NISI

GLOBE HOMES, INC.

versus

MARK BROWN, Deceased et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,351 Equity

Ordered, this 30th day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by Ralph R. Sachs, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of October next.

The report states that the amount of sale was $4,500.00

Louis N. Phipps Clerk.

True Copy,

Ralph R. Sachs, Attorney
(Final Order)

TEST: Clerk.
FOR: Maryland Gazette (Sept. 2nd Edition)

GLOBE HOMES, INC.

versus

MARK BROWN, DECEASED et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of October, 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.

Eugene Mackall Childs
JUDGE.

FILED

1965 OCT -6 AM 9:26

20

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,351 Equity

GLOBE HOMES, INC.

versus

MARK BROWN, Deceased et al

Ordered, this 30th day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by Ralph R. Sachs ,Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of October next.

The report states that the amount of sale was $4,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-23

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 164 PAGE 515

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,351
Mark Brown,
(deceased)

was published in

Maryland Gazette

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

FILED
1965 SEP 27 PM 1:50

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

21 No. M. G. 3142

In the Case of LIBER 164 PAGE 516

GLOBE HOMES, INC.

VS.

MARK BROWN, DECEASED, ET AL.

In the

Circuit Court

For

Anne Arundel County

No. 17,351 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 OCT 18 AM 10: 04

All of which is respectfully submitted.

October 18, 1965

C. Christopher [illegible]

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 3rd day of November, 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 NOV -3 AM 8: 58

22

23

Dr. GLOBE HOMES, INC. VS. MARK BROWN, DECEASED, ET AL, ETC.

LIBER 164 PAGE 517

In Acct. with RALPH S. SACHS, TRUSTEE

					Cr.	
1965, August 30,						
Proceeds of sale	4,500	00				
Interest on deferred payment of $4,000.00 from						
8/30/65 to 10/6/65 @ 6%	33	00	4,533	00		
					4,533	00
To Trustee for commissions, viz:	165	99	165	99		
To Trustee for Court Costs, viz:						
Plaintiffs Solicitors Appearance fee	10	00				
Clerk of Courts - Court costs	28	00				
Auditor - Stating this account	35	00	73	00		
To Trustee for expenses, viz:						
Capital-Gazette Press, Inc. - Advertising sale	76	14				
Capital-Gazette Press, Inc. - Order Nisi, Sale	15	00				
Hartford A & I Co. - Trustees Bond Premium	24	00				
1965 Taxes - 7/1/65 to 8/30/65, Adj. ($16.86)	2	80				
Nan Edith Hatch - Notary fees	2	50	120	44		
To Globe Homes, Inc., this balance on account of						
Claim filed	4,173	57	4,173	57		
					4,533	00

SOUTHERN MUNICIPAL CORPORATION,
a body corporate of the
State of Delaware
236 Main Street, Annapolis, Md.,

Plaintiff

vs.

PEARL JOYNER
1808 Dukeland St.
Baltimore 16, Md.

WILLIAM E. JOYNER
1808 Dukeland St.
Baltimore 16, Md.

ROBERT A. JOYNER
1808 Dukeland St.
Baltimore 16, Md.

BEATRICE STOKES
1808 Dukeland St.
Baltimore 16, Md.

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:

Lot 6, as shown on Plat of Maxie A. Brooks Land, 50 x 146.84 x 52.05 x 161 ft. on east side of Furnace Branch Road (J.H.H. 310, folio 118).

DOROTHY M. VANSCHELVEN
aka Dorothy M. Van Schelven
aka Dorothy M. Vauschelven, and
WILLIAM J. VANSCHELVEN, her husband
4606 - 29th St., Route 3
Mt. Rainier, Md.

LOREN A. MATTHEWS
Address Unknown

AVALON SHORES, INC.
602 Kennedy St. N.W.
Washington 11, D. C.

AND any and all persons having or claiming to have any interest in the f following described real estate located in the Seventh Election District of Anne Arundel County:

Lots 8 to 11, Sec. B, Block 33, and Imps., Avalon Shores, (GTC 1285, folio 187).

HARVEY HINNANT and
IDA P. HINNANT, his wife
Box 423
Lillington, North Carolina 27546

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:

Lots 17, 18, 44, 45, Sec. B, Plat 2, Alberta Hts., (GTC 1259, folio 362).

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
EQUITY NO. 17,253

FILED
1965 JUN -9 PM 3:41

ROBERT A. MILLS and
MARTHA MILLS, his wife,
aka Martha M. Mills,
1826 "G" St. N.W.
Washington, D. C.

WARREN SMADBECK and
MADELINE SMADBECK, his wife
17 West 56th St.
New York, New York

AND any and all persons having or claiming to have any interest in the following described real estate located in the First Election District of Anne Arundel County:

Lots 890 to 899, incl., Sheet No. 1, Plat of Woodland Beach (JHH 358, folio 320).

SANTO NAVARRIA
4805 Calumet Avenue
Baltimore, 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:

Lots 173, 174, 175, Sheet 1, Plat of Woodland Beach, (FSR 122, folio 384).

GEORGE E. BARSH and
CLAIRE C. BARSH, his wife
6807 Standard Drive, Ridout Valley
Landover, Md.

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:

Lot 23, Block A, Sec. 1, Hillsmere Estates (GTC 1289, folio 325).

GEORGE L. KUHN and
HELEN M. KUHN, his wife,
aka Helene M. Kuhn
8719 Old Harford Road
Baltimore 14, Md.

BEACH SHORES, Inc.,
711 - 14th St. N.W.
Washington 5, D. C.

SUNRISE BEACH, 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:

Lot 1173, Sec. 4, Sunrise Beach (GTC 1044, folio 398).

COL. JOHN A. MARTIN and
GENE E. MARTIN, his wife
138 Lawton Road
Ft. Benjamin Harrison, Indiana

BEACH SHORES, INC.
711 - 14th St. N.W.
Washington 5, D. C.

2

SUNRISE BEACH, 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:

Lot 358, Plat 1, Sec. 2, Sunrise Beach (JHH 931, folio 161).

ANNA H. WALKER, aka
Anna Humbert Walker
1732 Concord Road
Chester, Pennsylvania

E. GROSS, aka
Elsie Bell Gross
1732 Concord Road
Chester, Pennsylvania

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:

1.024 acres, near Earleigh Hts. Road, as shown on Plat recorded with deed in J.H.H. 528, folio 227.

EDWARD MITCHELL
aka Edward T. Mitchell, Sr.
1100 W. Fayette St. or 1221 W.Fayette St.
Baltimore 23, Md.

MARY E. MITCHELL
1100 W. Fayette St.or 1221 W. Fayette St.
Baltimore 23, 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:

Lot 69, Re Sub Lot 9 and 10, Old Annapolis Blvd. near Glen Burnie (JHH 941, folio 142).

H. W. RUTHERFORD
aka H. Wayne Rutherford, and
A. A. RUTHERFORD, aka
Audrey A. Rutherford, his wife,
1218 E. 222nd St.
Los Angeles, California

THOMAS N. HAUGH
Address unknown

CAPE ST. CLAIRE IMPROVEMENT ASSN., Inc.
c/o Harry Rever
P. O. Box 1808
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:

Lot 19, Block AQ, Plat 9, Cape St. Claire (GTC 1140, folio 21).

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GEORGE H. PHELAN
426 N. Hilton St.
Baltimore 29, Md.

CAPE ST. CLAIRE IMPROVEMENT ASSN., Inc.
c/o Harry Rever
P. O. Box 1808
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:

Lot 42, Block J, Deep Creek Subdivision, Sec. 2, Cape St. Claire, (JHH 833, folio 88).

ERNEST R. BUTTNER
aka Ernest Buttner, and
K. BUTTNER
aka Kadrin Buttner, his wife
Laurel Acres, Route 10
Pasadena P.O., Md.

ARUNDEL HOME FINANCE CORPORATION, Mortgagee
c/o John A. Blondell
5 Crain Highway N., Glen Burnie, Md.

MARSTELLER BROTHERS, Inc., Mortgagee
518 Crain Highway NW
Glen Burnie, 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:

Lot 272A, Sec. A, Laurel Acres (GTC 1428, folio 388), being that lot located on the corner of Dorchester Road and Dover Road with frontage of 50 ft. on Dorchester Road and 155.27 feet on Dover Road, designated as Lot 272 within that area bounded on the north by Cambridge Road, on the south by Dorchester Road, on the east by Dover Road, and on the west by Laurel Drive, as shown on Revised Plat of Laurel Acres, Sec. A, recorded in Plat Book 24, folio 24.

HOMER C. McCARTHY and
I. McCARTHY, aka
Isabelle McCarthy, his wife,
7 Bertram Drive
Glen Burnie, 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:

Lots 13 and 14, Tract 6, Powhatan Beach (GTC 1043, folio 525).

GEORGE W. HOLMES and
SHIRLEY M. HOLMES, his wife
Route 1
Woodbine, 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:

Lot 36 on Revised Plat 1, Rock Creek Park (GTC 1428, folio 366).

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WAYNE THOMPKINS,
aka Wayne W. Thompkins
Roland & Park Roads
Route 4, Box 423
Pasadena, Md.

AGNES THOMPKINS
aka Agnes M. Thompkins
Roland & Park Roads
Route 4, Box 423
Pasadena, Md.

UNITED STATES OF AMERICA
C/O Director of Internal Revenue
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:

Lot 23, Block D, Silver Sands (GTC 1083, folio 537).

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That is 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 14, 1963, your Plaintiff at a regular tax sale, purchased from Edward N. C. Bradley, Treasurer of Anne Arundel County, and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

1. Cert. No. 4174B - Lot 6, Block 1155C as shown on the plat of E. Glen Burnie, Fifth Dist., and assessed to Pearl Joyner, et al.

2. Cert. No. 4180B - Lots 8 to 11 Sec. B, Block 33, Imps. GTC 1285/187, as shown on plat of Avalon Shores, 7th Dist., and assessed to Dorothy M. Vanschelven.

3. Cert. No. 4184B - Lots 17-18, 44-45, Sec. B, Block 62, Plat 2, GTC 1259/362, as situated at Alberta Hts., 4th Dist., and assessed to Harvey and Ida P. Hinnant.

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4. Cert. No. 4212B - Lots 890 to 899, as shown on plat of Woodland Beach, First Dist., and assessed to Robert A. Mills and wife.

5. Cert. No. 4213B - Lots 173-174-175 as shown on plat of Woodland Beach, First Dist., and assessed to Santo Navarria.

6. Cert. No. 4215B - Lot 23, Block A, Sec. 1, GTC 1289/325, as shown on plat of Hillsmere, 2nd District, and assessed to Geo. E. & Claire C. Barsh.

7. Cert. No. 4220B - Lot 1173, Sec. 4, GTC 1044/398, as shown on plat of Sunrise Beach, Second Dist., and assessed to Geo. L. & Helen M. Kuhn.

8. Cert. No. 4221B - Lot 358, Plat 1, Sec. 2, JHH 931/161 as shown on plat of Sunrise Beach, Second Dist., and assessed to John A. & G. E. Martin.

9. Cert. No. 4227B - Lot 1.024 acres, Blk. 170 as situated west side Earleigh Hgts. Road, Third Dist. and assessed to Anna H. & Gross E. Walker.

10. Cert. No. 4228B - Lot 69, Resub. Lot 9-10, JHH 941/142 as situated on Old Annapolis Blvd. near Glen Burnie, Third Dist., and assessed to Edward Mitchell.

11. Cert. No. 4231B - Lot 19, Block AQ, Plat 9, GTC 1140/21 as situated Cape St. Claire, Third Dist., and assessed to H. W. & A. A. Rutherford.

12. Cert. No. 4232B - Lot 42, Blk J, JHH 833/88, Deep Creek Sub-div. as situated Cape St. Claire, Third Dist., and assessed to George H. Phelan.

13. Cert. No. 4237B - Lot 272-A, Sec. A, GTC 1428/388, as shown on the plat of Laurel Acres, Third Dist. and assessed to Ernest R. & K. Buttner.

14. Cert. No. 4241B - Lots 13-14, Tract 6, GTC 1043/525, as shown onplat of Powhattan Beach, Third Dist. and assessed to Homer C. & I. McCarthy.

15. Cert. No. 4242B - Lot 36, Rev. Plat GTC 1428/366, as shown on plat of Rock Creek Part, Third Dist., and assessed to George W. & Shirley M. Holmes.

