A. HOWELL LINTHICUM 318 East Hilltop Road Linthicum Heights, Maryland PLAINTIFF vs. William Benson Address Unknown, and Susie Benson Address Unknown, and Susan Benson Address Unknown, and all persons having or claiming to have any interest in and to the property, containing five (5) acres of land, more or less, Third Election District, Near Jacobsville, Anne Arundel County, Maryland. DEFENDANTS	*	NO. 17,279 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

****

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator complaining says:

1. That on or about the 3rd day of September, 1929, all of the property described above, to wit: A parcel of land, five (5) acres, more or less, near Jacobsville, located in Block 255 in the tax and assessment records, all situated in the Third Election District of Anne Arundel County, Maryland, was assessed to one William Benson, who was then in default for the non-payment of real property taxes on said property, as a result of which the said property was sold at public auction tax sale by one C. Albert Hodges, then County Treasurer for Anne Arundel County, Maryland, to the Anne Arundel County Commissioners for the sum of Fifty ($50.00) Dollars. Said tax sale was reported January 8, 1931 and ratified March 12, 1931, the tax sale proceeding here numbered 983 and docketed in F.S.R. 1, folio 4 and recorded in F.S.R. 1, folio 381, and the Deed of conveyance to

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ATTORNEYS AT LAW
ANNAPOLIS, MD.

the County Commissioners was dated November 4, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 92, folio 100.

2. That on the 23rd day of March, 1933, the said Anne Arundel County Commissioners executed a deed for all of said property conveying the same in fee simple to A. Howell Linthicum, the Plaintiff herein, which Deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. 108, folio 82, a certified copy of which is attached hereto and marked "Plaintiff's Exhibit No. 1".

3. That on the 29th day of March, 1965, Certificate of tax sale No. 3234B for the herein above described property was issued by Charles G. Smith, County Treasurer for Anne Arundel County, Maryland, which certificate is attached hereto and marked "Plaintiff's Exhibit No. 2".

4. That the property mentioned in said certificate of tax sale is described as follows: "All of that lot of ground and improvements lying in the Third Election District of Anne Arundel County containing 5 acres of land, more or less, and assessed to William Benson."

It being the same property which was conveyed to A. Howell Linthicum, Plaintiff, by the Anne Arundel County Commissioners, according to Exhibit No. 1.

5. That according to the Equity, Law and Land Records of Anne Arundel County, Maryland, title to said property is vested in the name of A. Howell Linthicum, Plaintiff, although said Plaintiff has not prior to this action attempted to foreclose the Equity of Redemption of the person or persons who owned said property at the time it was sold for default in taxes.

6. That in addition to the paper title ownership of Plaintiff, Plaintiff has occupied said property in a manner

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2

which has been open, notorious, continuous, hostile and adverse against all of the World, and has also paid all taxes in existence levied against said property since acquisition as and when due.

7. That a correct meets and bounds description for subject property is as follows:

BEGINNING for the same at a stone planted in or on an old road running along the western outline of a tract of land, containing 10-1/2 acres of land, more or less, which was conveyed to a certain William Benson by Deed from John F. Williams, et al, Executors, dated July 9, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. 10, folio 469, and also at the end of the second line in a Deed from William Benson and wife to Joseph R. Pinkett, dated September 27, 1902, and recorded in the aforesaid Land Records in Liber G.W. 28, folio 38, and running from said stone South 9-1/2° West 379.5 feet to a stone, which stone is at the end of the second line of above mentioned Deed recorded in Liber G.W. 10, folio 469; thence running South 31° East 330 feet to a post standing on the south side of a bounded pine tree on the West side of Nanny's Branch; thence North 64° East 24.75 feet, more or less , to the aforesaid Branch and on outlines of Lot No. 4 on Plat A, filed in Trust Estate of James E. Williams, No. 460 Equity; thence running and bounding on said Branch and on outlines of Lot No. 4, the reverse thereof, the following courses and distances, North 62-1/2° East 346.5 feet, North 12-3/4° West 198 feet, North 30° East 198 feet to a stone, being the end of the third line of the aforesaid Deed recorded in Liber G.W. 28, folio 38; thence leaving said Branch and running with said third line reversely North 75° West 544.5 feet, more or less, to the place of beginning. Containing 5-1/2 acres of land, more or less.

8. That orator prays for an Order of Publication

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

directed to all parties in interest in the subject property.

9. That in order to redeem the herein property, it will be necessary for the Defendants to conclusively demonstrate that good title by adverse position has not been made out by Plaintiff and thereafter to pay the sum of Fifty ($50.00) Dollars together with interest from March 23, 1933, plus all taxes, interest and penalties accrued subsequent to the day of the tax sale aforesaid, which have actually been paid by either your orator or his predecessor in title, the said Anne Arundel County Commissioners.

10. That orator prays this Honorable Court to pass a final Decree foreclosing all rights of redemption of all Defendants hereto, in and to the property described herein.

Respectfully submitted,

CHILDS AND BALD

A. Howell Linthicum

BY: LeRoy Bald
LeRoy Bald
192 Duke of Gloucester Street
Annapolis, Maryland
Colonial 7-8191
Solicitors for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 County aforesaid, personally appeared A. Howell Linthicum, known to me (or satisfactorily proven) to be the person whose name appears on the within instrument, and he did make oath in due form that the matters and facts stated in the foregoing Bill of Complaint are true.

AS WITNESS my hand and seal Notarial.

Virginia B. Hughes
Notary Public.

My Commission Expires: 7/1/67 Virginia B. Hughes

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Eq. #2

LIBER 165 PAGE 5 Duplicate of Ca - # 983

No 3234-B. CERTIFICATE OF TAX SALE

I, Charles G. Smith, Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Sept 3, 1929, I sold to A.A. Co. Comm. at public auction for the sum of 50.00 Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Dist 3 described as All that lot of Ground and improvements lying in the Third Election District of Anne Arundel Co. Containing 5 Acres of land more or less and assessed to William Berson

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~~ Sept 3, 1930, 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 29th day of March 1965

C G Smith
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 29th day of ~~October~~ March, 1965, before me, the subscriber, a Notary Public for the State of Maryland, ~~in and for~~ Anne Arundel County, personally appeared, C. G. Smith, ~~Treasurer~~ Collector 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 S. Lowe
Notary Public.

My Commission Expires May 3, 1965

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THIS DEED, made this 23rd day of March in the year nineteen hundred and thirty-three by the County Commissioners of Anne Arundel County, a body corporate.

WITNESSETH that in consideration of Five Dollars and other good and valuable considerations the said County Commissioners of Anne Arundel County do grant and convey unto A. Howell Linthicum, his heirs and assigns, all that lot of ground situate in the Third Election District of Anne Arundel County that is described as follows:

BEING all that lot of ground that is described in a deed from C. Albert Hodges, Treasurer, to the County Commissioners of Anne Arundel County bearing date November 4, 1931 and is recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 92, folio 100.

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

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the said A. Howell Linthicum, his heirs and assigns, forever in fee-simple.

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

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WITNESS the hand of Elmer E. Parkinson, the president of the within-named grantor with the seal of the same affixed.

By County Commr of Anne Arundel Co
Elmer E. Parkinson (SEAL)
President

TEST:
R. Earl Arnold

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of March in the year nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Elmer E. Parkinson, the president of the above named grantor and acknowledged the aforegoing deed to be its act and deed.

AS WITNESS my hand and Notarial seal.

Guy F. Loskoski
Notary Public.

A. HOWELL LINTHICUM 318 East Hilltop Road Linthicum Heights, Maryland PLAINTIFF vs. William Benson Address Unknown, and Susie Benson Address Unknown, and Susan Benson Address Unknown, and all persons having or claiming to have any interest in and to the property, containing five (5) acres of land, more or less, Third Election District, near Jacobsville, Anne Arundel County, Maryland DEFENDANTS	*	NO. 17,279 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

****

ORDER OF PUBLICATION

The purpose of this proceeding is to foreclose equity of redemption.

The bill states, among other things, that on or about the 3rd day of September, 1929, all of the property, five (5) acres of land, more or less, near Jacobsville, located in Block 255, Third Election District of Anne Arundel County, Maryland, was assessed to William Benson, who was then in default for the non-payment of real property taxes on said property, as a result of which the said property was sold at public auction tax sale by C. Albert Hodges, then County Treasurer for Anne Arundel County, Maryland, to the Anne Arundel County Commissioners for the sum of Fifty ($50.00) Dollars. Said tax sale was reported January 8, 1931, and ratified March 12, 1931, the tax sale proceeding here numbered 983 and docketed in F.S.R. 1, folio 4 and recorded in F.S.R. 1, folio 381, and the Deed of conveyance to County Com-

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missioners was dated November 4, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 92, folio 100.

That the said County Commissioners on the 23rd day of March, 1933, executed a deed for all of said property; conveying the same in fee simple to A. Howell Linthicum, which deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. 108, folio 82, and that on the 29th day of March, 1965, Certificate of tax sale No. 3234B for the herein above described property was issued by Charles G. Smith, County Treasurer for Anne Arundel County, Maryland.

That the property mentioned in said certificate of tax sale is described as "all of that lot of ground and improvements lying in the Third Election District of Anne Arundel County containing 5 acres of land, more or less, and assessed to William Benson", it being the same property which was conveyed to A. Howell Linthicum by the Anne Arundel County Commissioners.

That according to the Equity, Law and Land Records of Anne Arundel County, Maryland, title to said property is vested in the name of A. Howell Linthicum, who has not prior to this action attempted to foreclose the Equity of Redemption of the person or persons who owned said property at the time it was sold for default in taxes.

That in addition to the paper title ownership of A. Howell Linthicum, he has occupied said property in a manner which has been open, notorious, continuous, hostile and adverse against all of the World, and has also paid all taxes in existence levied against said property since acquisition as and when due.

The bill requests the Court to pass a final Decree foreclosing all rights of redemption of all Defendants hereto, in and to the property described herein.

IT IS THEREFORE, this 29th day of June, 1965, by the Circuit Court for Anne Arundel County, Maryland, ORDERED that the Plaintiff, by causing a copy of this Order of Publication to be inserted in some local newspaper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 2nd day of September next, give notice to the Defendants, the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 2nd day of September, 1965, to show cause, if any they may have, why a Decree should not be granted as prayed herein.

Louis N. Phipps

Louis N. Phipps, Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 17,279 EQUITY

A. HOWELL LINTHICUM
318 East Hilltop Road
Linthicum Heigts, Maryland
PLAINTIFF

vs.

WILLIAM BENSON
Address Unknown, and
SUSIE BENSON
Address Unknown, and
SUSAN BENSON
Address Unknown, and
all persons having or claiming to have any interest in and to the property, containing five (5) acres of land, more or less, Third Election District, near Jacobsville, Anne Arundel County, Maryland
DEFENDANTS

Order Of Publication

The purpose of this proceeding is to foreclose equity of redemption.

The bill states, among other things, that on or about the 3rd day of September, 1929, all of the property, five (5) acres of land, more or less, near Jacobsville, located in Block 255, Third Election District of Anne Arundel County, Maryland, was assessed to William Benson, who was then in default for the nonpayment of real property taxes on said property, as a result of which the said property was sold at public auction tax sale by C. Albert Hodges, then County Treasurer for Anne Arundel County, Maryland, to the Anne Arundel County Commissioners for the sum of Fifty ($50.00) Dollars. Said tax sale was reported January 8, 1931, and ratified March 12, 1931, the tax sale proceeding here numbered 933 and docketed in F.S.R. 1, folio 4 and recorded in F.S.R. 1, folio 381, and the Deed of conveyance to County Commissioners was dated November 4, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 92, folio 100.

That the said County Commissioners on the 23rd day of March, 1933, executed a deed for all of said property, conveying the same in fee simple to A. Howell Linthicum, which deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. 103, folio 82, and that on the 29th day of March, 1965, Certificate of tax sale No. 3234B for the herein above described property was issued by Charles G. Smith, County Treasurer for Anne Arundel County, Maryland.

That the property mentioned in said certificate of tax sale is described as "all of that lot of ground and improvements lying in the Third Election District of Anne Arundel County containing 5 acres of land, more or less, and assessed to William Benson," it being the same property which was conveyed to A. Howell Linthicum by the Anne Arundel County Commissioners.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 11

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1965

We hereby certify, that the annexed

Order of Publication
No. 17,279 Eq.
William Benson

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 September, 1965. The first insertion being made the 1st day of July, 1965.

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THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

That according to the Equity, Law and Land Records of Anne Arundel County, Maryland, title to said property is vested in the name of A. Howell Linthicum, who has not prior to this action attempted to foreclose the Equity of Redemption of the person or persons who owned said property at the time it was sold for default in taxes.

That in addition to the paper title ownership of A. Howell Linthicum, he has occupied said property in a manner which has been open, notorious, continuous, hostile and adverse against all of the World, and has also paid all taxes in existence levied against said property since acquisition as and when due.

The bill requests the Court to pass a final Decree foreclosing all rights of redemption of all Defendants hereto, in and to the property described herein.

IT IS THEREFORE, this 29th day of June, 1965, by the Circuit Court for Anne Arundel County, Maryland, ORDERED that the Plaintiff, by causing a copy of this Order of Publication to be inserted in some local newspaper published in Anne Arundel County, Maryland, once each week, for four successive weeks before the 2nd day of September next, give notice to the Defendants, the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 2nd day of September, 1965, to show cause, if any they may have, why a Decree should not be granted as prayed herein.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk.

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BALD, SMITH & LUCKE
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 165 PAGE 12

HOWELL LINTHICUM	*	No. 17,279 EQUITY
PLAINTIFF	*	IN THE
vs.	*	CIRCUIT COURT
WILLIAM BENSON, et al	*	FOR
DEFENDANTS	*	ANNE ARUNDEL COUNTY

****

AFFIDAVIT OF EFFORTS IN COMPLIANCE WITH EQUITY RULE 105 G 1.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

THIS IS TO CERTIFY that on this 13th day of October, 1965, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LeROY BALD, Solicitor for A. Howell Linthicum, Plaintiff, and made oath in due form of law that efforts were made to reach the Defendants by Order of Publication duly inserted in an Anne Arundel County newspaper, and that Plaintiff made diligent efforts to locate the Defendants, both personally and through his Counsel, by a search of the Land and Assessment Records of Anne Arundel County, by examination of telephone books, directories, and other locators, and by verbal inquiry in the general community, all of which efforts have been without avail and have failed to disclose the whereabouts of any of the Defendants.

AND the affiant did further state that as a result of these efforts the Defendants have not answered said Bill of Complaint or Order of Publication.

LeRoy Bald

LeRoy Bald

Virginia B. Hughes

Virginia B. Hughes, Notary Public

My Commission Expires 7-1-67

VIRGINIA B. HUGHES NOTARY PUBLIC ANNE ARUNDEL COUNTY

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LIBER 165 PAGE 13

AFFIDAVIT OF NON-MILITARY SERVICE

A. Howell Linthicum
Plaintiff
vs.
William Benson, et al

No. 17,279 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 13th day of October, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,

LeRoy Bald, Attorney for

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.)

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 13th day of October, 19 65.

Notarial Seal

Virginia B. Hughes
Virginia B. Hughes, Notary Public

My Commission will expire on: 7-1-67

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A. Howell Linthicum

vs.

William Benson, et al

No. 17,279 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, William Benson, et al, after order of publication duly published (~~or served~~) (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (~~or writ of summons~~).

It is, thereupon, this 15th day of October, 1965, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

George Sachse
Judge

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A. HOWELL LINTHICUM	*	NO. 17,279 EQUITY
PLAINTIFF	*	IN THE CIRCUIT COURT
vs.	*	FOR
WILLIAM BENSON, et al	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	

****

DECREE

THE cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing that the same have been conducted in substantial compliance with the provisions of Article 81, Sections 97 - 123, inclusive, of the Annotated Code of Maryland, 1957, as amended.

IT is thereupon, this 19 day of November, 1965, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Respondents - William Benson, Susie Benson, Susan Benson, or of anyone claiming by, from or under them or any of them, in and to the property described in these proceedings as having been sold by the then Treasurer of Anne Arundel County , C. Albert Hodges, to the Anne Arundel County Commissioners on the 4th day of November, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 92, Folio 100.

2. That on the 23rd day of March, 1933, the said Anne Arundel County Commissioners executed a deed for all of said property conveying the same in fee simple to A. Howell Linthicum, the Plaintiff herein, which deed is recorded among the Land Records of Anne Arundel County in Liber F.S.R. 108, Folio 82

3. That said property now vested in the Plaintiff is correctly described as follows:

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ALL of that lot of ground and improvements lying in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at a stone planted in or on an old road running along the Western outline of a tract of land, containing 10-1/2 acres of land, more or less, which was conveyed to a certain William Benson by deed from John F. Williams, et al, Executors, dated July 9, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. 10, Folio 469, and also at the end of the second line in a Deed from William Benson and wife to Joseph R. Pinkett, dated September 27, 1902, and recorded in the aforesaid Land Records in Liber G.W. 28, Folio 38, and running from said stone South 9-1/2° West 379.5 feet to a stone, which stone is at the end of the second line of above mentioned Deed recorded in Liber G.W. 10, Folio 469; thence running South 31° East 330 feet to a post standing on the South side of a bounded pine tree on the West side of Nanny's Branch; thence North 64° East 24.75 feet, more or less, to the aforesaid Branch and on outlines of Lot No. 4 on Plat A, filed in Trust Estate of James E. Williams, No. 460 Equity; thence running and bounding on said Branch and on outlines of Lot No. 4, the reverse thereof, the following courses and distances, North 62-1/2° East 346.5 feet, North 12-3/4° West 198 feet, North 30° East 198 feet to a stone, being the end of the third line of the aforesaid Deed recorded in Liber G.W. 28, Folio 38; thence leaving said Branch and running with said third line reversely North 75° West 544.5 feet, more or less, to the place of beginning. Containing 5-1/2 acres of land, more or less.

4. That an absolute and indefeasible title in fee simple to the above described property, free and clear of all alienation and defense occurring prior to this Decree, as well as all encumbrances thereon, is hereby vested in the Complainant, A. Howell Linthicum.

5. That Complainant shall pay costs of these proceedings.

George Saekse

Judge

LIBER 165 PAGE 18

GEORGE C. BAST, JR.,	:	
ASSIGNEE OF MORTGAGE.	:	IN THE CIRCUIT COURT
vs.	:	OF ANNE ARUNDEL COUNTY.
DAVID A. SIMMS AND	:	
JACQUELINE J. SIMMS, HIS WIFE.	:	IN EQUITY

No. 17,257 Equity

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "PETITIONER'S EXHIBIT NO. 1".

George C. Bast, Jr.,
Assignee of Mortgage
6900 York Road,
Baltimore, Maryland 21212
377-6200

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BOOK 1748 PAGE 370 FINANCING STATEMENT 3213

No. 17,257 Equity

This Mortgage,

Made this 22nd day of April, in the year one thousand, nine hundred and sixty-four, between DAVID A. SIMMS and JACQUELINE J. SIMMS, his wife

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

LIBER 165 PAGE 19

WHEREAS, said Mortgagors , being member s of said body corporate, has received therefrom an advance of Ten Thousand Nine Hundred and Fifty ($10,950.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor s 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 Seventy dollars and fifty-six cents ($70.56) 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) towards the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of this mortgage.

154147

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

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

KNOWN AND DESIGNATED as Lots Numbered 1, 2, 3 and 4 in Section #30 of Sunset Beach with a total frontage of about 30 feet on Montrose Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 79 now in Plat Book 9 folio 22. The improvements thereon being known as 113 Montrose Avenue. Subject to restrictions in Liber J.H.H. 756 folio 71.

Being the same lots of ground which by deed of assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto granted and conveyed by Ann K. Rahll unto the within named Mortgagors.

PETITIONER'S EXHIBTI NO. 1.

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This mortgage shall also secure future advances to be made at the Mortgagee's option, as provided and in pursuance of Chapter 178 of the Laws of Maryland passed at the January session in the year 1955 and any supplement, amendments, or re-enactments thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all electric fixtures, all heating, gas and plumbing apparatus and fixtures, and oil burners, 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 benefits of renewal forever, subject to the payment of the annual rent of $.150.00..payable in equal installments half yearly on the....22nd....day of..April...and..October. in each and every year.

It is a special covenant of this mortgage, 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, 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 insurance on the premises covered hereby against loss by fire or other hazards as may be reasonably required by the Mortgagee in amounts 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 insurance, and taxes and assessments next due (as estimated by the Mortgagee).

Provided, however, if the said Mortgagors , 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 s , for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the mortgagor s , 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; and in the event of any loss the insurance company or companies are hereby directed by the Mortgagor s to make payment for such loss to the Mortgagee only, and not to the Mortgagor and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage, whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by the Mortgagor of said insurance money for the reconstruction of the improvements on the Mortgaged property; (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. Also it is further covenanted that the Mortgagee shall have a lien on the Mortgaged premises for life insurance premiums and/or health and accident insurance premiums advanced when such life insurance upon death or such health and accident benefits are applied to the mortgage debt, all of which expenses and premiums, the Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , 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 together with accrued interest shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured together with accrued interest shall become due and demandable after default in the payment of any monthly installment, as herein provided, or after default in the performance of any of the aforegoing covenants or conditions; however, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; (8) that in the event of prepayments on this mortgage the Mortgagee may charge payment of not more than six months' advance interest on that part of the aggregate amount of all prepayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Bradford Federal Savings and Loan Association.

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 consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided) under the provisions of Sections 6 to 15 inclusive, of Chapter 12, of the Laws of Maryland, enacted by the 1950 Session of the General Assembly of Maryland, or any supplement thereto, or under any other General or Local Laws of the State of Maryland relating to mortgages, or it shall be lawful for the said Mortgagee, its successors or assigns or for William I. Norris, Jr., its Attorney or Agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: Upon giving twenty (20) days notice of the time, place, manner and terms of sale, in some newspaper published in the City or County wherein the said mortgaged property is situated and such other notice as by said Mortgagee may be deemed expedient.