16. Cert. No. 4248B - Lot 23, Block D, GTC 1083/537, as shown on plat of Silver Sands, Third Dist. and assessed to Wayne & Agnes Thompkins.

3. That said Tax Sale Certificates as hereinabove set forth, to wit: Numbers 4174B, 4180B, 4184B, 4212B, 4213B, 4215B, 4220B, 4221B, 4227B, 4228B, 4231B, 4232B, 4237B, 4241B, 4242B and 4248B, dated October 14, 1963, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 to 16", 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 Pearl Joyner, Beatrice Stokes, William E. Joyner and Robert A. Joyner are the owners of record, as joint tenants, of an irregular size lot approximately 50 x 141.84 x 52.05 x 161 feet located on the east side of Furnace Branch Road in the Fifth Election District and known as Lot No. 6 on the unrecorded plat of Maxie A. Brooks Land dated July 14, 1941, by virtue of a deed from Maxie A. Brooks and wife dated June 6, 1944 and recorded among the Land Records of Anne Arundel County in Liber JHH 310, folio 118.

(b) That William J. Van Schelven aka William J. Vanschelven, and Dorothy M. Van Schelven, aka Dorothy M. Vanschelven, aka Dorothy M. Vauschelven, his wife, became the fee simple owners of record as tenants by the entirety of Lots No. 8, 9, 10 and 11 in Block 33 as shown on a Plat entitled "Avalon Shores Sec. B, Seventh Election District" which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10 at Page 4, by virtue of a deed from Wayne C. Trackler dated August 15, 1946, and recorded among the Land R Records of Anne Arundel County in Liber 375, Page 306, and also by a confirmatory deed from Wayne C. Trackler and Della D. Trackler, his wife, dated April 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 409, at Page 26. That thereafter by deed dated April 5, 1954 and recorded in Liber GTC 1285 at Page 187, William J. Van Schelven purported to convey all of his interest in said lots to Dorothy M. Van Schelven and Loren A. Matthews, but said Loren A. Matthews is named only in the habendum clause of said deed and is not named in the granting clause thereof. That said William J. Van Schelven and Loren A. Matthews are named as defendants herein for any possible interest they might have in said lots in said deed. Avalon Shores, Inc., is joined as a party defendant herein to foreclose any interest it may have for any unpaid maintenance charges due by virtue of covenants in the deed it is entitled to receive.

(c) That Harvey Hinnant and Ida P. Hinnant, his wife, are the owners of record, as tenants by the entireties, of Lots No. 44 and 45 and 17 and 18, Sec. B, as shown on Plat No. 2 of Alberta Heights in

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the Fourth Election Districtof Anne ArundelCounty, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 20 at Page 7, by virtue of a deed from Harry A. Carpenter and wife dated August 29, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC 1259, folio 362.

(d) That Robert A. Mills and Martha M. Mills, aka Martha Mills, his wife, are the owners of record, as tenants by the entirety, of Lots No. 890 through 899, both inclusive,as shown on Sheet No. 1, Plat of Woodland Beach, First Election District of Anne Arundel County, which said Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8 at Page 8, by virtue of a deed from T. Carroll Worthington, et al., dated April 29, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 358, folio 320. That Warren Smadback and Madeline Smadback, his wife, are joined to foreclose any possible remainder of interest they may have in said lots by virtue of a tax sale as disclosed by tax sale proceedings #5888 in the Circuit Court for Anne Arundel County.

(e) That Santo Navarria is the owner of record of Lots No. 173, 174 and 175 as shown on Sheet No. 1, Plat of Woodland Beach, First Election District, Anne Arundel County, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 8, Page 8, by virtue of a deed from Frank I. Williams and wife, dated August 7, 1933, and recorded among the Land Records of Anne Arundel County in Liber FSR 122 at folio 384.

(f) That George E. Barsh and Claire C. Barsh, his wife, are the owners of record, as tenants by the entireties, of Lot No. 23, Block A, Sec. 1, as shown on the Plat of Hillsmere Estates which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 23 at Page 14, by virtue of a deed from Hillsmere Estates, Inc. dated April 10, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1289, folio 325.

(g) That George L. Kuhn and Helene M. Kuhn, aka Helen M. Kuhn, his wife, are the owners of record, as tenants by the entireties, of Lot No. 1173 as shown on Plat of Sunrise Beach, Sec. 4, in the Second Election District, which said plat is recorded among the Plat Records

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of Anne Arundel County in Plat Book 23 at Page 1, by virtue of a deed from Beach Shores, Inc., dated October 14, 1954, and recorded among the Land Records of Anne Arundel County in Liber GTC 1044 at folio 398. That Beach Shores, Inc. and Sunrise Beach, Inc., both Maryland corporations, are joined as defendants herein by virtue of deed covenants for payment of maintenance fee, and also because they are both plaintiffs in Equity No. 13181, in the Circuit Court for Anne Arundel County, which said suit stands uncompleted and was filed against defendants George L. Kuhn and Helene M. Kuhn to foreclose under a lien for unpaid maintenance fees.

(h) That John A. Martin and Gene E. Martin, his wife, are the owners of record, as tenants by the entireties, of Lot No. 358 as shown on Plat of Sunrise Beach, Sec. 2, Plat 1, Second Election District, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22 at page 43, by virtue of a deed from Beach Shores, Inc., dated August 30, 1954 and recorded among the Land Records of Anne Arundel County in Liber JHH 931 at folio 161. That Beach Shores, Inc. and Sunrise Beach, Inc. are joined as defendants herein to foreclose any possible claims they may have by virtue of any possible unpaid maintenance fees.

(i) That Anne Humbert Walker, aka Anna H. Walker, and Elsie Bell Gross, aka E. Gross, are the owners of record, as joint tenants, of 1.024 acres of land, more or less, situate in the Third Election District of Anne Arundel County, near Earleigh Heights Road, by virtue of a deed from Howard Jennings and wife dated 1949, and recorded among the Land Records of Anne Arundel County on July 5, 1949, in Liber JHH 528, at folio 227.

(j) That Edward Mitchell, aka as Edward T. Mitchell, Sr., is the owner of record of Lot #69 as shown on a certain plat entitled "Subdivision of Lots 9 and 10 as shown on the recorded plat of subdivision of property on Old Annapolis Road , recorded in Plat Book 18, page 39", and which subdivision Plat of Lots 9 and 10 showing Lot #69 being recorded in Plat Book 21 at Page 25, by virtue of a deed from Foxwell and Foxwell, Inc., dated June 29, 1955, and recorded among the Land Records of Anne Arundel County in Liber JHH 941 at folio 142.

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(k) That H. Wayne Rutherford, aka H. W. Rutherford, and Audrey A. Rutherford, aka A. A. Rutherford, his wife, are the owners of record, as tenants by the entireties, of Lot #19, Block AQ, as shown on Plat #9, Cape St. Claire, Third Election District, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22, page 6, by virtue of a deed from The Tidewater Holding Corporation, dated July 17, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1140, at folio 21. That Thomas N. Haugh of Baltimore City, whose address is not known, is named as a party defendant herein for the reason that said H. Wayne Rutherford and wife, by power of attorney dated Sept. 4, 1957, and recorded among the Land Records of Anne Arundel County in Liber GTC 1150, at folio 232, gave unto said Thomas N. Haugh full power to convey the aforesaid lot. Cape St. Claire Improvement Association, Inc. is joined herein as a party defendant to foreclose any possible interest it might have by virtue of any unpaid maintenance fees on said lot.

(l) That George H. Phelan is the owner of record of Lot #42, Block J, as shown on a Plat of Cape St. Claire, Deep Creek Subdivision, Sec. 2, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 22 at Page 21, by virtue of a deed from The River Bay Company, dated May 7, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH 833, folio 88. That Cape St. Claire Improvement Association, Inc. is joined herein as a party defendant to foreclose any possible interest it might have by virtue of any unpaid maintenance fees on said lot.

(m) That Ernest Buttner, aka Ernest R. Buttner, and Kadrin Buttner, aka K. Buttner, his wife, are the record owners, as tenants by the entireties, of Lot 272A (which lot is designated as Lot No. 272 and shown as fronting 50 feet on Dorchester Road and 155.27 feet on Dover Road and further described as that lot designated as Lot 272 lying within the area bounded on the north by Cambridge Road, on the East by Dover Road, on the south by Dorchester Road and on the West by Laurel Drive, as shown on the Revised Plat, Section A, Laurel Acres, recorded among the Plat Records of Anne Arundel County in Plat Book 24, page 24, by virtue of a deed from Maude T. Drain, widow,

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dated June 22, 1959, and recorded among the Land Records of Anne Arundel County in Liber GTC 1318, at folio 56. That Arundel Home Finance Corporation is joined as a defendant herein by virtue of being the mortgagee in a mortgage from Ernest Buttner and wife dated May 19, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP1565 at folio 335. That Marsteller Brothers, Inc., is joined herein as a party defendant by virtue of being the mortgagee in a mortgage from Ernest Buttner and wife dated July 16, 1963, and recorded in Liber LNP 1674, at folio 336.

(n) That Homer C. McCarthy and Isabelle McCarthy, aka I. McCarthy, his wife, are the owners of record, as tenants by the entireties, of Lots No. 13 and 14 of Block No. 6, as shown on a plat entitled "Powhatan Beach Subdivision of Tract 6 of the Langville Tract", Third Election District, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 11 at Page 13, by virtue of a deed from Glen Graham and wife, dated July 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1043, folio 525.

(o) That George W. Holmes and Shirley M. Holmes, his wife, are the owners of record as tenants by the entirety of Lot No. 36 as shown on a plat entitled "Revised Plat 1, Rock Creek Park", which sai plat is recorded among the Plat Records of Anne Arundel County in Plat Book 24, at folio 13, by virtue of deed from Foxwell and Foxwell, Inc. dated August 9, 1960, and recorded among the Land Records of Anne Arundel County in Liber GTC 1428, folio 366.

(p) That Wayne Thompkins and Agnes Thompkins, his mother, are the owners of record of Lot No. 23, Sec. D as shown on the Plat of Silver Sands, which is recorded among the Plat Records of Anne Arundel County in Plat Book 21 at Page 36, by virtue of a deed from William E. Schlusemeyer and wife, dated October 16, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1083, folio 537, in which said deed Agnes Thompkins is designated as the mother of Wayne Thompkins, but in the granting and habendum clauses of said deed they purportedly received theproperty under said deed as tenants by the entireties. Although there are no records in the Register of Wills office for Anne Arundel County regarding Agnes Thompkins, there

are indications by two cases in Law No. A-6335 and A-6399 filed in the Circuit Court for Anne Arundel County indicating that said Agnes Thompkins, aka Agnes M. Thompkins, mother of Wayne Thompkins, is now deceased. The United States of America is joined as party defendant herein for the reason that a federal tax lien in the amount of $104.41 being Collector's Ser. #A1062, for 1960, additional income tax was filed in Circuit Court for Anne Arundel County on January 22, 1962, against a Wayne W. Thompkins and it is not known whether this lien has any application to the lot herein involved. Also the United States of America appears to be assignee in the two judgments obtained in the Circuit Court for Anne Arundel County by Baltimore Federal Savings & Loan Association in Law No. A-6335 and Law No. A-6399.

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 aforementioned date of the aforesaid tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 14, 1963, as required by statute in such cases made and provided under the laws of the State of Maryland, said 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
4174B	$ 66.51	$ 66.51
4180B	59.69	59.69
4184B	150.00	68.47
4212B	475.00	97.66
4213B	150.00	43.07
4215B	900.00	114.63
4220B	100.00	47.13
4221B	200.00	53.47
4227B	500.00	62.08
4228B	150.00	36.52
4231B	100.00	39.26
4232B	125.00	38.44
4237B	38.48	38.48
4241B	45.44	45.44
4242B	44.34	44.34
4248B	75.00	38.45

7. That the amounts necessary for redemption of each of the

aforesaid Tax Sale Certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
4174B	$ 66.51
4180B	59.69
4184B	68.47
4212B	97.66
4213B	43.07
4215B	114.63
4220B	47.13
4221B	53.47
4227B	62.08
4228B	36.52
4231B	39.26
4232B	38.44
4237B	38.48
4241B	45.44
4242B	44.34
4248B	38.45

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 pro ide that the Controller for Anne Arundel County, as the Collector of State and County Taxes, 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

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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
Attorney for Plaintiff

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 9th day of June, 1965.