AND in the event of any sale under the powers hereby granted, the proceeds thereof shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Ten dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all Court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under decrees of a Court of Equity jurisdiction in the State of Maryland, and an Attorney's fee of fifty ($50.00) dollars, which said expenses, costs, commissions and Attorney's fee the said Mortgagor for himself, his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns or its Attorneys or Agents, shall not be required, to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, commissions and Attorney's fee, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The 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, including corporate entities.

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

WITNESS the hand s and seals of the said Mortgagor s.

WITNESS:

Ann K. Rabell

David A. Simms (Seal)
DAVID A. SIMMS

Jacqueline J. Simms (Seal)
JACQUELINE J. SIMMS

(Seal)

(Seal)

4

6

LIBER 165 PAGE 22

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 1748 PAGE 373

I HEREBY CERTIFY that on this 22nd day of April, 1964, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared DAVID A. SIMS and JACQUELINE J. SIMS, his wife - - -

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

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE
vs.
DAVID A. SIMMS AND
JACQUELINE J. SIMMS, HIS WIFE

IN THE
CIRCUIT COURT
OF
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY.

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

No. 17,257 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 Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate, and made oath in due form of law that he (~~she~~) knows the defendant herein, and that to the best of his (~~her~~) information, knowledge and belief

(1) said defendant is 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.

Herbert F. Norris
Affiant.
Herbert F. Norris

Subscribed and sworn to before me
this 7th day of June 1965

Ann K. Rahll
Notary Public
Ann K. Rahll

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 JUN 11 AM 10:50

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E-118—1 M—10-28-60.

LIBER 165 PAGE 24

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE

VS.

DAVID A. SIMMS AND
JACQUELINE J. SIMMS, HIS WIFE.

IN THE
Circuit Court for ~~Baltimore~~ ANNE ARUNDEL County

IN EQUITY.

No. 17,257 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association, a body corporate,

under the mortgage from David A. Simms and Jacqueline J. Simms, his wife,

to Bradford Federal Savings and Loan Association, a body corporate,

dated the 22nd day of April, 19, 64, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber L.N.P. No. 1748 Folio 370

Amount of Mortgage Loan	-	$ 10,950.00
Expenses Paid, Taxes, Ground Rent, Ins.	-	810.94
Interest to June 30, 1965	-	765.92
		$ 12,526.86
Less Total Amount Paid by Borrowers	-	1,647.96
Amount of Mortgage Claim	-	$ 10,878.90

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris
Herbert F. Norris, President.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 7th day of June in the year nineteen hundred and Sixty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said County~~ the City of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, A body corporate,

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

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll
Ann K. Rahll-Notary Public.

FILED
1965 JUN 11 AM 10: 50

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IM—11-7-56.

LIBER 165 PAGE 25 LIBER 13 PAGE 191 No. 17,257, Equity

Know All Men by These Presents:

That we, GEORGE C. BAST, JR., 6900 York Road, Baltimore, Maryland 21212, as Principal

and INSURANCE COMPANY OF NORTH AMERICA, as Surety of Philadelphia, Pennsylvania are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND FIVE HUNDRED AND 00/100 ($11,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 21st day of June in the year nineteen hundred and sixty-five.

WHEREAS, the above bounden GEORGE C. BAST, JR.

by virtue of the power contained in a mortgage from David A. Simms and Jacqueline J. Simms, his wife to Bradford Federal Savings and Loan Association

bearing date the 22nd day of April nineteen hundred and sixty-four and recorded among the Mortgage Records of ~~xxxxxxx~~ Anne Arundel County in Liber LMP No. 1748 Folio 370 and George C. Bast, Jr., Assignee of Mortgage

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 George C. Bast, Jr.

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

G. C. Bast [SEAL]
GEORGE C. BAST, JR.

Mary Virginia Hale INSURANCE COMPANY OF NORTH AMERICA [SEAL]

Colonus R. Bogdanowicz James S. Kreeger [SEAL]
James S. Kreeger, Attorney-in-Fact

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1965 JUN 23 AM 10:51

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

CERTIFICATE LIBER 165 PAGE 26

TO ACCOMPANY POWER OF ATTORNEY

Know all men by these presents, That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, has adopted a resolution by the Board of Directors of said Company on December 20, 1960, to wit:

"RESOLVED, that whereas the President or any Vice President or any Secretary or any 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, Resident Assistant Secretaries and Attorneys-in-Fact;

"NOW, THEREFORE, the signature of any such President, Vice President, Secretary or Assistant Secretary 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 signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature 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."

To implement said Resolution, this form has been prepared for attachment, when necessary, to Powers of Attorney.

The attachment of this certificate to Power of Attorney Forms SB1, SB2 and SB3 in Maryland shall certify to the authenticity of such forms.

IN WITNESS WHEREOF the said CHARLES J. HARE Vice President has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 30th day of June 1964.

(SEAL)

INSURANCE COMPANY OF NORTH AMERICA

by Charles J. Hare
Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA } ss.

On this 30th day of June A.D. 1964, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Philadelphia, duly commissioned and qualified, came CHARLES J. HARE, Vice President of INSURANCE COMPANY OF NORTH AMERICA, to me personally known to be the individual and officer described in and who executed the preceding instrument and he acknowledged the execution of the same, and, being by me duly sworn deposeth and saith that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation; and, that the resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City of Philadelphia the day and year first above written.

Mary Margaret Jone
Notary Public
My Commission expires July 15, 1966

SB-344 Printed in U.S.A.

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POWER OF ATTORNEY

LIBER 165 PAGE 27

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That the INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on June 9, 1953, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) "Such writings shall be signed by the President, a Vice President, an Assistant Vice President, a Resident Vice President or an Attorney-in-Fact.

(2) "Unless signed by an Attorney-in-Fact, such writings shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary or a Resident Assistant Secretary. When such writings are signed by an Attorney-in-Fact, he shall either affix an impression of the Company's seal or use some other generally accepted method of indicating use of a seal (as by writing the word "Seal" or the letters "L.S." after his signature).

(3) "Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact may be appointed by the President or any Vice President, with such limits on their authority to bind the Company as the appointing officer may see fit to impose.

(4) "Such Resident Officers and Attorneys-in-Fact shall have authority to act as aforesaid, whether or not the President, the Secretary, or both, be absent or incapacitated; and shall also have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) "Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary."

does hereby nominate, constitute and appoint CHARLES V. HEYL, KENNETH G. BENNETT, WILLIAM R. BISHOP, D. VAN NORMAN, JR., JOHN V. SNEDECOR, JR., JAMES S. KREEGER, JOSEPH M. MURRAY and DOLORES R. BOGDANOWICZ, all of the City of Baltimore, State of Maryland

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by any one of the said Charles V. Heyl, Kenneth G. Bennett, William R. Bishop, D. Van Norman, Jr., John V. Snedecor, Jr., James S. Kreeger, Joseph M. Murray or Dolores R. Bogdanowicz, Indididually

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been dully executed and acknowledged by the regularly elected officers of the Company at its office in Philadelphia, Commonwealth of Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, the said R. S. GILLESPIE, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 23rd day of December 19 64.

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by R. S. GILLESPIE
Vice-President

STATE OF PENNSYLVANIA }
COUNTY OF PHILADELPHIA } ss.

On this 23rd day of December, A. D. 19 64, before the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Philadelphia, duly commissioned and qualified, came R. S. GILLESPIE, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia, the day and year first above written.

MARY MARGARET JONES
Notary Public.

(SEAL)

My commission expires July 15, 1966

I, the undersigned, Assistant Secretary of **INSURANCE COMPANY OF NORTH AMERICA,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 21st day of June 19 65

(SEAL)

Marshall I. Huff
Assistant Secretary

SB-1 PRINTED IN U.S.A.

10

NORRIS AND BA
Bradford Federal B
6900 York Road
Baltimore, Maryland 21212

Assignee's Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

The improvements known as No. 113 Montrose Avenue, Sunset Beach, Pasadena, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a mortgage from David A. Simms and Jacqueline J. Simms, his wife, to Bradford Federal Savings and Loan Association, a body corporate, dated the 22nd day of April, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1748 follo 370 etc. (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the Premises,

ON THURSDAY, JULY 8, 1965 AT 3 O'CLOCK P.M.

All that Leasehold parcel of ground together with the improvements thereon, situate and lying in Anne Arundel County, and described as follows:

KNOWN AND DESIGNATED as Lots Numbered 1, 2, 3, and 4 in Section No. 30 of Sunset Beach with a total frontage of about 80 feet on Montrose Road as shown on the Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 79 now in Plat Book 9 folio 22.

SUBJECT to an annual Ground Rent of $150.00.

Subject to restrictions in Liber J.H.H. No. 756 folio 71.

IMPROVEMENTS consist of five room one and one-half story Frame Dwelling, under two years old.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser, at time and place of sale; balance of purchase money in cash upon Ratification of Sale by the Circuit Count of Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, ground rent, Sanitary Commission charges, and all other expenses, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by purchaser. Cost of State and Federal Stamps to be borne by purchaser.

George C. Bast, Jr.,
Assignee
E. T. Newell & Co., Inc.
Auctioneer
120-28 W. North Ave.
PL 2-3580

Jy-1

17,257

LIBER 165 PAGE 28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed

Assignee's Sale
No. 17,257 Equity
113 Montrose Ave
David A. Simms

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of July, 1965. The first insertion being made the 17th day of June, 1965.

FILED
1965 JUL 12 PM 1:51

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

E. T. Newell & Co., Inc. LIBER 165 PAGE 29

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 8TH 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 CALVIN S. SHILLING, 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, Calvin Frederick Shilling and Veronica Rose Shilling, his wife,) 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.

Calvin S. Shilling (SEAL)
AGENT

CALVIN FREDERICK SHILLING &
VERONICA ROSE SHILLING
(SEAL)
Purchaser

8479 FT. SMALLWOOD ROAD RIVIERA BEACH, MARYLAND
Address

WILLIAM M. WHITE NOTARY PUBLIC BALTIMORE

William M. White
Notary Public

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1965 JUL 14 AM 10: 12

12

PRESIDENT
JOHN M. MILLER, JR.

E. T. Newell & Co. Inc

REALTORS - AUCTIONEERS - APPRAISERS

OFFICE, AUCTION GALLERY AND SALESROOM

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

TELEPHONE
PLAZA 2-3580—2-3581

LIBER 165 PAGE 30

JULY 12, 1965

GEORGE C. BAST., JR., ASSIGNEE
6900 YORK ROAD
BALTIMORE 12, MARYLAND

A/C SALE OF PROPERTY - 113 MONTROSE AVENUE
ANNE ARUNDEL COUNTY, MD.

DEPOSIT		$1,000.00
FEE	$25.00	
ADVERTISING	82.64	107.64
BY CHECK		$ 892.36

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1965 JUL 14 AM 10: 12

★ 50 YEARS OF SERVICE ★

13

E-123—1 M—10-63.

REPORT OF SALE

GEORGE C. BAST, JR.,

ASSIGNEE OF MORTGAGE.

VS.