Naomi K. Cox
Notary Public

LIBER 164 PAGE 532

Nº 4174 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to A. Municipal at public auction for the sum of 66 Dollars and 51 Cents, of which 66.51 Dollars has been paid as a deposit on the property in 5th Dist described as Lot 6 Blk 1155 C. as shown on the plat of E Glen Burnie

Sanitary

and assessed to Pearl Joyner, et al.

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth A. Lawrence
Notary Public.

My Commission Expires May 3, 1965

PLAINTIFF'S EXHIBIT NO. 1

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1965 JUN 9 AM 9:

15

LIBER 164 PAGE 533

Nº 4180 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to A. Municipal at public auction for the sum of 59 Dollars and 69 Cents, of which 59 69 Dollars has been paid as a deposit on the property in 7th Dist described as Lots 3 To 11 Sec 13 Blk 33 Map. BTC 1285-187 as shown on the plat of Avalon Manor.

and assessed to Dorothy M. Quackenbush

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

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

Edwin C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Kauffman
Notary Public.

My Commission Expires May 3, 1965

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1965 JUN 9 AM 9:34

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PLAINTIFF'S EXHIBIT NO. 2

LIBER 164 PAGE 534

Nº 4184 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to A. Municipal at public auction for the sum of 150 Dollars and 00 Cents, of which 68.47 Dollars has been paid as a deposit on the property in 4th Dist described as Lots 17-18 - 44-45 Sec. B. Blk 62 Plat 2 GTC 1259-362 as situated at Alberta Agts

Resale.

and assessed to Harvey + Ida P. Hisinant

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ruth M. Lewis
Notary Public.

My Commission Expires May 3, 1965

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1965 JUN 9 AM 9:52

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PLAINTIFF'S EXHIBIT NO. 3

LIBER 164 PAGE 535

Nº 4212 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 475 Dollars and 00 Cents, of which 97.66 Dollars has been paid as a deposit on the property in 1st dist described as Lots 890 to 899 as shown on the plat of Woodland Beach.

and assessed to Robert A. Mills & 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 15th 1964, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of [illegible] 19[illegible]

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

PLAINTIFF'S EXHIBIT NO. 4

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1965 JUN 9 AM 9:[illegible]

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LIBER 164 PAGE 536

No 4213 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Northern Municipal at public auction for the sum of 150 Dollars and 00 Cents, of which 43.07 Dollars has been paid as a deposit on the property in 1st dist described as Lots 173-174-175 as shown on the plat of Woodland Beach.

and assessed to Santo Giovanni

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel Way Campbell
Notary Public.

My Commission Expires May 3, 1965

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PLAINTIFF'S EXHIBIT NO. 5

LIBER 164 PAGE 537

Nº 4215 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 900 Dollars and 00 Cents, of which 114.63 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 23 Blk A. Sec. 1 GTC 1289-325 as shown on the plat of Hillsmere.

and assessed to Geo. E. & Claire C. Barsh.

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Elfriel May Campbell
Notary Public.

My Commission Expires May 3, 1965

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1965 JUN 9 AM 3:42

PLAINTIFF'S EXHIBIT NO. 6

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LIBER 164 PAGE 538

Nº 4220 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 47.13 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 1173 Sec 4 G.T.C. 1044-398 as shown on the plat of Sunrise Beach.

and assessed to Geo. L. & Helen M. Kuhn

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 9 AM 9.00

21 PLAINTIFF'S EXHIBIT NO. 7

LIBER 164 PAGE 539

Nº 4221 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 200 Dollars and 00 Cents, of which 53.47 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 358 Plat 1 Sec 2 J.H.N. 931-161 as shown on the plat of Severna Beach.

and assessed to Col. John A. & M. E. Martin

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 6 AM 9:40

22 PLAINTIFF'S EXHIBIT NO. 8

LIBER 164 PAGE 540

Nº 4227 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 500 Dollars and 00 Cents, of which 62.08 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 1.024 acres Blk. 170 as situated West side Earleigh Heights Rd.

and assessed to Anna H & Grover E. Walker.

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 9 AM 3 84

23 PLAINTIFF'S EXHIBIT NO. 9

LIBER 164 PAGE 541

Nº 4228 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Northern Municipal at public auction for the sum of 150 Dollars and 00 Cents, of which 36.52 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 69 Resub Lot 9-10 J.H.H. 941-142 as situated on Old Annapolis Blvd near Glen Burnie

and assessed to Edward Mitchell

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 9 AM 9:44

PLAINTIFF'S EXHIBIT NO. 10

24

Nº 4231 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 100 Dollars and 00 Cents, of which 39.26 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 19 Blk A.Q. plat 9 GTC 1140-21 as situated Cape St. Claire

and assessed to H. W. + A. A. Rutherford.

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 2 AM 9:50

25 PLAINTIFF'S EXHIBIT NO. 11

LIBER 164 PAGE 543

No 4232 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 125 Dollars and 00 Cents, of which 38.44. Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 42 Blk J. J H H 833-88 Deep Creek Subdiv as situated Tax St. Claire

and assessed to George H. Phelan

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 9 AM 9.

26 PLAINTIFF'S EXHIBIT NO. 12

LIBER 164 PAGE 544

Nº 4237 B CERTIFICATE OF TAX SALE

I, EDW. N. C. BRADLEY County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Southern Municipal at public auction for the sum of 38 Dollars and 48 Cents, of which 38.48 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 272-A Sec. A. G.T.C. 1428-388 as shown on the plat of Laurel Acres

and assessed to Ernest R & K. Buttner

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 9 AM 9:44

27 PLAINTIFF'S EXHIBIT NO. 13

LIBER 164 PAGE 545

Nº 4241 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Northern Municipal at public auction for the sum of 45 Dollars and 44 Cents, of which 45.44 Dollars has been paid as a deposit on the property in 3rd Dist described as Lots 13-14 Tract 6 GTC-1043 525 as shown on plat of Pawhattan Park.

and assessed to Homer C. & I. M. C. Lartley

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 9 AM 9 44

28 PLAINTIFF'S EXHIBIT NO. 14

LIBER 164 PAGE 546

Nº 4242 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to Northern Municipal at public auction for the sum of 44 Dollars and 34 Cents, of which 44.34 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 36 Rev Plat GTC. 1428-366 as shown on plat of Rock Creek Park.

and assessed to George W. & Shirley M. Holmes.

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED

1965 JUN 9 AM 9:44

PLAINTIFF'S EXHIBIT NO. 29

29

LIBER 164 PAGE 547

Nº 4248 B CERTIFICATE OF TAX SALE

EDW. N. C. BRADLEY
County Treasurer

I, _____, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1963, I sold to A Municipal at public auction for the sum of 75 Dollars and 00 Cents, of which 38.45 Dollars has been paid as a deposit on the property in 3rd Dist described as Lot 23 Blk B. GTC. 1083-537 as shown on the plat of Silver Sands.

and assessed to Wayne & Agnes Humphries

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

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

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Ethel May Campbell
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 JUN 6 AM 9 42

30 PLAINTIFF'S EXHIBIT NO. 16

C. MAURICE WEIDEMEYER
236 Main St.
Annapolis, Md.

LIBER 164 PAGE 548

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. 17,253

PEARL JOYNER
1808 Dukeland St.
Baltimore 16, Md.

WILLIAM E. JOYNER
1808 Dukeland St.
Baltimore 16, Md.

ROBERT A. JOYNER
1808 Dukeland St.
Baltimore 16, Md.

BEATRICE STOKES
1808 Dukeland St.
Baltimore 16, Md.

DOROTHY M. VANSCHELVEN
aka Dorothy M. Van Schelven
aka Dorothy M. Vauschelven, and
WILLIAM J. VANSCHELVEN, her husband
4606 - 29th St., Route 3
Mt. Rainier, Md.

LOREN A. MATTHEWS
Address Unknown

AVALON SHORES, INC.
602 Kennedy St. N.W.
Washington 11, D.C.

HARVEY HINNANT and
IDA P. HINNANT, his wife
Box 423
Lillington, North Carolina 27546

ROBERT A. MILLS and
MARTHA MILLS, his wife,
aka Martha M. Mills,
1826 "G" St. N.W.
Washington, D.C.

FILED

1965 JUN -9 PM 3:42

31

WARREN SMADBECK and
MADELINE SMADBECK, his wife
17 West 56th St.
New York, New York

SANTO NAVARRIA
4805 Calumet Avenue
Baltimore, Md.

GEORGE E. BARSH and
CLAIRE C. BARSH, his wife
6807 Standard Drive, Ridout Valley
Landover, Md.

GEORGE L. KUHN and
HELEN M. KUHN, his wife,
aka Helene M. Kuhn
8719 Old Harford Road
Baltimore 14, Md.

BEACH SHORES, INC.
711 - 14th St. N.W.
Washington 5, D.C.

SUNRISE BEACH, INC.
711 - 14th St. N.W.
Washington 5, D.C.

COL. JOHN A. MARTIN and
GENE E. MARTIN, his wife
138 Lawton Road
Ft. Benjamin Harrison, Indiana

ANNA H. WALKER, aka
Anna Humbert Walker
1732 Concord Road
Chester, Pennsylvania

E. GROSS, aka
Elsie Bell Gross
1732 Concord Road
Chester, Pennsylvania

EDWARD MITCHELL
aka Edward T. Mitchell, Sr.
1100 W. Fayette St. or 1221 W. Fayette St.
Baltimore 23, Md.

MARY E. MITCHELL
1100 W. Fayette St. or 1221 W. Fayette St.
Baltimore 23, Md.

H.W. RUTHERFORD
aka H. Wayne Rutherford, and
A.A. RUTHERFORD, aka
Audrey A. Rutherford, his wife
1218 E. 222nd St.
Los Angeles, California

32

THOMAS N. HAUGH
Address unknown

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC.
c/o Harry Rever
P.O. Box 1808
Annapolis, Md.

GEORGE H. PHELAN
426 N. Hilton St.
Baltimore 29, Md.

ERNEST R. BUTTNER
aka Ernest Buttner, and
K. BUTTNER
aka Kadrin Buttner, his wife
Laurel Acres, Route 10
Pasadena P.O., Md.

ARUNDEL HOME FINANCE CORPORATION, Mortgagee
c/o John A. Blondell
5 Crain Highway N.
Glen Burnie, Md.

MARSTELLER BROTHERS, INC., Mortgagee
518 Crain Highway N.W.
Glen Burnie, Md.

HOMER C. McCARTHY and
I. McCARTHY, aka
Isabelle McCarthy, his wife,
7 Bertram Drive
Glen Burnie, Md.

GEORGE W. HOLMES and
SHIRLEY M. HOLMES, his wife
Route 1
Woodbine, Md.

WAYNE THOMPKINS
aka Wayne W. Thompkins
Roland & Park Roads
Route 4, Box 423
Pasadena, Md.

AGNES THOMPKINS
aka Agnes M. Thompkins
Roland & Park Roads
Route 4, Box 423
Pasadena, Md.

UNITED STATES OF AMERICA
c/o Director of Internal Revenue
Baltimore, Md.

33

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:

Fifth Dist. Cert. No. 4174B, Lot 6, Blk. 1155C as shown on plat of E. Glen Burnie.

Seventh Dist. Cert. No. 4180B, Lots 8 to 11, Sec. B, Blk. 33, Imps. GTC 1285-187, as shown on the plat of Avalon Shores.

Fourth Dist. Cert. No. 4184B, Lots 17-18, 44-45, Sec. B, Blk. 62, Plat 2, GTC 1259-362 as situated at Alberta Hgts.

First Dist. Cert. No. 4212B, Lots 890 to 899, as shown on the plat of Woodland Beach.

First Dist. Cert. No. 4213B, Lots 173-174-175, as shown on the plat of Woodland Beach.

Second Dist. Cert. No. 4215B, Lot 23, Blk. A, Sec.1, GTC 1289-325, as shown on the plat of Hillsmere.

Second Dist. Cert. No. 4220B, Lot 1173, Sec. 4, GTC 1044-398, as shown on the plat of Sunrise Beach.

Second Dist. Cert. No. 4221B, Lot 358, Plat 1, Sec. 2, JHH 931-161, as shown on the plat of Sunrise Beach.

Third Dist. Cert. No. 4227B, Lot 1.024 acres Blk. 170 as situated West side Earleigh Hgts. Road.

Third Dist. Cert. No. 4228B, Lot 69, Resub Lot 9-10 JHH 941-142 as situated on Old Annapolis Blvd. near Glen Burnie.

Third Dist. Cert. No. 4231B, Lot 19, Blk. AQ, Plat 9, GTC 1140-21 as situated Cape St. Claire.

Third Dist. Cert. No. 4232B, Lot 42, Blk. J, JHH 833-88, Deep Creek Sub-div. as situated Cape St. Claire.

Third Dist. Cert. No. 4237B, Lot 272-A, Sec. A, GTC 1428-388, as shown on the plat of Laurel Acres.

Third Dist. Cert. No. 4241B, Lots 13-14, Tract 6, GTC 1043-525, as shown on plat of Powhattan Beach.

Third Dist. Cert. No. 4242B, Lot 36, Rev. Plat GTC 1428-366, as shown on plat of Rock Creek Park.

Third Dist. Cert. No. 4248B, Lot 23, Blk. D, GTC 1083-537, as shown on the plat of Silver Sands.

Defendants

34

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1963, by Edward N.C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to 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. 4174B - Lot 6, Blk. 1155C, as shown on the plat of E. Glen Burnie, 5th Dist., and assessed to Pearl Joyner, et al, and sold to Plaintiff for $66.51 all of which sum has been paid.

Cert. No. 4180B - Lots 8 to 11, Sec. B, Blk. 33, Imps. GTC 1285-187 as shown on the plat of Avalon Shores, 7th Dist., and assessed to Dorothy M. Vanschelven, and sold to Plaintiff for $59.69 all of which sum has been paid.

Cert. No. 4184B - Lots 17-18-44-45, Sec. B, Blk. 62, Plat 2, GTC 1259-362, as situated at Alberta Hgts., 4th Dist., and assessed to Harvey & Ida P. Hinnant, and sold to Plaintiff for $150.00 of which sum $68.47 has been paid.

Cert. No. 4212B - Lots 890 to 899 as shown on the plat of Woodland Beach, 1st Dist., and assessed to Robert A. Mills and wife, and sold to Plaintiff for $475.00 of which sum $97.66 has been paid.

Cert. No. 4213B - Lots 173-174-175 as shown on the plat of Woodland Beach, 1st Dist., and assessed to Santo Navarria, and sold to Plaintiff for $150.00 of which sum $43.07 has been paid.

Cert. No. 4215B - Lot 23, Blk. A, Sec. 1, GTC 1289-325, as shown on the plat of Hillsmere, 2nd Dist. and assessed to Geo.E. & Claire C. Barsh, and sold to Plaintiff for $900.00 of which $114.63 has been paid.

Cert. No. 4220B - Lot 1173, Sec. 4, GTC 1044-398, as shown on the plat of Sunrise Beach, 2nd Dist. and assessed to Geo. L. & Helen M. Kuhn, and sold to Plaintiff for $100.00 of which sum $47.13 has been paid.

Cert. No. 4221B - Lot 358, Plat 1, Sec. 2, JHH 931-161, as shown on the plat of Sunrise Beach, 2nd Dist., and assessed to Col. John A. & G.E. Martin, and sold to Plaintiff for $200.00 of which sum $53.47 has been paid.

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Cert. No. 4227B - Lot 1.024 acres Blk. 170 as situated West side Earleigh Hgts. Road, 3rd Dist. and assessed to Anna H. & Gross E. Walker, and sold to Plaintiff for $500.00 of which sum $62.08 has been paid.

Cert. No. 4228B - Lot 69, Resub. Lot 9-10 JHH 941-142 as situated on Old Annapolis Blvd. near Glen Burnie, 3rd Dist., and assessed to Edward Mitchell, and sold to Plaintiff for $150.00 of which sum $36.52 has been paid.

Cert. No. 4231B - Lot 19, Blk. AQ, plat 9 GTC 1140-21 as situated Cape St. Claire, 3rd Dist. and assessed to H.W. & A.A. Rutherford, and sold to Plaintiff for $100.00 of which sum $39.26 has been paid.

Cert. No. 4232B - Lot 42, Blk. J, JHH 833-88 Deep Creek Sub-div. as situated Cape St. Claire, 3rd Dist. and assessed to George H. Phelan, and sold to Plaintiff for $125.00 of which sum $38.44 has been paid.

Cert. No. 4237B - Lot 272-A, Sec. A, GTC 1428 - 388 as shown on the plat of Laurel Acres, 3rd Dist. and assessed to Ernest R. & K. Buttner, and sold to Plaintiff for $38.48, all of which sum has been paid.

Cert. No. 4241B - Lots 13-14, Tract 6, GTC 1043-525, as shown on plat of Powhattan Beach, 3rd Dist. and assessed to Homer C. & I. McCarthy, and sold to Plaintiff for $45.44, all of which sum has been paid.

Cert. No. 4242B - Lot 36, Rev. Plat GTC 1428-366 as shown on plat of Rock Creek Park, 3rd Dist. and assessed to George W. & Shirley M. Holmes, and sold to Plaintiff for $44.34, all of which sum has been paid.

Cert. No. 4248B - Lot 23, Blk. D, GTC 1083-537 as shown on the plat of Silver Sands, 3rd Dist. and assessed to Wayne & Agnes Thompkins, and sold to Plaintiff for $75.00 of which sum $38.45 has been paid.

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

It is thereupon this 9th day of June, 1965, by the Circuit Court for Anne Arundel County in Equity,

ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks

36

before the 19th day of August 1965, next, warning the said Pearl Joyner, William E. Joyner, Robert A. Joyner, Beatrice Stokes, Dorothy M. Vanschelven, aka Dorothy M. Van Schelven, aka Dorothy M. Vauschelven, William J. Vanschelven, Loren A. Matthews, Avalon Shores, Inc., Harvey Hinnant, Ida P. Hinnant, Robert A. Mills, Martha Mills, aka Martha M. Mills, Warren Smadbeck, Madeline Smadbeck, Santo Navarria, George E. Barsh, Claire C. Barsh, George L. Kuhn, Helen M. Kuhn, aka Helene M. Kuhn, Beach Shores, Inc., Sunrise Beach, Inc., Col. John A. Martin, Gene E. Martin, Anna H. Walker, aka Anna Humbert Walker, E. Gross, aka Elsie Bell Gross, Edward Mitchell, aka Edward T. Mitchell, Sr., Mary E. Mitchell, H.W. Rutherford, aka H. Wayne Rutherford, A.A. Rutherford, aka Audrey A. Rutherford, Thomas N. Haugh, Cape St. Claire Improvement Assn., Inc., George H. Phelan, Ernest R. Buttner, aka Ernest Buttner, K. Buttner, aka Kadrin Buttner, Arundel Home Finance Corporation, Mortgagee, Marsteller Brothers, Inc., Mortgagee, Homer C. McCarthy, I. McCarthy, aka Isabelle McCarthy, George W. Holmes, Shirley M. Holmes, Wayne Thompkins, aka Wayne W. Thompkins, Agnes Thompkins, aka Agnes M. Thompkins, United States of America, 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 19th day of August, 1965, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

Louis N. Phipps
Louis N. Phipps, Clerk

TRUE COPY,
TEST: LOUIS N. PHIPPS, CLERK
BY: REW DEPUTY

37

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland	*	
vs.	*	IN THE
COL. JOHN A. MARTIN and GENE E. MARTIN, his wife 138 Lawton Road Ft. Benjamin Harrison, Indiana	*	CIRCUIT COURT FOR
BEACH SHORES, INC. 711 - 14th St. N.W. Washington 5, D. C.	*	ANNE ARUNDEL COUNTY
SUNRISE BEACH, INC. 711 - 14th St., N.W. Washington 5, D. C.	*	EQUITY NO. 17,253

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:

Lot 358, Plat 1, Sec. 2, Sunrise Beach (JHH 931, folio 161).

PETITION FOR THE ALLOWANCE OF CLAIM
OF SUNRISE BEACH, INC. AND ORDER THEREON

The Petition of Sunrise Beach, Inc., by its Attorney, Eliot Siskind, respectfully represents to this Honorable Court as follows:

1. That Sunrise Beach, Inc. is the maintenance corporation duly authorized to collect the annual maintenance charge which is due and payable for the aforesaid property lying in Sunrise Beach in accordance with the Covenants and Restrictions recorded among the Land Records of Anne Arundel County in the amount of $22.00 annually.

2. That it is the intentions of Sunrise Beach, Inc. to collect the maintenance charge in accordance with the aforesaid Covenants and Restrictions from the Plaintiff herein or its successors and assigns, upon completion of these proceedings.

3. That said maintenance charge is a lien on the aforesaid Lot, lying in Sunrise Beach, and there is now due and owing for past years the amount of $66.00.

4. That in accordance with Tax Sale Certificate No. 4221B, the aforesaid property, lying in Sunrise Beach, was sold to the Plaintiff herein for $200.00 of which $53.47 has been paid to cover the arrearage in taxes plus interest and advertising expenses. That upon completion of these proceedings the remainder of the bid price is to be paid to the Treasurer of Anne Arundel County to be held for the proper persons in accordance with the Statutes of the State of Maryland.

Your Petitioner, therefore, prays your Honors to pass an Order herein, directing the Treasurer of Anne Arundel County to pay

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38

over to Sunrise Beach, Inc. the remainder of the bid price not to exceed your Petitioner's lien of $66.00.

SUNRISE BEACH, INC.

By Arthur G. Wolff
Arthur G. Wolff

{ Corporate Seal }

Eliot Siskind
Eliot Siskind
Solicitor for Petitioner
23 Baltimore-Annapolis
Boulevard, N.W.
Glen Burnie, Maryland
766-3750

AFFIDAVIT

~~STATE OF~~ DISTRICT

~~COUNTY~~ OF COLUMBIA

I HEREBY CERTIFY THAT on this 25 day of June, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Arthur G. Wolff, an Officer of Sunrise Beach, Inc., holding the position of TREASURER, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

WITNESS my hand and notarial seal.

{ Notary Seal }

Notary Public

39

ORDER OF THE COURT

Upon the aforegoing Petition, it is this 2nd day of July, 1965, ORDERED BY THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY in Equity, that the Treasurer of Anne Arundel County is hereby directed to pay to Sunrise Beach, Inc. from the balance of the bid price of the property sold under Tax Sale Certificate No. 4221B, which is to be paid to said Treasurer of Anne Arundel County upon completion of these Proceedings, an amount not to exceed the lien of said Sunrise Beach, Inc. of $66.00.

E. Mackall Gilds
JUDGE

A copy of the aforegoing Petition was delivered to C. Maurice Weidemeyer, Attorney for the Plaintiff, on this 30th day of June, 1965.

Eliot Siskind
Eliot Siskind
Solicitor for the Petitioner

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40

Sunrise Beach, Inc.

SUITE 701
711 FOURTEENTH STREET, N. W.
Sterling 3-6151 ● WASHINGTON 5, D. C.

June 25, 1965

Mr. and Mrs. John A. Martin
138 Lawton Road
Fort Benjamin Harrison
Indiana

REFERENCE: Lot 358, Section 2
Plat 1, Sunrise Beach

Annual Charges for
years 1963-1965
@ $22.00 per year
Totaling $66.00

S T A T E M E N T

41

SOUTHERN MUNICIPAL CORPORATION *
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland *

Vs.

GEORGE L. KUHN and
HELEN M. KUHN, his wife,
a/k/a Helene M. Kuhn *
8719 Old Harford Road
Baltimore 14, Md.

BEACH SHORES, Inc.,
711-14th St. N.W. *
Washington 5, D. C.

SUNRISE BEACH, Inc.
711 -14th St., N.W.
Washington 5, D. C. *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 17,253

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:

Lot 1173, Sec. 4, Sunrise Beach (G.T.C. 1044, folio 398)

PETITION FOR THE ALLOWANCE OF CLAIMS
OF SUNRISE BEACH, INC. AND ORDER THEREON.

The Petition of Sunrise Beach, Inc., by its attorney, Eliot Siskind, respectfully represents to this Honorable Court as follows:

1. That Sunrise Beach, Inc. is the maintenance corporation duly authorized to collect the annual maintenance charge which is due and payable for the aforesaid property lying in Sunrise Beach in accordance with the Covenants and Restrictions recorded among the Land Records of Anne Arundel County in the amount of $22.00 annually.