DAVID A. SIMMS AND

JACQUELINE J. SIMMS, HIS WIFE

LIBER 165 PAGE 31

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL ~~BALTIMORE~~ COUNTY:

The Report of Sale of George C. Bast, Jr., Assignee of Mortgage ~~Trustee~~ ~~appointed by the decree~~ in the above entitled cause to make sale of the leasehold property

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

a weekly newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Thursday the 8th day of July, 1965, at 3 o'clock, P.M., attend on the premises and then and there sold all that Leasehold property knowNas Lots numbered 1, 2, 3, and 4, Section #30, Sunset Beach with a total frontage of about 80 feet on Montrose Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 79 now in Plat Book 9 Folio 22; the improvements thereon being known as 113 Montrose Avenue; subject to an annual ground rent of $150.00; subject to restrictions in Liber J.H.H. 756 folio 71; unto Calvin Frederick Shilling and Veronica Rose Shilling, his wife, at and for the cash sum of $10,550.00; said sale having been made subject to the terms and conditions set forth in the advertisement of the sale and said purchasers having been then and there the highest bidder for said property.

George C. Bast, Jr. - Assignee ~~Trustee~~

State of Maryland, County of Baltimore, Sct.

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 County of Baltimore aforesaid, personally appeared George C. Bast, Jr., Assignee ~~Trustee~~ and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

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1965 JUL 14 AM 10: 12

Mary Virginia Hale - Notary Public

MARY VIRGINIA HALE NOTARY PUBLIC BALTO. CO., MD.

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ORDER NISI

LIBER 165 PAGE 32

GEORGE C. BAST, JR.,
Assignee of Mortgage

versus

DAVID A. SIMMS and
JACQUELINE J. SIMMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,257 Equity

Ordered, this 14th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sale was $ 10,550.00

Louis R. Phipps Clerk.

True Copy.

TEST: Clerk.

George C. Bast, Jr., Atty.
(Final Order)

FOR: Maryland Gazette (July 22nd Edition)

GEORGE C. BAST, JR.,
Assignee of Mortgage

versus

DAVID A. SIMMS and
JACQUELINE J. SIMMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 1965 that the sale made and reported by the 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. Mitchell Schilds
JUDGE.

FILED

1965 AUG 26 AM 10: 31

15

LIBER 165 PAGE 33

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,257 Equity

GEORGE C. BAST, JR., Assignee of Mortgage
versus
DAVID A. SIMMS and JACQUELINE J. SIMMS, his wife

Ordered, this 14th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee of Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sale was $10,550.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-12

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1965

We hereby certify, that the annexed

Order Nisi S. C.
Eq. 17,257
David A. Simms

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of August, 1965. The first insertion being made the 22nd day of July, 1965

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tippermann

FILED
1965 AUG 16 PM 4:52

16

No. M. G. 2959

In the Case of LIBER 165 PAGE 34

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

DAVID A. SIMMS and JACQUELINE J. SIMMS, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,257 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 NOV -9 PM 2:56

All of which is respectfully submitted.

November 9, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th 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. Wagoner, deputy

FILED

1965 NOV 26 AM 8:44

17

Dr. GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE vs. DAVID A. SIMMS and JACQUELINE J. SIMMS, his wife,

In Acct. with GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

					Cr.	
1965, July 8,						
Proceeds of Sale	10,550	00				
Interest on deferred payment of $9,550.00 from						
7/8/65 to 11/3/65 @ 6%	164	59	10,714	59		
Refund, sewer & water benefit, 7/8/65 to 12/31/65	30	56				
Refund, Fire Insurance premium, 7/8/65 to 4/22/66	27	00	57	56		
					10,772	15
To Assignee for fee, viz:	110	00				
To Assignee for commissions, viz:	351	44	461	44		
To Assignee for Court Costs, viz:						
Plaintiffs Solicitors appearance fee	10	00				
Clerk of Courts, Court costs	28	00				
L.N.Phipps Clerk - recording short assmt. of mtge.	1	00				
Auditor - stating this account	35	00	74	00		
To Assignee for expenses, viz:						
Capital-Gazette Press - Advertising sale	82	64				
Capital-Gazette Press - Order nisi, sale	15	00				
E.T.Newell & Co., auctioneer's fee	25	00				
Insurance Co. of North America - bond premium	46	00				
1965 County & State taxes, adj. 7/1/65 to7/8/65	5	28				
Water Rent - 1 month, 8 days (14.50)	6	07				
Ground Rent - 4/22/65 to 7/8/65 (150.00)	31	25				
Miscellaneous notary fees	2	00	213	24		
To Bradford Federal Savings and Loan Association,						
this balance on account of claim filed	10,023	47	10,023	47		
					10,772	15

Amount of Mortgage claim filed	10,878	90			
Interest on principal balance of $10,878.90 from					
6/30/65 to 11/25/65 - 148 days @ 6%	265	01			
	11,143	91			
Credit amount allowed above	10,023	47			
Balance subject to Decree in Personam	1,120	44			

E-116—1M—9-64.

PETITION FOR SALE OF PROPERTY

LIBER 165 PAGE 37

JOHN O. BRADSHAW

Plaintiff

Vs.

BUFORD C. LINEBERRY and AUDREY E. LINEBERRY, his wife

Defendants

Docket _____ Folio _____

Case No. 17,281 Equity

Filed _____

IN THE

CIRCUIT COURT

FOR

[redacted] IN EQUITY

ANNE ARUNDEL COUNTY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 6th day of May, 1965 A.D. the defendant s Executed and delivered to JOHN O. BRADSHAW a mortgage upon certain real property in [redacted] Anne Arundel County, therein described, to secure the payment of the mortgage debt of $1693.31 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, 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.

DOWNES, SEILAND & WHEATLEY

John O. Seiland

Attorneys for Plaintiff

202 West Pennsylvania Avenue
Towson, Maryland 21204
825-2907

FILED
1965 JUN 24 AM 9:46

THIS MORTGAGE, made this 6th. day of March, 1965, by and between BUFORD C. LINEBERRY and AUDREY E. LINEBERRY, his wife, Mortgagors of the County of Spotsylvania, in the State of Virginia, of the first part, and John O. Bradshaw, Mortgagee, of the second part:

WHEREAS, the said Mortgagors are bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Six Hundred Ninety Three Dollars and thirty-one cents ($1,693.31) receipt of which is hereby acknowledged by the mortgagors, and

WHEREAS, the said Mortgagors have agreed to repay the said sum so advanced in installments with interest thereon from November 17, 1964, at the rate of six per cent (6%) per annum on the unpaid balance in the following manner: by monthly payments of Fifty Dollars ($50.00) commencing on the 6th. day of April, 1965, and continuing on the 6th. day of each month thereafter until the whole of said principal sum and interest shall be paid in full, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in payment of the aforesaid principal sum, and interest.

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

Privilege is reserved by the said Mortgagors to repay the indebtedness hereby secured in whole or in part at anytime prior to default hereunder.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of One Dollars the said Mortgagors do grant and convey unto the said Mortgagee, his heirs and assigns, in fee-simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as follows, to-wit:

Being Lots Numbers Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) of Section D.D. of Beverley Beach, Anne Arundel County, Maryland, having a frontage on Spruce Avenue of fifty (50) feet and of one hundred eighty four (184) feet on Beverley Avenue. Lots 7 and 8 having a depth of 150 feet and Lots Nos. 9-10-11 being at a varying depth having a rear width of 157 feet as shown on the Plat of Beverley Beach, and recorded among the Land Records of Anne Arundel County, in Plat Book F.A.M. Number 5, Folio Number 33 (now Plat Book No. 11, Folio 15).

Being the same lots of ground which by deed dated February 24, 1965, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Pearl J. Marsteller, widow, to the said Buford C. Lineberry and Audrey E. Lineberry, his wife, Mortgagors herein.

Subject to the covenants, restrictions and agreements contained in a deed from Beverley Beach Development Company, Inc., to Elwood M. Wilson and Magdelyn U. Wilson dated June 26; 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 410, Folio 409.

FILED

1965 JUN 24 AM 9:46

RECORDATION TAX ACT OF 1947 $2.20 $2.20

RECORDATION TAX ACT OF 1947 $1.10 $1.10

CKS, COX & BAKER
ATTORNEYS AT LAW
FREDERICKSBURG, VA.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of John O. Bradshaw, in fee-simple, his heirs and assigns, forever.

PROVIDED, that if the said Buford C. Lineberry and Audrey E. Lineberry, his wife, the survivor of them, or the survivor's executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of One Thousand Six Hundred Ninety Three and 31/100 ($1,693.31) Dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

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

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

ICKS, COX & BAKER
ATTORNEYS AT LAW
REDERICKSBURG, VA.

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

Page 3

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two Thousand ($2,000.00) Dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, his executors, administrators or assigns, to the extent of his lien or claim hereunder.

Witness the hand and seals of Buford C. Lineberry and Audrey E. Lineberry, his wife, this 6th. day of March, 1965.

Test: Buford C. Lineberry SEAL
Buford C. Lineberry

Rose Y. McCarty Audrey E. Lineberry SEAL

State of Virginia,

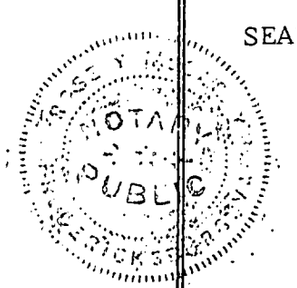
City of Fredericksburg, to-wit: BOOK 1842 PAGE 327

I hereby certify that on this 6th. day of March, 1965, before me, Rose Y. McCarty, a Notary Public in and for the City aforesaid, in the State of Virginia, personally appeared Buford C. Lineberry and Audrey E. Lineberry, 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 John O. Bradshaw 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.

Rose Y. McCarty
Notary Public.

My commission expires August 3,1968.

SEAL



Rec'd for record March 16, 1965 at 12:14 P. M.
Mailed to Hicks, Cox & Baker

KS, COX & BAKER
TTORNEYS AT LAW
EDERICKSBURG, VA.

PETITIONER'S EXHIBIT NO. 1

.JOHN.O..BRADSHAW.....

.....Plaintiff.....
Plaintiff

VS.

.BUFORD.C..LINEBERRY.and.....
AUDREY E. LINEBERRY, his wife
.....
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket No. ....., Folio .....

No. 17,281 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY (CITY), To Wit:

I HEREBY CERTIFY, that on the .23rd.... day of .June....., 19.65.., before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County (City) personally appeared ....JOHN.O..BRADSHAW.....
.....
and made oath, in due form of law, that .he. knows the Defendant(s) herein and that to the best of .his. information, knowledge and belief;

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

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

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

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

FILED
1965 JUN 24 AM 9:46

.....
Notary Public

E-118—1 M—7-64.

LIBER 165 PAGE 42

JOHN O. BRADSHAW

Plaintiff

VS.

BUFORD C. LINEBERRY and AUDREY E. LINEBERRY, his wife

Defendants

IN THE

ANNE ARUNDEL COUNTY

Circuit Court for ~~Baltimore County~~

IN EQUITY

No. 17,281 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of JOHN O. BRADSHAW

under the mortgage from BUFORD C. LINEBERRY and AUDREY E. LINEBERRY, his wife

to JOHN O. BRADSHAW

dated the 6th day of March, 1965, and recorded among the Land Records of ~~Baltimore County~~ Anne Arundel County in Liber LNR No. 1842 Folio 324

Original loan - 11/17/64	$1693.31	
Interest through 7/17/65	67.73	
	Total Due - - - -	$1761.04
Payments:		
4/22/65	$ 50.00	
		$ 50.00
	Balance Due	$1711.04

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of June in the year nineteen hundred and sixty five, before me, the subscriber JOHN O. SEILAND a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared JOHN O. BRADSHAW, the Plaintiff

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

JOHN O. SEILAND NOTARY PUBLIC BALTO. CO., MD.