2. That it is the intentions of Sunrise Beach, Inc. to collect the maintenance charge in accordance with the aforesaid Covenants and Restrictions from the Plaintiff herein or its successors and assigns, upon completion of these proceedings.

3. That said maintenance charge is a lien on the aforesaid Lot, lying in Sunrise Beach, and there is now due and owing for past years the amount of $132.00.

4. That in accordance with Tax Sale Certificate No. 4220B, the aforesaid property, lying in Sunrise Beach, was sold to the Plaintiff herein for $100.00 of which $47.13 has been paid to cover the arrearage in taxes plus interest and advertising expenses. That upon completion of these proceedings the remainder of the bid price is to be paid to the Treasurer of Anne Arundel County to be held for the proper persons in accordance with the Statutes of the State of Maryland.

Your Petitioner, therefore, prays your Honors to pass an Order herein, directing the Treasurer of Anne Arundel County to pay

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4/A

over to Sunrise Beach, Inc. the remainder of the bid price not to exceed your Petitioner's lien of $132.00.

SUNRISE BEACH, INC.

By Arthur G. Wolff (Corporate Seal) Eliot Siskind
Arthur G. Wolff

Eliot Siskind
Solicitor for Petitioner
23 Baltimore-Annapolis
Boulevard, N.W.
Glen Burnie, Maryland
766-3750

AFFIDAVIT

~~STATE OF~~ DISTRICT
~~COUNTY~~ OF COLUMBIA

I HEREBY CERTIFY that on this 25TH day of JUNE, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Arthur G. Wolff, an Officer of Sunrise Beach, Inc., holding the position of TREASURER, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

WITNESS my hand and notarial seal.

(Notary Seal)

Notary Public

42

ORDER OF THE COURT

Upon the aforegoing Petition, it is this 2nd day of July 1965, ORDERED BY THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY in Equity, that the Treasurer of Anne Arundel County is hereby directed to pay to Sunrise Beach, Inc. from the balance of the bid price of the property sold under Tax Sale Certificate No. 4220B, which is to be paid to said Treasurer of Anne Arundel County upon completion of these Proceedings, an amount not to exceed the lien of said Sunrise Beach, Inc. of $132.00.

E. Mackall Childs
JUDGE

A copy of the aforegoing Petition was delivered to C. Maurice Weidemeyer, Attorney for the Plaintiff on this 30th day of June, 1965.

Eliot Siskind
Eliot Siskind
Solicitor for the Petitioner

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Sunrise Beach, Inc. SUITE 701 711 FOURTEENTH STREET, N. W. Sterling 3-6151 ● WASHINGTON 5, D. C.

LIBER 164 PAGE 562

June 25, 1965

Mrs. Helene Kuhn
8719 Old Harford Road
Baltimore, Maryland

REFERENCE: Lot 1173, Section 4,
Sunrise Beach

Annual Charges for
years 1960-1965
@ $22.00 per year
Totaling $132.00

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S T A T E M E N T

C. MAURICE WEIDEMEYER
236 Main St.
Annapolis, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND IN EQUITY

EQUITY NO. 17,253

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the State of Delaware
236 Main Street
Annapolis, Maryland,
Plaintiff

vs.

CARL JOYNER
1808 Dukeland St.
Baltimore 16, Md.

WILLIAM E. JOYNER
1808 Dukeland St.
Baltimore 16, Md.

ROBERT A. JOYNER
1808 Dukeland St.
Baltimore 16, Md.

BEATRICE STOKES
1808 Dukeland St.
Baltimore 16, Md.

DOROTHY M. VANSCHELVEN
aka Dorothy M. Van Schelven
aka Dorothy M. Vauschelven,
and

WILLIAM J. VANSCHELVEN,
her husband
4606 - 29th St., Route 3
Mt. Rainier, Md.

LOREN A. MATTHEWS
Address Unknown

AVALON SHORES, INC
609 Kennedy St. N.W.
Washington 11, D.C.

HARVEY HINNANT and
IDA P. HINNANT, his wife
Box 423
Lillington, North Carolina
27546

ROBERT A. MILLS and
MARTHA MILLS, his wife,
aka Martha M. Mills,
1326 "G" St. N.W.
Washington, D.C.

Roland & Park Bonds
Route 4, Box 42
Pasadena, Md.

UNITED STATES OF AMERICA
c/o Director of Internal Revenue
Baltimore, 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:

Fifth Dist. Cert. No. 4174 B, Lot 6, Blk. 1155C as shown on plat of E. Glen Burnie.

Seventh Dist. Cert. No. 4180 B, Lots 8 to 11, Sec. B, Blk. 33, Imps. GTC 1285-187, as shown on the plat of Avalon Shores.

Fourth Dist. Cert. No. 4184B, Lots 17-18, 44-45, Sec. B, Blk. 62, Plat 2, GTC 1259-362 as situated at Alberta Hgts.

First Dist. Cert. No. 4212B, Lots 890 to 899, as shown on the plat of Woodland Beach.

First Dist. Cert. No. 4213B, Lots 173-174-175, as shown on the plat of Woodland Beach.

Second Dist. Cert. No. 4215B, Lot 23, Blk. A, Sec. 1, GTC 1289-325, as shown on the plat of Hillsmere.

Second Dist. Cert. No. 4220B, Lot 1173, Sec. 4, GTC 1044-398, as shown on the plat of Sunrise Beach.

Second Dist. Cert. No. 4221B, Lot 358, Plat 1, Sec. 2, JHH 931-161, as shown on the plat of Sunrise Beach.

Third Dist. Cert. No. 4227B, Lot 1.024 acres Blk. 170 as situated West side Earleigh Hgts. Road. Third Dist. Cert. No. 4228B, Lot 69, Resub Lot 9-10 JHH 941-142 as situated on Old Annapolis Blvd. near Glen Burnie.

Third Dist. Cert. No. 4231B, Lot 19, Blk. AQ, Plat 9, GTC 1140-21 as situated Cape St. Claire.
Third Dist. Cert. No. 4232B. Lot 42, Blk. J, JHH 833-88, Deep Creek Sub-div. as situated Cape St. Claire.

side Earleigh Hgts. Road, 3rd Dist. and assessed to Anna H & Gross E. Walker, and sold to Plaintiff for $500.00 of which sum $62.08 has been paid.

Cert. No. 4228B—Lot 69, Resub. Lot 9-10 JHH 941-142 as situated on Old Annapolis Blvd. near Glen Burnie, 3rd Dist., and assessed to Edward Mitchell, and sold to Plaintiff for $150.00 of which sum $36.52 has been paid.

Cert. No. 4231B—Lot 19, Blk. AQ, plat 9 GTC 1140-21 as situated Cape St. Claire, 3rd Dist. and assessed to H. W. & A. A. Rutherford, and sold to Plaintiff for $100.00 of which sum $39.26 has been paid.

Cert. No. 4232B—Lot 42, Blk. J, JHH 833-88 Deep Creek Subdiv. as situated Cape St. Claire, 3rd Dist. and assessed to George H. Phelan, and sold to Plaintiff for $125.00 of which sum $38.44 has been paid.

Cert. No. 4237B—Lot 272-A, Sec. A, GTC 1428-388 as shown on the plat of Laurel Acres. 3rd Dist. and assessed to Ernest R. & K. Buttner, and sold to Plaintiff for $38.48, all of which sum has been paid.

Cert. No. 4241B—Lots 13-14, Tract 6, GTC 1043-525, as shown on plat of Powhattan Beach, 3rd Dist. and assessed to Homer C. & I. McCarthy, and sold to Plaintiff for $45.44 all of which sum has been paid.

Cert. No. 4242B—Lot 36, Rev. Plat GTC 1428-366 as shown on plat of Rock Creek Park, 3rd Dist. and assessed to George W. & Shirley M. Holmes, and sold to Plaintiff for $44.34, all of which sum has been paid.

Cert. No. 4248B—Lot 23, Blk. D, GTC 1033-537 as shown on the plat of Silver Sands, 3rd Dist. and assessed to Wayne & Agnes Thompkins, and sold to Plaintiff for $75.00 of which sum $38.45 has been paid.

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

LIBER 164 PAGE 563

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

Order of Publication
Eq. 17,253
Southern Municipal Corp.
vs
Pearl Joyner & Others

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of August, 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 H. Hilgartner

WARREN SMADBECK and MADELINE SMADBECK, his wife
17 West 56th St.
New York, New York

SANTO NAVARRIA
4805 Calumet Avenue
Baltimore, Md.

GEORGE E. BARSH and CLAIRE C. BARSH, his wife
6807 Standard Drive,
Ridout Valley
Landover, Md.

GEORGE L. KUHN and HELEN M. KUHN, his wife
aka Helene M. Kuhn
8719 Old Harford Road
Baltimore 14, Md.

BEACH SHORES, INC.
711 - 14th St. N.W.
Washington 5, D.C.

SUNRISE BEACH, INC.
711 - 14th St. N.W.
Washington 5, D.C.

COL. JOHN A. MARTIN and GENE E. MARTIN, his wife
138 Lawton Road
Ft. Benjamin Harrison, Indiana

ANNA H. WALKER, aka
Anna Humbert Walker
1732 Concord Road
Chester, Pennsylvania

E. GROSS, aka
Elsie Bell Gross
1732 Concord Road
Chester, Pennsylvania

EDWARD MITCHELL
aka Edward T. Mitchell, Sr.
1100 W. Fayette St. or 1221 W. Fayette St.
Baltimore 23, Md.

MARY E. MITCHELL
1100 W. Fayette St. or 1221 W. Fayette St.
Baltimore 23, Md.

H. W. RUTHERFORD
aka H. Wayne Rutherford, and

A. A. RUTHERFORD, aka
Audrey A. Rntherford, his wife
1218 E. 222nd St.
Los Angeles, California

THOMAS N. HAUGH
Address unknown

CAPE ST. CLAIRE IMPROVEMENT ASSN., INC.
c/o Harry Rever
P.O. Box 1808
Annapolis, Md.

GEORGE H. PHELAN
426 N. Hilton St.
Baltimore 29, Md.

ERNEST R. BUTTNER
aka Ernest Buttner, and

K. BUTTNER
aka Kadrin Buttner, his wife
Laurel Acres, Ronte 10
Pasadena P.O., Md.

ARUNDEL HOME FINANCE CORPORATION, Mortgagee
c/o John A. Blondell
5 Crain Highway N.
Glen Burnie, Md.

MARSTELLER BROTHERS, INC., Mortgagee
518 Crain Highway N.W.
Glen Burnie, Md.

HOMER C. McCARTHY and I. McCARTHY, aka
Isabelle McCarthy, his wife,
7 Bertram Drive
Glen Burnie, Md.

GEORGE W. HOLMES and SHIRLEY M. HOLMES, his wife
Route 1
Woodbine, Md.

WAYNE THOMPKINS
aka Wayne W. Thompkins
Roland & Park Roads
Route 4, Box 423
Pasadena, Md.

AGNES THOMPKINS
aka Agnes M. Thompkins

Third Dist. Cert. No. 4237B, Lot 272-A, Sec. A, GTC 1428-388, as shown on the plat of Laurel Acres.

Third Dist. Cert. No. 4241B, Lots 13-14, Tract 6, GTC 1043-525, as shown on plat of Powhattan Beach.

Third Dist. Cert. No. 4242B, Lot 36, Rev. Plat GTC 1428-366, as shown on plat of Rock Creek Park.

Third Dist. Cert. No. 4248B, Lot 23, Blk. D, GTC 1083-537, as shown on the plat of Silver Sands.

Defendants

Order Of Publication

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the defendants in and to the following described property located in Anne Arundel County, and sold on the 14th day of October, 1963, by Edward N. C. Bradley, County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to 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. 4174B—Lot 6, Blk. 1155C, as shown on the plat of E. Glen Burnie, 5th Dist., and assessed to Pearl Joyner, et al. and sold to Plaintiff for $66.51 all of which sum has been paid.

Cert. No. 4180B—Lots 8 to 11, Sec. B, Blk. 33, Imps, GTC 1285-187 as shown on the plat of Avalon Shores, 7th Dist., and assessed to Dorothy M. Vanschelven, and sold to Plaintiff for $59.69 all of which sum has been paid.

Cert. No. 418B—Lots 17-18-44-45, Sec. B, Blk. 62, Plat 2, GTC 1259-362, as situated at Alberta Hgts., 4th Dist., and assessed to Harvey & Ida P. Hinnant, and sold to Plaintiff for $150.00 of which sum $68.47 has been paid.

Cert. No. 4212B—Lots 890 to 899 as shown on the plat of Woodland Beach, 1st Dist., and assessed to Robert A. Mills and wife, and sold to Plaintiff for $475.00 of which sum $97.66 has beenpaid.

Cert. No. 4213B—Lots 173-174-175 as shown on the plat of Woodland Beach, 1st Dist., and assessed to Santo Navarria, and sold to Plaintiff for $150.00 of which sum $43.07 has been paid.

Cert. No. 4215B—Lot 23, Blk. A, Sec. 1, GTC 1289-325, as shown on the plat of Hillsmere, 2nd Dist. and assessed to Geo. E. & Claire C. Barsh, and sold to Plaintiff for $900.00 of which $114.63 has been paid.

Cert. No. 4220B—Lot 1173, Sec. 4, GTC 1044-398, as shown on the plat of Sunrise Beach, 2nd Dist. and assessed to Geo. L. & Helen M. Kuhn, and sold to Plaintiff for $100.00 of which sum $47.13 has been paid.

Cert. No. 4221B—Lot 358, Plat 1, Sec. 2, JHH 931-161, as shown on the plat of Sunrise Beach, 2nd Dist., and assessed to Col. John A. & G. E. Martin, and sold to Plaintiff for $200.00 of which sum $53.47 has been paid.

Cert. No. 4227B— Lot 1.024 acres Blk. 170 as situated West

It is thereupon this 9th day of June, 1965, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 19th day of August, 1965, next, warning the said Pearl Joyner, William E. Joyner, Robert A. Joyner, Beatrice Stokes, Dorothy M. Vanschelven, aka Dorothy M. Van Schelven, aka Dorothy M. Vauschelven, Willam J. Vanschelven, Loren A. Matthews, Avalon Shores, Inc., Harvey Hinnant, Ida P. Hinnant, Robert A. Mills, Martha Mills, aka Martha M. Mills, Warren Smadbeck, Madeline Smadbeck, Santo Navarria, George E. Barsh, Claire C. Barsh, George L. Kuhn, Helen M. Kuhn, aka Helene M. Kuhn, Beach Shores, Inc., Sunrise Beach, Inc., Col. John A. Martin, Gene E. Martin, Anna H. Walker, aka Anna Humbert Walker, E. Gross, aka Elsie Bell Gross, Edward Mitchell, aka Edward T. Mitchell, Sr., Mary E. Mitchell, H. W. Rutherford, aka H. Wayne Rutherford, A. A. Rutherford, aka Audrey A. Rutherford, Thomas N. Haugh, Cape St. Claire Improvement Assn., Inc., George H. Phelan, Ernest R. Buttner, aka Ernest Buttner, K. Buttner, aka Kadrin Buttner, Arundel Home Finance Corporation, Mortgagee, Marsteller Brothers, Inc., Mortgagee, Homer C. McCarthy, I. McCarthy, aka Isabelle McCarthy, George W. Holmes, Shirley M. Holmes, Wayne Thompkins, aka Wayne W. Thompkins, Agnes Thompkins, aka Agnes M. Thompkins, United States of America, 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 19th day of August, 1965, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the aforesaid properties and vesting in Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a title free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy TEST:

LOUIS N. PHIPPS, Clerk

Jy-8

LIBER 164 PAGE 565

SOUTHERN MUNICIPAL CORPORATION
a body corporate of the
State of Delaware
236 Main Street
Annapolis, Maryland

Plaintiff

vs.

ARUNDEL HOME FINANCE CORPORATION, Mortgagee
c/o John A. Blondell
5 Crain Highway, N. E.
Glen Burnie, Maryland 21061

Defendant

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 17,253 EQUITY

* * * * *

ANSWER AND PETITION TO REDEEM PROPERTY BY

ARUNDEL HOME FINANCE CORPORATION

Arundel Home Finance Corporation, a body corporate, by its attorney, John A. Blondell, respectfully represents:

1. On May 19, 1962, Ernest R. Buttner and Kadrin Buttner, his wife, mortgaged Lot No. 272-A, Section A, Laurel Acres to Arundel Home Finance Corporation; said mortgage is recorded among the Land Records of Anne Arundel County in Book 1565 folio 335.

2. On February 4, 1965, a Petition for Foreclosure of said mortgage, by Arundel Home Finance Corporation, was filed in the Circuit Court for Anne Arundel County, No. 16,979 Equity.

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3. On February 5, 1965, a Decree for the Sale of the Mortgaged Property was filed; said cause is now pending.

4. Arrangements are being made to enter into a stipulation agreeing to the right of petitioner to redeem the property covered by the aforesaid mortgage and the amounts necessary to be paid for the redemption; said arrangements will be reflected by stipulation between the attorney for petitioner and the attorney for the plaintiff, Southern Municipal Corporation.

WHEREFORE, Petitioner prays that this Court fix the amount necessary for redemption in accordance with the applicable provisions of the Article 81 in the Annotated Code of Maryland.

AND AS IN DUTY BOUND, ETC.

John A. Blondell
5 Crain Highway, N.E.
Glen Burnie, Maryland 21061
SO 6-8370
Attorney for Arundel Home
Finance Corporation

I HEREBY CERTIFY, that a copy of the foregoing Answer and Petition to Redeem Property by Arundel Home Finance Corporation, was mailed, postage prepaid, this 12th day of July, 1965, to C. Maurice Weidemeyer, Esquire, 236 Main Street, Annapolis, Md., Attorney for Plaintiff.

John A. Blondell

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LIBER 164 PAGE 567

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17,253
PEARL JOYNER, et al.,	:	
	:	
Defendants	:	

STIPULATION OF PLAINTIFF AND
GEORGE E. BARSH AND CLAIRE C. BARSH, DEFENDANTS

It is agreed between the Plaintiff and the Defendants, George E. Barsh and Claire C. Barsh that the Defendants are entitled to redeem the property described as Lot No. 23, Block A, Sec. 1, as shown on the Plat of Hillsmere Estates, Second Election District, Anne Arundel County, Maryland, and that they may redeem the said property as described in Tax Sale Certificate No. 4215B, filed in these proceedings, and that the amounts necessary to redeem are as follows:

1. To Comptroller of Anne Arundel County:

1962 taxes with interest	$ 37.88
1963 taxes with interest	58.15
1964 taxes with interest	65.71
1965 taxes with interest (first half)	26.16
1965-66 taxes ~~with interest~~	64.40
Advertising	15.60
Costs	3.00
Interest to Purchaser	12.04
	$ 282.94

2. To be paid to Attorney for Plaintiff:

For proportionate amount of costs	$ 25.00	
For proportionate amount of advertising	34.52	
For payment of title examination	25.00	
For payment of attorney fee	75.00	
		159.52

C. Maurice Weidemeyer
C. Maurice Weidemeyer, Solicitor for Southern Municipal Corporation

George E. Barsh
George E. Barsh

Claire C. Barsh
Claire C. Barsh

FILED
1965 JUL 30 AM 10:55

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LIBER 164 PAGE 568

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17,253
PEARL JOYNER, ET AL.,	:	
Defendants	:	

ORDER OF COURT

Upon the foregoing Stipulation, it is this 30th day of July, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 4215B, are:

1. To Comptroller of Anne Arundel County:

1962 taxes with interest	$ 37.88	
1963 taxes with interest	58.15	
1964 taxes with interest	65.71	
1965 taxes with interest (first half)	26.16	
1965-66 taxes ~~XXXXXXXXXXXX~~	64.40	
Advertising	15.60	
Costs	3.00	
Interest to Purchaser	12.04	
		$282.94

2. To be paid to Attorney for Plaintiff:

For proportionate amount of costs	$ 25.00	
For proportionate amount of advertising	34.52	
For payment of title examination	25.00	
For payment of attorney fee	75.00	
		159.52

E. Mackall Chilton
Judge

FILED
1965 AUG -2 AM 11:41

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LIBER 164 PAGE 569

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware 236 Main Street, Annapolis, Md.,	:	IN THE CIRCUIT FOR ANNE ARUNDEL COUNTY IN EQUITY
Plaintiff	:	EQUITY NO. 17,253
vs.	:	
PEARL JOYNER, et al.,	:	
Defendants	:	

STIPULATION OF PLAINTIFF AND
George L. Kuhn and Helene M. Kuhn, his wife, a/k/a Helen M. Kuhn, DEFENDANTS

It is agreed between the Plaintiff and the Defendants, George L. Kuhn and Helene M. Kuhn, his wife a/k/a Helen M. Kuhn that the defendants are entitled to redeem the property known as Lot # 1173 as shown on Plat of Sunrise Beach, Section 4, in the Second Election District, which plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 23 at page1, and they may redeem the said property as described in Tax Sale Certificate No. 4220B, filed in these proceedings, and that the amounts necessary to redeem are as follows:

1. To Comptroller of Anne Arundel County:

1961 taxes with interest	$8.16
1962 taxes with interest	7.71
1963 taxes with interest	12.66
1964 taxes with interest	14.99
1965 (½ year) with interest	5.43
1965-66 taxes	15.05
Advertising	15.60
Costs	3.00
Interest to purchaser	5.18
	$ 87.78

2. To be paid to Attorney for Plaintiff:

For proportionate amount of costs	$25.00
For proportionate amount of advertising	34.32
For payment of title examination	25.00
For payment of Attorney fee	75.00
	159.52

C. Maurice Weidemeyer
C. Maurice Weidemeyer, Solicitor for Southern Municipal Corporation

George L. Kuhn
George L. Kuhn

Helene M Kuhn
Helene M. Kuhn
a/k/a Helen M. Kuhn

FILED
1965 AUG 11 PM 1:56

50

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17,253
PEARL JOYNER, et al.,	:	
Defendants	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter the above case settled and the property redeemed as to the Respondents, George E. Barsh and Claire C. Barsh, and all persons having or claiming to have any interest in the property described as Lot No. 23, Block A, Sec. 1, as shown on the Plat of Hillsmere Estates, Second Election District, Anne Arundel County, Maryland, and which property is described in 1963 Tax Sale Certificate No. 4215B filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Solicitor for
Southern Municipal Corporation

51

LIBER 164 PAGE 571

SOUTHERN MUNICIPAL CORPORATION a body corporate of the State of Delaware 236 Main Street Annapolis, Maryland	*	IN THE
Vs.		CIRCUIT COURT
GEORGE L. KUHN and HELEN M. KUHN, his wife, a/k/a Helene M. Kuhn 8719 Old Harford Road Baltimore 14, Md.	*	FOR ANNE ARUNDEL COUNTY
BEACH SHORES, Inc., 711-14th St., N.W. Washington 5, D. C.	*	EQUITY NO. 17,253
SUNRISE BEACH, 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

Lot 1173, Sec. 4, Sunrise Beach (G.T.C. 1044, folio 398)

Mr. Clerk:

Please dismiss the Petition for the Allowance of Claims of Sunrise Beach, Inc. and the Order thereon against George L. Kuhn and Helen M. Kuhn, his wife, a/k/a Helene M. Kuhn, in the above entitled case upon payment of all court costs by the Defendants.

Eliot Siskind
Eliot Siskind
Attorney
23 Baltimore-Annapolis
Boulevard, N.W.
Glen Burnie, Maryland 766-3750

FILED
1965 AUG 18 AM 9:51

CERTIFICATION

I HEREBY CERTIFY that a copy of the aforegoing was ~~mailed~~ delivered to C. Maurice Weidemeyer, Attorney for Southern Municipal Corporation 236 Main Street, Annapolis, Maryland. 8/18/65

Eliot Siskind
ELIOT SISKIND
23 BALTO. ANNAPOLIS BLVD., N.W.
GLEN BURNIE, MD.