Notary Public

FILED

1965 JUN 24 AM 9:46

E-117—1M—9-64.

Decree in Circuit Court for Baltimore County.

JOHN O. BRADSHAW

Plaintiff

Vs.

BUFORD C. LINEBERRY and AUDREY E. LINEBERRY, his wife

Defendants

DOCKET 23 FOLIO 85

CASE NO. 17,281 Equity

FILED

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

April TERM, 19 65

LIBER 165 PAGE 43

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 7th day of June in the year nineteen hundred and sixty five by the Circuit Court of ~~Baltimore County~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that JOHN O. SEILAND be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Two Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in ~~Baltimore County~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse

JUDGE

FILED

1965 JUN 24 PM 3:06

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3* LIBER 13 PAGE 214

LIBER 165 PAGE 44 BOND NO. 78 63 452 No. 17,281 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Seiland, 202 W. Pennsylvania Avenue, Towson, Md.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand and 00/100----------($2,000.)Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of July in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden John O. Seiland 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 John O. Bradshaw

vs:

Buford C. Lineberry & Audrey E. Lineberry h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden John O. Seiland

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:

Phyllis E. Orr

John O. Seiland (SEAL)

John O. Seiland

(SEAL)

~~WITNESS~~:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn J. Whitney
Dawn J. Whitney *As to Surety*

By
Clinton A. Killam, Jr. *Attorney-in-Fact*

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

FILED

1965 JUL 15 AM 9:39

Bond approved this 15th day of July, 1965

Louis N. Phipps, Clerk

No. 17,201 Eq.

LIBER 165 PAGE 45

DOWNES, SEILAND & WHEATLEY, Solicitors
202 West Pennsylvania Avenue
Towson, Maryland 21204

Trustee Sale

OF FEE SIMPLE LOTS IN BEVERLY BEACH

By virtue of a decree of the Circuit Court of Anne Arundel County (23-85), the undersigned, Trustee, will sell at public auction, on the premises, on

TUES., AUG. 10, 1965 AT 1 O'CLOCK P.M.

all those lots of ground situate in Anne Arundel County, Maryland and described as follows:

Being Lots Numbers Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) of Section D.D. of Beverley Beach, Anne Arundel County, Maryland, having a frontage on Spruce Avenue of fifty (50) feet and of one hundred eighty four (184) feet on Beverley Avenue. Lots 7 and 8 having a depth of one hundred fifty (150) feet and Lots Nos. 9-10-11 being at a varying depth having a rear width of one hundred fifty seven (157) feet as shown on the Plat of Beverley Beach, and recorded among the Land Records of Anne Arundel County, in Plat Book F.A.M. Number 5, Folio Number 33 (now Plat Book No. 11, Folio 15).

Terms of Sale: Cash. A deposit of Five Hundred ($500.00) Dollars at time of sale, balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, and all other public charges, including special paving tax, if any, to be adjusted to date of sale. Cost of all documentary stamps shall be born by the Purchaser. The above property will be sold subject to any and all covenants, agreements and restrictions of record, if any.

JOHN O. SEILAND,
Trustee

T. C. W. HOBBS,
Auctioneer

A-5

9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1965

We hereby certify, that the annexed Trustee's Sale Lots In Beverly Beach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of August, 1965. The first insertion being made the 15th day of July, 1965.

FILED
1965 AUG -9 PM 1:54

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgkinson

LIBER 165 PAGE 46

Fee-Sample lots in Beverly Beach A. A. Co. Md Being Lots # 7-8-9-10-11 Section D. D. of Beverly Beach Sold for John O. Seiland Trustee

T. C. W. HOBBS
AUCTIONEER & APPRAISER
3607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

Aug 10-1965
No. 17,281 Sq. Ft.

TO WHOM IT MAY CONCERN:

The undersigned Auctioneer does hereby make oath in due form of law that he has not paid and will not pay directly or indirectly any sum or part of commissions received, to anyone for employing or for aiding to employ him to make this sale.

Sold for $2100.00
Warrant of Executive Court of Anne Arundel Co. Md. (73-85) advertised in Maryland Gazette

(Signed) T. C. W. Hobbs
Auctioneer
Aug 10-1965

Sworn to and subscribed before me, a Notary Public for the City of Baltimore, State of Maryland, this 10th day of August, 1965.

FILED
1965 AUG 12 AM 8:44

JOHN O. SEILAND
NOTARY PUBLIC
BALTO. CO.

John O. Seiland
Notary Public

9 A

EXHIBIT "A"

Trustee's Sale of Fee-Simple Lots #7-8-9-10-11 of Section D.D. of Beverly Beach A.A. Co Md Recorded among the Land Records of Anne Arundel County Md in Plat Book F.A.M. #5 Folio #33 Now Plat Book #1. Folio #15

LIBER 165 PAGE 47

T. C. W. HOBBS
AUCTIONEER & APPRAISER
8607 FIELDSTONE ROAD
RANDALLSTOWN, MARYLAND

STATE OF MARYLAND, BALTIMORE COUNTY:

No. 17,281 Equity

I HEREBY CERTIFY, that on this 10th day of August, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared John O. Bradshaw, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said Lots #7-8-9-10-11 of Section D.D of Beverly Beach A.A. Co Md mentioned in the said Report of Sale.

Sold for John O. Seiland Trustee Circuit Court of Anne Arundel Co Md (23-85

John O. Bradshaw (SEAL) T. C. W. Hobbs
Purchaser Notary Public

My commission expires July 1-1969

Sold for $2,100.00

FILED
1965 AUG 12 AM 8:44

EXHIBIT "B"

E-123—1 M—10-62.

REPORT OF SALE

JOHN O. BRADSHAW

VS.

BUFORD C. LINEBERRY and
AUDREY E. LINEBERRY

—IN THE—

CIRCUIT COURT

—FOR—

No. 17,281 Equity

~~BALTIMORE COUNTY~~
ANNE ARUNDEL COUNTY
Docket 23 Folio 85

LIBER 165 PAGE 48

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ~~BALTIMORE COUNTY~~ ANNE ARUNDEL COUNTY

The Report of Sale of JOHN O. SEILAND Trustee appointed by the decree in the above entitled cause to make sale of the real property in the proceedings in said cause mentioned respectfully shows, that the after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper, published in ~~Baltimore County~~ Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday the 10th day of August, 19 65, at one o'clock, P.M., attend on the premises and then and there sold Lots 7, 8, 9, 10 and 11, Section DD of Beverley Beach, Anne Arundel County, Maryland to John O. Bradshaw for the sum of Two Thousand One Hundred ($2,100.00) Dollars.

Attached hereto marked exhibit "A" is affidavit from the auctioneer that he has not paid any part of his commissions to anyone and affidavit of purchaser marked exhibit "B" to be filed in these proceedings.

John O. Seiland

John O. Seiland, Trustee.

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 11th day of August, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JOHN O. SEILAND Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED
1965 AUG 12 AM 8:44

Phyllis E. Orr, J. P.
Phyllis E. Orr, Notary Public

ORDER NISI

LIBER 165 PAGE 49

JOHN O. BRADSHAW

versus

BUFORD C. LINEBERRY AND
AUDREY E. LINEBERRY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,281 Equity

Ordered, this 12th day of August, 19 65, That the sale of the property in these proceedings mentioned made and reported by John O. Seiland, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of September next.

The report states that the amount of sale was $ 2,100.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

John O. Seiland, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Aug. 19th Edition

JOHN O. BRADSHAW

versus

BUFORD C. LINEBERRY AND
AUDREY E. LINEBERRY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of Sept, 19 65 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

JUDGE.

FILED
1965 SEP 22 AM 10: 23

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,281 EQUITY

JOHN O. BRADSHAW
versus
BUFORD C. LINEBERRY and
AUDREY E. LINEBERRY

Ordered, this 12th day of August, 1965, The the sale of the property in these proceedings mentioned made and reported by John O. Seiland, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of September next.

The report states that the amount of sale was $2,100.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-9

FILED

No. M. G. 3071

13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 50

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,281
Buford C. Lineberry

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, 1965. The first insertion being made the 19th day of August, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 51

In the Case of

JOHN O. BRADSHAW

VS.

BUFORD C. LINEBERRY AND
AUDREY E. LINEBERRY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,281 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 -4 AM 11:18
FILED

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: , deputy

FILED
1965 OCT 20 AM 9:11

Dr. Mortgaged Real Estate of Buford C. Lineberry and

Audrey E. Lineberry, his wife

In Acct. with John O. Seiland, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			2,100	00		
By	Interest 6% on deferred payment						
	$1,600.00 from 8/12/65 to 9/27/65			12	00		
						2,112	00
To	Trustee for fee, viz	100	00				
To	Trustee for commission, viz	96	00				
				196	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Trustee for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	79	76				
	Sunpapers, advertising - sale	12	95				
	Fidelity & Deposit co. of Maryland - bond	10	00				
	T. C. W. Hobbs, auctioneer's fee	83	00				
	Adjustment, taxes from 7/1/65 to 8/12/65	6	84		)		
				192	55		
To	John O. Bradshaw, Mortgagor, on account						
	of mortgage claim	1,650	45				
				1,650	45		
						2,112	00
	Balance due on mortgage as per mortgage						
	claim filed	1,711	04				
	Interest 6% thereon from 7/18/65 to						
	10/15/65	2	36				
		1,713	40				
	Credit amount allowed above	1,650	00				
	This amount subject to decree in personam	62	95				

LIBER 165 PAGE 53

GEORGE C. BAST, JR.,	:	
ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY.
ORVILLE L. TIGER AND	:	
JULIA B. TIGER, HIS WIFE.	:	IN EQUITY

No. 17,293 Eq.

MR. CLERK:

Please docket the above entitled case and file the attached Mortgage as "PETITIONER'S EXHIBIT NO. 1".

George C. Bast, Jr.,
Assignee of Mortgage
6900 York Road
Baltimore, Maryland 21212
377-6200

FILED

1965 JUN 29 AM 9:09

LIBER 165 PAGE 54

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

406

No. 17,293

MORTGAGE

BOOK 1674 PAGE 431

THIS MORTGAGE, Made this 17th day of July, A. D. 1963, by and between

ORVILLE L. TIGER and JULIA B. TIGER, his wife -

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION -

a corporation organized and existing under the laws of the ~~State of~~ United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for borrowed money in the principal sum of Eleven thousand six hundred fifty - - - - - - - - - - - - - Dollars ($11,650.00- - - - -), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Five and one-quarter per centum (5¼ %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Bradford Federal Savings and Loan Association - - - - - - - - - - - - -, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Seventy-eight dollars and fifty-two cents - - - - Dollars ($ 78.52- - - - -), commencing on the first day of August, 1963, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1983. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

KNOWN AND DESIGNATED as Lot No. 18, Block B, as shown on the Plat of Stonewood, dated August 27, 1959 and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 31 folio 4. The improvements thereon being known as No. 1208 Oakwood Road.