52

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17, 253
Pearl Joyner, et al.,	:	
Defendants	:	

ORDER OF SATISFACTION

MR. CLERK:

Please enter the above case settled and the property redeemed as to Respondents, George L. Kuhn and Helene M. Kuhn, his wife, a/k/a Helen M. Kuhn and all persons having or claiming to have any interest in the property described as Lot 1173, as shown on a Plat of Sunrise Beach, Second Election District of Anne Arundel County, Maryland, and which property is described in 1963 Tax Sale Certificate No. 4220B filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Solicitor for
Southern Municipal Corporation

FILED

1965 AUG 11 PM 1:56

53

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
PLAINTIFF	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17,253
PEARL JOYNER, ET AL.,	:	
Defendants	:	

ORDER OF COURT

Upon the foregoing Stipulation, it is this 11th day of August, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 4220B, are:

1. To Comptroller of Anne Arundel County:

1961 taxes with interest	$8.16
1962 taxes with interest	7.71
1963 taxes with interest	12.66
1964 taxes with interest	14.99
1965 (½ year) with interest	5.43
1965- 1966 taxes	15.05
Advertising	15.60
Costs	3.00
Interest to Purchaser	5.18
	$ 87.78

2. To be paid to Attorney for Plaintiff:

For proportionate amount of costs	25.00	
For proportionate amount of advertising	34.32	
For payment of title examination	25.00	
For payment of Attorney fee	75.00	
		$159.52

Judge

FILED

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54

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware	*	IN THE
Plaintiff	*	CIRCUIT COURT
-vs-		
	*	FOR
PEARL JOYNER, et al.		
and	*	ANNE ARUNDEL COUNTY
H. W. RUTHERFORD, also known as H. WAYNE RUTHERFORD and A. A. RUTHERFORD, also known as AUDREY A. RUTHERFORD, his wife	*	(IN EQUITY)
	*	No. 17253
Defendants	*	

S T I P U L A T I O N

IT IS HEREBY STIPULATED and AGREED, by and between SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, Plaintiff, by its attorney, C. MAURICE WEIDEMEYER, and H. W. RUTHERFORD, also known as H. WAYNE RUTHERFORD, and A. A. RUTHERFORD, also known as UADREY A. RUTHERFORD, his wife, two of the Defendants herein, by their attorney, MELVIN S. BERNSTEIN, that the said Defendants are entitled to redeem from tax sale the property situate and lying in the Third Election District of Anne Arundel County, Maryland, and known as Lot No. 19, Block AQ, Plat No. 9, G.T.C. 1140-21, assessed to said Defendants, and described in Certificate of Sale No. 4231-B, by payment of the following sums of money:

To: Comptroller, Tax Division,
Anne Arundel County, Maryland

1962 Real Estate Taxes, plus interest		$ 10.41
1963 " " " " "	(	10.25
Advertising costs	(	15.60
1964 Real Estate Taxes, plus interest		12.21
1965 " " " " "	(1/2 yr.)	3.94
1965-1966 " " " " "		10.84

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55

Costs	3.00
Interest to Purchaser (to Aug.1965)	4.32
Total ----------	$ 70.57

To: Attorney for Plaintiff

Advertising costs	$ 34.52
Court Costs (approximate)	25.00
Title Examination	25.00
Attorney's Fee	75.00
Total ----------	$159.52

C. Maurice Weidemeyer

C. MAURICE WEIDEMEYER
Attorney for Plaintiff
236 Main Street
Annapolis, Maryland
CO. 8-5049

Melvin S. Bernstein

MELVIN S. BERNSTEIN
Attorney for Defendants,
H. W. RUTHERFORD and
A. A. RUTHERFORD, his wife
1104 W. 36th Street
Baltimore, Maryland 21211
BE. 5-1194

56

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware	*	IN THE
Plaintiff		CIRCUIT COURT
-vs-	*	
		FOR
PEARL JOYNER, et al.	*	
and		ANNE ARUNDEL COUNTY
H. W. RUTHERFORD, also known as H. WAYNE RUTHERFORD and	*	(IN EQUITY)
A. A. RUTHERFORD, also known as AUDREY A. RUTHERFORD, his wife	*	No. 17253
Defendants	*	

O R D E R

Upon the aforegoing Stipulation of the Plaintiff, SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware, and the Defendants, H. W. RUTHERFORD, also known as H. WAYNE RUTHERFORD, and A. A. RUTHERFORD, also known as AUDREY A. RUTHERFORD, his wife,

It is this 18th day of AUGUST, 1965, by the Circuit Court for Anne Arundel County, In Equity,

ADJUDGED, ORDERED and DECREED, that the said Defendants are entitled to redeem from tax sale the property situate and lying in the Third Election District of Anne Arundel County, Maryland, and known as Lot No. 19, Block AQ, Plat No. 9, G.T.C. 1140-21, assessed to said Defendants, and described in Certificate of Sale No. 4231-B, by payment of the sum of $230.09, itemized as follows:

To: Comptroller, Tax Division,
Anne Arundel County, Maryland

1962 Real Estate Taxes, plus interest	$ 10.41
1963 " " " " "	(10.25
Advertising costs	(15.60
1964 Real Estate Taxes, plus interest	12.21

57

1965 Real Estate Taxes, plus interest (1/2 yr.)	3.94
1965-1966 " " " " "	10.84
Costs	3.00
Interest to Purchaser (to Aug.1965)	4.32
Total ----------	$ 70.57

To: Attorney for Plaintiff

Advertising costs	$ 34.52
Court Costs (approximate)	25.00
Title Examination	25.00
Attorney's Fee	75.00
Total ----------	$159.52

E. Mackall Childs
JUDGE

FILED
1965 AUG 19 AM 10: 05

58

SOUTHERN MUNICIPAL CORPORATION, a body corporate of the State of Delaware	*	IN THE
Plaintiff	*	CIRCUIT COURT
-vs-	*	FOR
PEARL JOYNER, et al.	*	
and		ANNE ARUNDEL COUNTY
H. W. RUTHERFORD, also known as H. WAYNE RUTHERFORD and A. A. RUTHERFORD, also known as AUDREY A. RUTHERFORD, his wife	*	(IN EQUITY)
	*	No. 17253
Defendants	*	

ORDER OF SATISFACTION

MR. CLERK:

Please dismiss from these proceedings Tax Sale Certificate No. 4231-B, covering the property situate and lying in the Third Election District of Anne Arundel County, Maryland, and known as Lot No. 19, Block AQ, Plat No. 9, G.T.C. 1140-21, assessed to the Defendants, H. W. RUTHERFORD, also known as H. WAYNE RUTHERFORD, and A. A. RUTHERFORD, also known as AUDREY A. RUTHERFORD, his wife, as the property covered by said Certificate has been fully redeemed.

C. Maurice Weidemeyer

C. MAURICE WEIDEMEYER
Attorney for Plaintiff
236 Main Street
Annapolis, Maryland
CO. 8-5049

FILED
1965 AUG 19 PM 1:54

59

SOUTHERN MUNICIPAL CORPORATION, *
a body corporate of the State
of Delaware
236 Main Street
Annapolis, Maryland

Plaintiff

vs.

ARUNDEL HOME FINANCE CORPORATION, *
Mortgagee
c/o John A. Blondell
5 Crain Highway, N.E.
Glen Burnie, Maryland

Defendant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 17,253 EQUITY

* * * * *

STIPULATION

This Stipulation entered into by and between Arundel Home Finance Corporation, by its attorneys, Brown and Blondell and Southern Municipal Corporation, by its attorney C. Maurice Weidemeyer, is as follows:

1. That Arundel Home Finance Corporation has the right to redeem the property sold by the Treasurer of Anne Arundel County as represented by certificate of tax sale dated October 14, 1963, Certificate No. 4237B and containing the following description:

Lot 272A, Section A, Laurel Acres (GTC 1428 folio 388), being that lot located on the corner of Dorechester Road and Dover Road with frontage of 50 ft. on Dorchester Road and 155.27 feet on Dover Road, designated as Lot 272 within that area bounded on the north by Cambridge Road, on the south by Dorchester Road, on the east by Dover Road, and on the west by Laurel Drive, as shown on Revised Plat of Laurel Acres, Section A, recorded in Plat Book 24, folio 24.

FILED

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60

2. That the amounts necessary for the redemption of the aforesaid property and the parties to whom said amounts are payable are as follows:

a. To Plaintiff:

Court costs proportionate	$ 25.00
Advertising costs proportionate	34.32
Attorney's fee - title examination	25.00
Attorney's fee	75.00
	$159.32

b. To collector of taxes:

1962 taxes	10.01
1963 taxes	9.87
1964 taxes	11.75
1965 taxes (½ year)	4.21
1965-66 taxes	11.59
Advertising costs	15.60
Sale	3.00
Interest to Purchaser	4.23
	$ 70.26

c. To Clerk of the Circuit Court for Anne Arundel County:

BROWN AND BLONDELL

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

By John A. Blondell

John A. Blondell
5 Crain Highway, N.E.
(P. O. Box 728)
Glen Burnie, Md. 21061
SO 6-8370

61

SOUTHERN MUNICIPAL CORPORATION *

Plaintiff

vs.

ARUNDEL HOME FINANCE CORPORATION, MORTGAGEE *

Defendant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NO. 17,253 EQUITY

* * * * *

ORDER

UPON the foregoing Petition to Redeem and Stipulation, the proceedings having been read and considered, it is this 30th day of August, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Defendant, Arundel Home Finance Corporation, be, and is hereby, authorized to redeem the real property described as follows:

Lot 272A, Section A, Laurel Acres (GTC 1428 folio 388), being that lot located on the corner of Dorchester Road and Dover Road with frontage of 50 ft. on Dorchester Road and 155.27 feet on Dover Road, designated as Lot 272 within that area bounded on the north by Cambridge Road, on the south by Dorchester Road, on the east by Dover Road, and on the west by Laurel Drive, as shown on Revised Plat of Laurel Acres, Section A, recorded in Plat Book 24, folio 24.

Provided, however, that the Defendant pay the following amounts:

a. To Plaintiff:

Court costs, proportionate	25.00
Advertising costs, proportionate	34.32
Attorney's fee - title examination	25.00
Attorney's fee	75.00
	$159.32

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62

b. To Collector of taxes:

1962 taxes	10.01
1963 taxes	9.87
1964 taxes	11.75
1965 taxes (½ year)	4.21
1965-66 taxes	11.59
Advertising costs	15.60
Sale	3.00
Interest to Purchaser	4.23
	$ 70.26

~~c. To Clerk of the Circuit Court for Anne Arundel County:~~

George Sachse

JUDGE

63

SOUTHERN MUNICIPAL CORPORATION : IN THE CIRCUIT COURT FOR

Plaintiff : ANNE ARUNDEL COUNTY

vs. : Equity No. 17,253

PEARL JOYNER, et al., :

Defendants:

ORDER OF SATISFACTION

MR. CLERK:

Please enter the above case settled and the property redeemed as to the Respondents, Harvey Hinnant and Ida P. Hinnant, his wife, and all persons having or claiming to have any interest in the property described as Lots No. 17 & 18, 44 & 45, Sec. B., Blk. 62, Plat 2, GTC 1259-362, as situated at Alberta Heights, 4th Election District, Anne Arundel County, Maryland, and which property is described in 1963 Tax Sale Certificate No. 4184B filed in these proceedings.