Subject to agreement in Liber G.T.C. No. 1295 folio 332.

Subject to poles agreement in Liber G.T.C. No. 1356 folio 141.

Subject to restrictions in Liber G.T.C. No. 1420 folio 113.

Subject to all remarks appearing on Plat of "Stonewood".

Subject to 25 foot minimum building restriction line.

Subject to 5 foot easement area shown on plat.

Being the same lot of ground which by deed of assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by The Dixon Holding Company unto the within named mortgagors.

PETITIONER'S EXHIBIT NO. 1.

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

FILED

1965 JUN 29 AM 9:09

3

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, hereby assigns the within Mortgage unto GEORGE C. BAST, JR. for the purpose of foreclosure, this 23rd day of June, 1965.

Witness the corporate seal of said body corporate and the signature of its President.

WITNESS: 214804

Ann K. Rahll

Ann K. Rahll

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris

Herbert F. Norris, President

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $150.00 payable in equal installments half yearly on the 17th day of January and July in each and every year.

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

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

7. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 30 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 30-day time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

Witness:

ORVILLE L. TIGER [SEAL]

JULIA B. TIGER [SEAL]

STATE OF MARYLAND, Anne Arundel County to wit: BOOK 1674 PAGE 435

I HEREBY CERTIFY, That on this the 17th day of July, 19 63, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared ORVILLE L. TIGER and JULIA B. TIGER, his wife - - - - - - - - - - - - known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

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

My commission expires:

Notary Public.

~~My commission expires~~ STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 17th day of July, 1963, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared HERBERT F. NORRIS, 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: May 3, 1965.

Notary Public

NOTARY PUBLIC Baltimore County Md.

Rec'd for record July 17 1963 at 11:04 A.M.

Mailed to Norris, Best & Strouse

159 N. Luzerne Ave., Balto. 24

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

STATE OF MARYLAND

Loan No.

MORTGAGE

FROM: ORVILLE L. TIGER and JULIA B. TIGER, his wife

TO

BRADFORD FEDERAL SAVINGS & LOAN ASSN

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

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1963 JUL 18 AM 11:04 & RECORDED IN LIBER LNP NO 1674 FOLIO 431 PHIPPS, CLERK

Insured under Section of the National Housing Act and the Regulations of the Federal Housing Commissioner thereunder

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U.S. GOVERNMENT PRINTING OFFICE

GEORGE C. BAST, JR.
ASSIGNEE OF MORTGAGE
Plaintiff

VS.

ORVILLE L. TIGER AND
JULIA B. TIGER, HIS WIFE
Defendant

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL
~~BALTIMORE~~ COUNTY

Docket No. 23, Folio 93
No. 17,293 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY (~~CITY~~), To Wit:

I HEREBY CERTIFY, that on the 23rd day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~County~~ (City) personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate, and made oath, in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

ANN K. RAHLL
NOTARY PUBLIC
BALTIMORE, MD.

Ann K. Rahll
Ann K. Rahll - Notary Public

Herbert F. Norris
Herbert F. Norris, Affiant

FILED
1965 JUN 29 AM 9:09

E-113—1 M—7-64.

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE

VS.

ORVILLE L. TIGER AND
JULIA B. TIGER, HIS WIFE.

LIBER 165 PAGE 59
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY
No. 17,293 Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Bradford Federal Savings and Loan Association, a body corporate,

under the mortgage from Orville L. Tiger and Julia B. Tiger, his wife,

to Bradford Federal Savings and Loan Association, a body corporate,

dated the 17th day of July, 19 63, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber L.N.P. No. 1674 Folio 431

Amount of Mortgage Loan	-	$11,650.00
Interest to June 30th, 1965	-	144.97
		$11,794.97
Less Total Amount paid on principal	-	574.53
		$11,220.44
Less: Credit in House Expense Acct-$144.53		
Credit in Mortgage Ins. Acct. 41.99		186.52
Amount of Mortgage Claim	-	$11,033.92

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris
Herbert F. Norris, President

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 23rd day of June in the year nineteen hundred and Sixty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said County~~ City of of Baltimore, personally appeared Herbert F. Norris, President of Bradford Federal Savings and Loan Association, a body corporate,

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

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

Ann K. Rahll
Ann K. Rahll-Notary Public.

FILED
1965 JUN 29 AM 9:09

7

M—11-7-56.

LIBER 165 PAGE 60

No. 17,293 Equity

Know All Men by These Presents:

LIBER 13 PAGE 225

That we, GEORGE C. BAST, JR., 6900 York Road, Baltimore, Maryland 21212, as Principal

and INSURANCE COMPANY OF NORTH AMERICA of Philadelphia, Pennsylvania, 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 and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 19th day of July in the year nineteen hundred and sixty-five.

WHEREAS, the above bounden GEORGE C. BAST, JR.

by virtue of the power contained in a mortgage from Orville L. Tiger and Julia B. Tiger, His wife to Bradford Federal Savings and Loan Association

bearing date the 17th day of July nineteen hundred and sixty-three and recorded among the Mortgage Records of ~~Baltimore~~ Anne Arundel County in Liber LMP No. 1674 Folio 431 and GEORGE C. BAST, JR., Assignee of Mortgage

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 GEORGE C. BAST, JR.

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Florence E. Boyce

George C. Bast, Jr. [SEAL]

[SEAL]

INSURANCE COMPANY OF NORTH AMERICA [SEAL]

BY: Dolores R. Bogdanowicz

Dolores R. Bogdanowicz, Attorney-in-Fact

FILED

1965 JUL 22 AM 11:33

Bond approved this 22nd day of July, 1965

Louis N. Phippen Clerk

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201 LIBER 165 PAGE 61

No. 17,293 Equity

STATE OF MARYLAND/~~CITY~~ COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th 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 O. Paul Shaffer, Vice-President of the, 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~~ it has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION (~~SEAL~~)

BY: O. Paul Shaffer (~~SEAL~~)

O. PAUL SHAFFER - VICE-PRESIDENT

6900 York Road, Baltimore, Maryland 21212
Address

William M. White
Notary Public

FILED

1965 JUL 30 AM 9:57

E-123—1 M—10-63.

REPORT OF SALE

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

ORVILLE L. TIGER and

JULIA B. TIGER, his wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

No. 17,293 Equity

ANNE ARUNDEL

LIBER 165 PAGE 62

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

The Report of Sale of George C. Bast, Jr., Assignee ~~Trustee~~ ~~appointed by the decree~~ in the above entitled cause to make sale of the leasehold property

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

a weekly newspaper, published in Anne Arundel ~~Baltimore~~ County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Thursday the 29th day of July, 1965, at 2:00 o'clock, P. M., attend on the premises and then and there sold all that leasehold property Known and designated as Lot No. 18, Block B, as shown on the Plat of Stonewood, dated August 27, 1959 and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 31 folio 4; the improvements thereon being known as 1208 Oakwood Road; subject to an annual ground rent of $150.00; Subject to agreement, restrictions, and easements as set forth in the advertisement of the sale; unto Bradford Federal Savings and Loan Association, a body corporate, at and for the cash sum of $8,000.00; said sale having been made subject to the terms and conditions set forth in the advertisement of the sale and said purchaser being then and there the highest bidder for said property.

George C. Bast, Jr., Assignee ~~Trustee~~

State of Maryland, County of Baltimore, Sct.

I Hereby Certify, that on this 29th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared George C. Bast, Jr. ~~Trustee~~ Assignee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

FILED Mary Virginia Hale

1965 JUL 30 AM 11:44

FILED

1965 JUL 30 AM 9:57

NORRIS AND BAST, Solicitors
Bradford Federal Building
6900 York Road
Baltimore, Maryland 21212

Assignee's Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

The improvements known as 1208 Oakwood Road, Glen Burnie, Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from Orville L. Tiger and Julia B. Tiger, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 17th day of July, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1674 folio 431 (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

ON THURSDAY, JULY 29, 1965 AT 2 O'CLOCK P.M.

All that leasehold parcel of ground together with the improvements thereon, situate and lying in Anne Arundel County, and described as follows:

KNOWN AND DESIGNATED as Lot No. 18, Block B, as shown on the Plat of Stonewood, dated August 27, 1959 and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 31 folio 4.

Subject to agreement in Liber GTC No. 1295 folio 332.

Subject to poles agreement in Liber GTC No. 1356 folio 141.

Subject to restrictions in Liber GTC No. 1420 folio 113.

Subject to all remarks appearing on Plat of "Stonewood".

Subject to 25 foot minimum building restriction line.

Subject to 5 foot easement area shown on plat.

Subject to an annual ground rent of $150.00.

The improvements consist of a one story frame dwelling with brick trim and full basement.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, ground rent and all other expenses, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of State and Federal stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee
E. T. NEWELL & CO., INC.
Auctioneer

Jy-29

ORDER NISI

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

versus

ORVILLE L. TIGER AND JULIA B. TIGER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,293 Equity

Ordered, this 30th day of July, 19 65, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of September next.

The report states that the amount of sale was $ 8,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George C. Bast, Jr., Atty. FOR: MARYLAND GAZETTE Aug. 5th Edition
(Final Order)

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

versus

ORVILLE L. TIGER AND JULIA B. TIGER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th 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. Mitchell Shilds
JUDGE.

FILED
1965 SEP -8 AM 10: 08

NORRIS AND BAST, Solicitors
Bradford Feder( )uilding
6900 York Road
Baltimore, Maryland 21212

Assignee's Sale

OF DESIRABLE LEASEHOLD DWELLING PROPERTY

The improvements known as 1208 Oakwood Road, Glen Burnie, Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from Orville L. Tiger and Julia B. Tiger, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 17th day of July, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1674 folio 431 (default having occurred thereunder), and being duly assigned to George C. Bast, Jr., the undersigned Assignee will sell at Public Auction on the premises,

ON THURSDAY, JULY 29, 1965 AT 2 O'CLOCK P.M.

All that leasehold parcel of ground together with the improvements thereon, situate and lying in Anne Arundel County, and described as follows:

KNOWN AND DESIGNATED as Lot No. 18, Block B, as shown on the Plat of Stonewood, dated August 27, 1959 and duly recorded among the Land Records of Anne Arundel County in Plat Book No. 31 folio 4.

Subject to agreement in Liber GTC No. 1295 folio 332.

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Subject to restrictions in Liber GTC No. 1420 folio 113.

Subject to all remarks appearing on Plat of "Stonewood".

Subject to 25 foot minimum building restriction line.

Subject to 5 foot easement area shown on plat.

Subject to an annual ground rent of $150.00.

The improvements consist of a one story frame dwelling with brick trim and full basement.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from day of sale to day of settlement. Taxes, ground rent and all other expenses, if any, to be adjusted to day of sale. Any property transfer tax imposed by Anne Arundel County to be borne by the purchaser. Cost of State and Federal stamps to be borne by purchaser.

GEORGE C. BAST, JR.
Assignee
E. T. NEWELL & CO., INC.
Auctioneer

Jy-29

17293

LIBER 165 PAGE 65

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 2, 1965

We hereby certify, that the annexed

Assignee's Sale

Orville L. Tiger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of July, 1965. The first insertion being made the 8th day of July, 1965.

FILED
1965 AUG -2 PM 4:26

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hughson

Order Nisi

IN THE
CIRCUIT COURT
FOR

ANNE ARUNDEL COUNTY
NO. 17,293 EQUITY

George C. Bast, Jr., Assignee of Mortgage

versus

ORVILLE L. TIGER and JULIA B. TIGER, his wife

Ordered, this 30th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by George C. Bast, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of September next.

The report states that the amount of sale was $8,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

A-26

FILED

1965 AUG 30 PM 1:42

13 No. M.C. 3007

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 66

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 28, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,293

Orville L. Tiger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of September, 1965. The first insertion being made the 5th day of August, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 67

In the Case of

GEORGE C. BAST, JR., Assignee of Mortgage

VS.

ORVILLE L. TIGER and JULIA B. TIGER, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,293 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 -4 PM 3:21

FILED

All of which is respectfully submitted.

October 4, 1965

John H. Hopkins, IV, 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: Courtenay B. Tollerick, deputy

FILED

1965 OCT 20 AM 9:10

Dr. GOERGE C. BAST, JR. Assignee of Mortgage vs. ORVILLE L. TIGER and JULIA B. TIGER, his wife,

In Acct. with GEORGE C. BAST, JR., Assignee

					Cr.	
1965, July 29,						
Proceeds of Sale	8,000	00				
Interest on deferred payment of $7,250.00 from						
7/29/65 to 9/21/65 @ 6%	65	29	8,065	29		
					8,065	29
To Assignee for fee, viz:	116	00				
To Assignee for Commissions, viz:	271	95	387	95		
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 - advertising sale	87	52				
Capital-Gazette Press - Order nisi, sale	15	00				
The Sunpapers - advertising sale	17	70				
E.T.Newell & Co., Inc. , auctioneer's fee	35	00				
Insurance Co. of North America - bond premium	48	00				
L.N.Phipps, Clerk - recording assmt. of mortgage	1	00				
1965 County taxes, 7/1/65 to 7/29/65	18	20				
Water & Sewer Benefit - adj. to 7/29/65	17	50				
Ground Rent 1/17/65 to 7/29/65 (150.00)	80	04				
Miscellaneous notary fees	2	00	321	96		
To Bradford Federal Savings & Loan Association,						
this balance on account of claim filed	7,282	38	7,282	38		
					8,065	29

Amount of Mortgage claim filed	11,033	92
Interest on principal balance of $11,033.92 from 7/1/65 to 10/20/65 - 111 days @ $5\frac{1}{4}$%	176	10
	11,210	02
Credit amount allowed above	7,282	38
Balance subject to Decree in Personam	3,927	64

EUGENE J. SILVERMAN, Assignee
215 N. Calvert Street
Baltimore, Maryland 21202

vs.

JAMES JOSEPH HOGARTY and
GLORIA R. HOGARTY, his wife
115 Allen Road
Glen Burnie, Maryland

* IN THE
CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* No. 17,325 Equity

* * * * * * * * * *

PETITION TO DOCKET SUIT

Mr. Clerk:

Please docket the within suit and file the Mortgage as an Exhibit.

Eugene J. Silverman, Assignee

FILED
1965 JUL 14 AM 10: 07

No. 17,325 Equity

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

MARYLAND

LIBER 165 PAGE 71

LIBER 1048 PAGE 230

MORTGAGE

THIS MORTGAGE, made this 23rd day of JULY, , A. D. 19 56, by and between JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife,

of Ann Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and MERCHANTS MORTGAGE COMPANY ,

a corporation organized and existing under the laws of the State of Delaware, 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 & - 00/100 Dollars ($ 11,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4-1/2 %) per annum until paid, principal and interest being payable at the office of MERCHANTS MORTGAGE COMPANY , in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FIFTY-FIVE & - - - - - - - - - - - - - - - - - - - 77/100 Dollars ($ 55.77), commencing on the first day of SEPTEMBER , 19 56 , and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JULY , 19 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 Ann Arundel County , in the State of Maryland, to wit:

ALL that lot of ground Known as Lot No. 52 on Plat of Capital Hill Homes, Inc., dated May 10, 1955, and recorded among the Plat Records of Ann Arundel County in Plat Book J.H.H. No. 26, folio 7.

The improvements thereon being known as No. 115 Allen Road.

BEING the same lot of ground which by assignment of even date herewith and recorded or intended to be recorded among the Land Records of Ann Arundel County immediately prior hereto, was granted and conveyed by Capital Hill Homes, Inc., to James Joseph Hogarty and Gloria R. Hogarty, his wife.

FILED
1965 JUL 14 AM 10:08

JUL-14-65 PAID 5 2 3 5 CLK.CT.A.A.C. ACKASL 2.00

For value received the Savings Institution of Sandy Spring hereby assigns the within mortgage unto Eugene J. Silverman, Attorney, for purposes of foreclosure.

Witness the corporate seal of Savings Institution of Sandy Spring, and the signature of the president of said corporation, the same attested by the secretary thereof.

TEST:

Francis Snowden, Secretary

Francis Miller, President

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

16—49890-6

2

3

Transcr. Equity No. 17,325

SHORT ASSIGNMENT

OF MORTGAGE

No. 17,325 Equity

FROM

SAVINGS INSTITUTION OF SANDY SPRING
Sandy Spring, Md.

TO

EUGENE J. SILVERMAN, Assignee

BLOCK & RECORD
No. 1746
LOUIS
1965 JUL
Received for Record
o'clock M. Same day
Recorded in Liber M. L. P. No.
Folio etc., one of the
Records of Baltimore City, and examined.
Per
Clerk.

5M—10-56 HOFFBERGER and HOLLANDER
ATTORNEYS-AT-LAW
215 N. CALVERT STREET
BALTIMORE-2, MARYLAND

LIBER 1048 PAGE 231

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of One Hundred & Eight Dollars ($108.00), payable in equal semi-annual installments on the nineteenth days of February and August in each and every year.

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

16—49890-3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 120 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Le Roy E. Hoffberger, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty & 00/100 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:

Beulah T. Saltz
(Beulah T. Saltz)

James Joseph Hogarty
(James Joseph Hogarty) [SEAL]

Gloria R. Hogarty
(Gloria R. Hogarty) [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 1048 PAGE 234

I HEREBY CERTIFY, That on this 23rd day of JULY, 19 56, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared C. EDGAR SMITH, JR., President of, ~~the~~ ~~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.

Beulah T. Saltz
(Beulah T. Saltz) Notary Public.
My commission expires May 6, 1959.

Rec'd for record July 25 1956, at 2.23 P.M.
Mailed to: Samuel H. Hoffberger

For Value Received and without recourse MERCHANTS MORTGAGE COMPANY hereby assigns the within mortgage and the debt secured thereby unto SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md. As witness the signature of its Vice President and the seal of said body corporate this thirteenth day of February 1958.

TEST: D. R. S.
By Geo L Saur - Secretary

MERCHANTS MORTGAGE COMPANY
By George L Schnader Sr-Vice President

SHORT ASSIGNMENT
OF MORTGAGE
FROM
MERCHANTS MORTGAGE COMPANY
TO
SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md.
Recorded for Record this 14 day of FEB 1958 & Recorded in Liber No. 1048 Folio 233 Same day
Recorded for Record this 19 day of M. Same day
Liber No.
Folio etc. one of the
Name Arnold
Records of Baltimore County and examined
Clerk
For

74

STATEMENT OF MORTGAGE CLAIM

EUGENE J. SILVERMAN, Assignee,

vs.

JAMES JOSEPH HOGARTY and
GLORIA R. HOGARTY, his wife

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

LIBER 165 PAGE 75

STATEMENT OF MORTGAGE DEBT

No. 115 Allen Road, (Lot 52 Plat of Capital Hill Homes, Inc., rec. JHH 26, folio 7
Glen Burnie, Maryland

Unpaid Principal Balance		$9,509.62
Interest due February, 1964 - July 1965 - 18 mos @ $35.74 per mo.		643.32
Money advanced for:		
Taxes	$424.68	
Insurance	33.17	
Ground rent	108.00	565.85
TOTAL AMOUNT DUE		$10,718.79

SAVINGS INSTITUTION OF SANDY SPRING,
Sandy Spring, Md.

By Francis Miller
Francis Miller

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ MONTGOMERY COUNTY, Sct.

I HEREBY CERTIFY, That on this 12th day of July, in the year nineteen hundred and sixty-five, before me, a a Notary Public of the State of Maryland, in and for said ~~City of Baltimore~~ County, personally appeared FRANCIS MILLER President of SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1965 JUL 14 AM 10: 08

As witness my hand and Notarial Seal,

Jennie H. Boyd
Notary Public

Commission expires 7/1/67

Jennie H. Boyd

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

LIBER 165 PAGE 76

EUGENE J. SILVERMAN, Assignee, *vs.* JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife,	IN THE **CIRCUIT COURT** FOR ~~OF~~ ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY No. 17,325 Equity Docket ..... Folio .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Montgomery County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in ~~City~~ Montgomery County, and for said ~~City~~, personally appeared FRANCIS MILLER, President of SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md.,

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

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

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

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

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

Francis Miller *Affiant.*
President of SAVINGS INSTITUTION OF SANDY SPRING, Sandy Spring, Md.

Subscribed and sworn to before me this 12th day of July 1965

Jennie H. Boyd
Notary Public Jennie H. Boyd
My commission expires July 1, 1967

FILED
1965 JUL 14 AM 10: 07

Fidelity and Deposit Company

LIBER 165 PAGE 77 HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 13 PAGE 235

BOND No. 79 24 245

No. 17,325 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene J. Silverman
215 N. Calvert Street

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 Eleven Thousand and 00/100 ($11,000.) 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 5th day of August in the year of our Lord sixty-five

Whereas, the above bounden Eugene J. Silverman

by virtue of the power contained in a mortgage from James Joseph Hogarty and Gloria R. Hogarty, h/w

to Savings Institution of Sandy Spring, Maryland

bearing date the ..... day of ..... and recorded among the mortgage records of Anne Arundel County in Liber 23 No. 11,325 Folio 110 and Eugene J. Silverman

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 Eugene J. Silverman

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 Eugene J. Silverman

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:~~

Margaret J. Brennan (Margaret J. Brennan)

Eugene J. Silverman (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Regina Tyler
Regina Tyler *As to Surety*

By Karl L. Johnston
Karl L. Johnston, *Attorney-in-Fact*

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

Bond approved this 9th day of August, 1965

Louis N. Phipps, Clerk

FILED
1965 AUG -9 AM 9:32

EUGENE J. SILV MAN
Solicitor
215 N. Calvert Street
Baltimore, Maryland 21202

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

115 ALLEN ROAD,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife, to MERCHANTS MORTGAGE COMPANY, dated July 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, Folio 230, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD. on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber No. 1048, Folio 234 (default having occurred thereunder) the undersigned Assignee will sell at public auction on

TUESDAY, AUGUST 17, 1965, AT 2 P.M.

all that leasehold lot of ground and improvements thereon known as Lot 52 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book J.H.H. No. 26, folio 7. The improvements known as No. 115 Allen Road.