C. Maurice Weidemeyer

C. Maurice Weidemeyer, Solicitor
for Southern Municipal Corporation

FILED

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64

SOUTHERN MUNICIPAL CORPORATION	:	IN THE CIRCUIT COURT FOR
Plaintiff	:	ANNE ARUNDEL COUNTY
vs.	:	Equity No. 17,253
PEARL JOYNER, et al.,	:	
Defendants	:	

STIPULATION OF PLAINTIFF AND
HARVEY AND IDA P. HINNANT, DEFENDANTS

It is stipulated between the Plaintiff and the Defendants, Harvey and Ida P. Hinnant, that the Defendants are entitled to redeem the property described as Lots 17, 18, 44 and 45, Sec. B, Blk. 62, Plat 2, GTC 1259-362, as situated at Alberta Heights, 4th Dist., Anne Arundel County, Maryland, and that they may redeem the said property as described in Tax Sale Certificate No. 4184B, filed in these proceedings, and that the amounts necessary to redeem are as follows:

1. To Controller of Anne Arundel County:

1961 taxes and interest	$ 18.56	
1962 taxes and interest	17.52	
1963 taxes and interest	32.88	
1964 taxes and interest	20.46	
1965 (first half) and int.	8.71	
1965-66 taxes	24.08	
Cost of Sale	3.00	
Interest to Purchaser of Cert.	7.53	
		$132.74

2. To be paid to Attorney for Plaintiff:

Court costs (approximate)	$ 25.00	
Advertising cost	34.52	
For title examination	25.00	
For attorney fee	75.00	
		$159.52

C. Maurice Weidemeyer
C. Maurice Weidemeyer, Solicitor
for Southern Municipal Corporation

Harvey Hinnant
Harvey Hinnant

Ida P. Hinnant
Ida P. Hinnant

FILED
1965 AUG 30 AM 10: 55

65

SOUTHERN MUNICIPAL CORPORATION : IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
Plaintiff : Equity No. 17,253
vs.
:
PEARL JOYNER, ET AL., :
Defendants :

ORDER OF COURT

Upon the foregoing Stipulation, it is this 30 day of August, 1965, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the amounts necessary to redeem the property described in Tax Sale Certificate No. 4184B is:

1. To Controller of Anne Arundel County:

1961 taxes and interest	$ 18.56	
1962 taxes and interest	17.52	
1963 taxes and interest	32.88	
1964 taxes and interest	20.46	
1965 (first half) and int.	8.71	
1965-66 taxes	24.08	
Cost of Sale	3.00	
Interest to Purchaser of Cert.	7.53	
		$132.74

2. To be paid to Attorney for Plaintiff:

Court costs (approximate)	$25.00	
Advertising cost	34.52	
For title examination	25.00	
For attorney fee	75.00	
		$159.52

George Sachse
JUDGE

FILED
1965 AUG 30 PM 3:07

66

SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
PEARL JOYNER, et al.	:	Equity No. 17,253

AFFIDAVIT OF MAILING TO NON-RESIDENT DEFENDANTS

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. MAURICE WEIDEMEYER, President of and Attorney for Southern Municipal Corporation, Plaintiff herein, first being duly sworn and on oath deposes and says:

1. That he mailed a copy of the Bill of Complaint and Order of Publication issued herein, by certified mail, return receipt requested, to non-resident defendants Avalon Shores, Inc., Robert A. Mills and Martha Mills, Warren Smadbeck and Madeline Smadbeck, Col. John A. Martin and Gene E. Martin, Beach Shores, Inc., Sunrise Beach, Inc., Anna H. Walker, and E. Gross, as evidenced by the receipts for said letters filed herewith or the envelopes of returned letters, filed herewith and made a part hereof.

2. That the said certified letters mailed to Avalon Shores, Inc., Warren Smadbeck and Madeline Smadbeck were received by them as indicated by the receipts for said letters filed herewith.

3. That the said certified letters mailed to Beach Shores, Inc., and Sunrise Beach, Inc., were received by them as indicated by the receipts for said letters filed herewith, and further evidenced by answer filed by said Sunrise Beach,Inc., in this cause.

4. That the said certified letters mailed to Robert A. Mills and Martha Mills were returned marked "No Such Street Number - Not in Directory".

5. That the said certified letters mailed to Anna H. Walker and Elsie Bell Gross were returned marked "Addressee Unknown".

FILED
1965 SEP 20 PM 2:34

67

6. That the said certified letters mailed to Col. John A. Martin and Gene E. Martin were returned marked "No Such Number - No Record Post Locator".

C. Maurice Weidemeyer

C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 17th day of September, 1965.

Mary Harrison

Mary Harrison - Notary Public
My Commission expires July 1, 1967

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LIBER 164 PAGE 588

No. 742623

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Madeline Smadbeck

STREET AND NO. 17 West 56th St.

CITY AND STATE New York, New York

If you want a return receipt, check which ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Mrs. Warren Smadbeck

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

No. 742622

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO Warren Smadbeck

STREET AND NO. 17 West 56th St.

CITY AND STATE New York, New York

If you want a return receipt, check which ☐ 10¢ shows to whom and when delivered ☐ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POSTMARK OR DATE

POD Form 3800 Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL (See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Warren Smadbeck

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Mrs. Warren Smadbeck

DATE DELIVERED

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

FILED

1965 SEP 20 PM 2:34

69

LIBER 164 PAGE 589

No. 742625

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Sunrise Beach, 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

POD Form 3800
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee
☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 6-11-65

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

No. 742624

RECEIPT FOR CERTIFIED MAIL—20¢

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

POD Form 3800
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee
☐ Show address where delivered

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 6-11-65

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee
☐ Show address where delivered

JUN 11 1965

(Additional charges required for these services)

RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED: 6/11/65

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

FILED

1965 SEP 20 PM 2:34

70

LIBER 164 PAGE 590

No. 742620

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO
Avalon Shores, Inc.

STREET AND NO.
602 Kennedy St. N.W.

CITY AND STATE
Washington 11, D.C.

POSTMARK OR DATE

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
Dec. 1960

CAUTION—NOT FOR INTERNATIONAL MAIL

(See other side)

LIBER 164 PAGE 591

SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
PEARL JOYNER, et al.	:	IN EQUITY
	:	Equity No. 17,253

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY THAT before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared C. MAURICE WEIDEMEYER, President of Southern Municipal Corporation, Plaintiff herein, and made oath in due form of law that:

1. The defendants Cape St. Claire Improvement Assn., Inc., Avalon Shores, Inc., Beach Shores, Inc., and Sunrise Beach, Inc., being bodies corporate, are not in the military service.

2. He has made inquiry concerning the other defendants herein, and from such inquiry is advised and believes, and therefore avers that he has no information that any ofthem are in the military service, and therefore avers that none of the defendants are in the military service.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

SUBSCRIBED and SWORN to before me this 17th day of September, 1965.

Mary Harrison
Mary Harrison - Notary Public
My Commission expires July 1, 1967

FILED
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SOUTHERN MUNICIPAL CORPORATION, A body corporate	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
PEARL JOYNER, et al.	:	Equity No. 17,253

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 14th day of October, 1963, for non-payment of taxes due for the years 1962 and 1963.

And it further appearing that subpoenas issued out of this Court directed to the defendants Pearl Joyner, William E. Joyner, Robert A. Joyner, Beatrice Stokes, Wayne Thompkins and Agnes Thompkins, have been returned twice "non sunt", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Dorothy M. Vanschelven and William J. Vanschelven, her husband, Loren A. Matthews, Edward Mitchell and Mary E. Mitchell, and George H. Phelan, have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoena issued out of this Court directed to the defendant Santo Navarria has been returned twice "mortuis est", as will more fully appear from the Sheriff's return filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Cape St. Claire Improvement

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Assn., Inc., Homer C. McCarthy, I. McCarthy, George W. Holmes, Shirley M. Holmes, and the United States of America, have been returned "summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that Sunrise Beach, Inc., has filed an answer herein as will be shown by the record herein.

And it further appearing that the defendants Avalon Shores, Inc., Robert A. Mills and Martha Mills, his wife, Warren Smadbeck and Madeline Smadbeck, his wife, Col. John A. Martin and Gene E. Martin, his wife, Beach Shores, Inc., Anna H. Walker, and E. Gross, being non-residents, have been duly served by publication.

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 which said defendants could so appear and file an answer having now expired, it is thereupon this 20th day of September, 1965, by the Circuit Court for Anne Arundel County, in equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken pro confesso against the said defendants and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said defendants and described on the books of the County Treasurer and sold to the Plaintiff on the 14th day of October, 1963.

E. Mackall Childs
Judge

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SOUTHERN MUNICIPAL CORPORATION, a body corporate	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
PEARL JOYNER, et al.	:	IN EQUITY
	:	Equity No. 17,253

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The proceedings in this cause having been readand considered, and it appearing to the Court that subpoenas issued out of this Court directed to the defendants Pearl Joyner, William E. Joyner, Robert A. Joyner, Beatrice Stokes, Wayne Thompkins and Agnes Thompkins have been returned twice "non sunt", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Dorothy M. Vanschelven and William J. Vanschelven, her husband, Loren A. Matthews, Edward Mithcell and Mary E. Mitchell, and George H. Phelan have been returned twice "non est", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that subpoena issued out of this Court directed to the defendant Santo Navarria has been returned twice "mortuis est", as will more fully appear from the Sheriff's return filed herein.

And it further appearing that subpoenas issued out of this Court directed to the defendants Cape St. Claire Improvement Assn. Inc., Homer C. McCarthy, I. McCarthy, George W. Holmes, Shirley M. Holmes, and the United Statesof America, have been returned "summonsed", as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that Sunrise Beach, Inc., defendant, has filed an answer herein as will be shown by the record herein.

And it further appearing that the defendants, Avalon Shores, Inc., Robert A. Mills and Martha Mills, his wife, Warren Smadbeck and Madeline Smadbeck, his wife, Col. John A. Martin and Gene E. Martin, his wife, Beach Shores, Inc., Anna H. Walker and E. Gross, being non-residents, have been duly served by publication.

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And it further appearing that a Decree Pro Confesso was entered herein on September 20, 1965, against all of the aforesaid defendants, and that none of the aforesaid parties against whom the Decree Pro Confesso was entered have entered their appearance herein, or filed an answer in these proceedings, or proceeded to redeem herein.

IT IS THEREFORE by the Circuit Court for Anne Arundel County, sitting in equity, this 22nd day of November, 1965, ADJUDGED, ORDERED and DECREED, that all the rights of redemption to the properties mentioned herein of the defendants Pearl Joyner, William E. Joyner, Robert A. Joyner, Beatrice Stokes, Wayne Thompkins (aka Wayne W. Thompkins), Agnes Thompkins (aka Agnes M. Thompkins), Dorothy M. Vanschelven (aka Dorothy M. Van Schelven and Dorothy M. Vauschelven), William J. Vanschelven, her husband, Loren A. Matthews, Edward Mitchell (aka Edward T. Mitchell, Sr.), Mary E. Mitchell, George H. Phelan, Santo Navarria, Cape St. Claire Improvement Assn., Inc., Homer C. McCarthy, I. McCarthy (aka Isabelle McCarthy) his wife, George W. Holmes, Shirley M. Holmes, his wife, United States of America, Sunrise Beach, Inc., Avalon Shores, Inc., Robert A. Mills, Martha Mills, his wife, Warren Smadbeck, Madeline Smadbeck, his wife, Col. John A. Martin and Gene E. Martin, his wife, Beach Shores, Inc., Anna H. Walker (aka Anna Humbert Walker), and E. Gross (aka Elsie Bell Gross), 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 14, 1963, for non-payments of taxes for the years 1962 and 1963, to wit:

1. Certificate No. 4174B - Lot 6, Block 1155C as shown on the plat of E. Glen Burnie, Fifth District, and assessed to Pearl Joyner, et al.

2. Certificate No. 4180B - Lots 8 to 11, Sec. B, Block 33, Imps. GTC 1285/187, as shown on plat of Avalon Shores, 7th Dist., and assessed to Dorothy M. Vanschelven.

3. Certificate No. 4212B - Lots 890 to 899, as shown on Plat of Woodland Beach, First District, and assessed to Robert A. Mills and wife.

4. Certificate No. 4213B - Lots 173-174-175 as shown on Plat of Woodland Beach, First District, and assessed to Santo Navarria.

5. Certificate No. 4221B - Lot 358, Plat 1, Sec. 2, JHH 931/161 as shown on Plat of Sunrise Beach, Second District, and assessed to John A. & G. E. Martin.

6. Certificate No. 4227B - Lot 1.024 acres, Blk. 170 as situated west side Earleigh Hgts. Road, Third District, and assessed to Anna H. and Gross E. Walker.

7. Cert. No. 4228B - Lot 69, Resub. Lot 9-10, JHH 941/142 as situated on Old Annapolis Blvd. near Glen Burnie, Third District, and assessed to Edward Mitchell.

8. Certificate No. 4232B - Lot 42, Blk. J, JHH 833/88, Deep Creek Sub-div. as situated at Cape St. Claire, Third District, and assessed to George H. Phelan.

9. Certificate No. 4241B - Lots 13-14, Tract 6, GTC 1043/525, as shown on Plat of Powhattan Beach, Third District, and assessed to Homer C. & I. McCarthy.

10. Certificate No. 4242B - Lot 36, Rev. Plat G.T.C. 1428/366, as shown on Plat of Rock Creek Park, Third District, and assessed to George W. & Shirley M. Holmes.

11. Certificate No. 4248B - Lot 23, Block D, GTC 1083/537, as shown on Plat of Silver Sands, Third District, and assessed to Wayne & Agnes Thompkins.

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 FURTHERED ORDERED that Plaintiff pay the costs of these proceedings.

E. Mitchell Childs
Judge

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