Subject to the payment of an annual ground rent of $108.00 isuing out of said lot, and to any restrictive covenants and public utility agreements affecting said property.

9 No. The improvements consisting of a split-level frame dwelling trimmed with brick veneer, containing five rooms and one bath with modern facilities.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN,
Assignee of Savings Institution of Sandy Spring, Md.
ALEX COOPER AUCTS., INC.
212 N. Calvert St.
PLaza 2-4868

A-12

17325

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 78

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1965

We hereby certify, that the annexed Assignee's Sale James Joseph Hogarty

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 August, 1965. The first insertion being made the 22nd day of July, 1965.

FILED
1965 AUG 16 PM 1:52

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilson

"EXHIBIT B"

EUGENE J. SILVERMAN, Assignee

VS.

JAMES JOSEPH HOGARTY and

GLORIA R. HOGARTY, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 17th day of August 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 11,400 00/100 to SAVINGS INSTITUTE OF SANDY SPRING, MD. he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper

Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 17th day of August 1965, purchased the property described in the attached advertisement of sale from Eugene J. Silverman, Assignee of Savings Institution of Sandy Spring, Md., at and for the sum of $ 11,400 00/100 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

By [illegible]

President

Purchaser

EUGENE J. SILVERMAN
Solicitor
215 N. Calvert Street
Baltimore, Maryland 21202

Assignee's Sale

OF VALUABLE LEASEHOLD PROPERTY

115 ALLEN ROAD,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife, to MERCHANTS MORTGAGE COMPANY, dated July 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1048, Folio 230, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MD. on the 13th day of February, 1958, and recorded among the Land Records of Anne Arundel County in Liber No. 1048, Folio 234 (default having occurred thereunder) the undersigned Assignee will sell at public auction on

TUESDAY, AUGUST 17, 1965 AT 2 P.M.

all that leasehold lot of ground and improvements thereon known as Lot 52 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book J.H.H. No. 26, folio 7. The improvements known as No. 115 Allen Road.

Subject to the payment of an annual ground rent of $108.00 isuing out of said lot, and to any restrictive covenants and public utility agreements affecting said property.

The improvements consisting of a split-level frame dwelling trimmed with brick veneer, containing five rooms and one bath with modern facilities.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser; balance of purchase price upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from the date of sale to date of settlement. Taxes, ground rent and all other expenses, including A. A. County Sanitary Commission charges, if any, and all other assessments and public charges, to be adjusted to date of sale.

EUGENE J. SILVERMAN,
Assignee of Savings Institution of Sandy Spring, Md.
ALEX COOPER AUCTS., INC.
212 N. Calvert St.
PLaza 2-4868

A-12

LIBER 165 PAGE 79

FILED
1965 AUG 23 AM 10: 35

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"EXHIBIT C

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Montgomery County Sct:

LIBER 165 PAGE 80

I HEREBY CERTIFY, that on this 19th day of AUGUST, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~, ~~Baltimore~~ Montgomery County, personally appeared FRANCIS MILLER, President of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, purchaser at the foreclosure sale in this cause, and made oath in due form of law that ~~he is~~ said SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal~~ is _____, and that ~~he~~ it has not directly or indirectly discouraged anyone from bidding for the said property known as 115 Allen Road, mentioned in the said Report of Sale.

SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

By Francis Miller ~~(SEAL)~~ Janie H. Boyd
Purchaser President Notary Public

FILED 1965 AUG 23 AM 10: 35

Janie H. Boyd, Notary Public
My Commission Expires July 1, 1967

_____
Purchaser

"EXHIBIT D"

LIBER 165 PAGE 81

EUGENE J. SILVERMAN, Assignee

vs.

JAMES JOSEPH HOGARTY and

GLORIA R. HOGARTY, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE~~

ANNE ARUNDEL COUNTY

Docket 23 Folio 110 Case 11,325

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: Joseph A. Cooper

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by Joseph A Cooper this 17th Day of Aug, 1965

Alexander Cooper
Notary Public

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 AUG 23 AM 10:35

11

EUGENE J. SILVERMAN, Assignee of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

VS.

JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Docket 23 Fol. 110 Case 17,325

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of sale of EUGENE J. SILVERMAN, Assignee of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, under a certain mortgage dated July 23, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1048, Folio 230, from JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife, to MERCHANTS MORTGAGE COMPANY, and subsequently assigned to SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, on the 13th day of February, 1958, said assignment being recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1048, Folio 234, respectfully states:

That default having occurred in the payment of the principal and interest secured by the aforesaid mortgage filed in this cause, and in the other terms and conditions thereof, your Assignee, acting under the power and authority conferred upon him by the Mortgagee pursuant to said mortgage, and having complied with all of the requirements of law, after giving notice of at least twenty (20) days of the time, place and manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, and having general circulation therein, and after giving his approved bond for the faithful performance of his trust, did, pursuant to said notice of sale, on the premises on Tuesday, August 17, 1965, at two o'clock p.m., proceed to sell the leasehold property mentioned in these proceedings, to wit: Lot No. 52 as shown on the Plat of Capital Hill Homes, Inc., recorded among the Plat Records of Anne Arundel County in Plat Book J.H.H. No. 26, folio 7; the improvements known as No. 115 Allen Road, Glen Burnie, Maryland, at and for the sum of Eleven Thousand Four Hundred Dollars ($11,400.00), to SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, it being then and there the highest bidder therefor.

FILED
1965 AUG 23 AM 10: 35

A Memorandum of Sale and Certificate of Publication is filed herewith and marked "Exhibit B"; an Affidavit from the purchaser that it was the bona fide purchaser and not an Agent in said purchase, is filed herewith and marked "Exhibit C"; and "Auctioneer's Affidavit" is filed herewith and marked "Exhibit D".

Eugene J. Silverman, Assignee of
SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of August, 1965, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared EUGENE J. SILVERMAN, Assignee of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND, 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 is fairly made.

AS WITNESS my hand and Notarial Seal.

Beulah T. Saltz Notary Public

My commission expires July 1, 1967

ORDER NISI

LIBER 165 PAGE 84

EUGENE J. SILVERMAN, ASSIGNEE OF SAVINGS INSTITUTION OF SANDY SPRING

versus

JAMES JOSEPH HOGARTY AND GLORIA R. HOGARTY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,325 Equity

Ordered, this 23rd day of August, 19 65, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of September 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 27th day of September next.

The report states that the amount of sale was $11,400.00

[signature] Clerk.

True Copy,

Eugene J. Silverman, Atty.
(Final Order)

TEST: Clerk.
FOR: MARYLAND GAZETTE Aug. 26th Edition

EUGENE J. SILVERMAN, ASSIGNEE OF SAVINGS INSTITUTION OF SANDY SPRING

versus

JAMES JOSEPH HOGARTY AND GLORIA R. HOGARTY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of September, 19[illegible] that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

[signature]
JUDGE.

FILED
1965 SEP 28 AM 11:55

14

LIBER 165 PAGE 85

EUGENE J. SILVERMAN, Assignee for SAVINGS INSTITUTION OF SANDY SPRING, Maryland,	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
	*	ANNE ARUNDEL COUNTY
JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife,	*	Docket 23 Fol. 110 Case 17,325

* * * * * * * * * *

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE THE JUDGE OF THE SAID COURT:

The Petition of EUGENE J. SILVERMAN, Assignee, respectfully represents unto Your Honor:

1. That your Petitioner, by his Report of Sale filed in these proceedings on the 25 day of August, 1965, sold certain leasehold property situated in Anne Arundel County, State of Maryland, known as 115 Allen Road, and described in these proceedings, to SAVINGS INSTITUTION OF SANDY SPRING MARYLAND.

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

WHEREFORE, your Petitioner prays that this Honorable Court pass an Order substituting W. J. DRIVER, as Administrator of Veterans' Affairs, as purchaser in the place and stead of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND.

AND as in duty bound, &c.

Eugene J. Silverman, Assignee

ASSENT

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

Eugene J. Silverman, Assignee

SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND

By Francis Miller
President

Francis Miller

FILED

1965 AUG 25 AM 10: 03

EUGENE J. SILVERMAN, Assignee of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND	*	IN THE
	*	CIRCUIT COURT
		FOR
vs.	*	
		ANNE ARUNDEL COUNTY
JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife	*	Docket 23 Fol. 110 Case 17,325

* * * * * * * * *

ORDER

UPON the aforegoing Petition and Assent, it is hereby ORDERED this 25th day of August, 1965, by the Circuit Court for Anne Arundel County, Maryland, that W. J. DRIVER, as Administrator of Veterans' Affairs, of the City of Washington, District of Columbia, be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as 115 Allen Road, Anne Arundel County, Maryland, in the place and stead of SAVINGS INSTITUTION OF SANDY SPRING, MARYLAND.

George Sachse
JUDGE

FILED
1965 AUG 25 PM 3:33

LIBER 165 PAGE 87

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

BOND No. 79 24 245
ADDITIONAL

LIBER 13 PAGE 250

No. 17,325 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene J. Silverman
215 N. 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 Four Hundred and 00/100----------($400.)----------
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 24th day of August in the year of our Lord sixty-five.

Whereas, the above bounden Eugene J. Silverman

by virtue of the power contained in a mortgage from James Joseph Hogarty and Gloria R. Hogarty, h/w
to Savings Institution of Sandy Spring, Maryland
bearing date the day of and recorded
among the mortgage records of Anne Arundel County
in Liber 23 No. 11,325 Folio 110 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Eugene J. Silverman

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 Eugene J. Silverman

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:

Pearl Markridge
Pearl Markridge

Eugene J. Silverman (SEAL)
Eugene J. Silverman

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Regina Tyler
Regina Tyler *As to Surety*

By Karl L. Johnston
Karl L. Johnston, *Attorney-in-Fact*

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

FILED
1965 AUG 26 AM 10: 14

Bond approved this 26th day of August, 19

Lorna H. Phipps, Clerk

17

LIBER 165 PAGE 88

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,325 Equity

EUGENE J. SILVERMAN, Assignee of SAVINGS INSTITUTION OF SANDY SPRING

versus

JAMES JOSEPH HOGARTY and GLORIA R. HOGARTY, his wife

Ordered, this 23rd day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by Eugene J. Silverman, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of September 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 27th day of September next.

The report states that the amount of sale was $11,400.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 17,325
James Joseph Hogarty

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of September, 1965. The first insertion being made the 26th day of August, 1965.

FILED
1965 SEP 20 PM 2:16

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

18 No. M.G. 3122

LIBER 165 PAGE 89

In the Case of

EUGENE J. SILVERMAN, ASSIGNEE

VS.

JAMES JOSEPH HOGARTY, et ux

In the

Circuit Court

For

Anne Arundel County

No. 17,325 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 4 PM 3:22

All of which is respectfully submitted.

October 4, 1965

John H. Hopkins, IV, 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: Courtenay B. Tolliver, deputy

FILED
1965 OCT 20 AM 9:11

9

In Acct. with EUGENE J. SILVERMAN, Assignee

					Cr.	
1965, August 17,						
Proceeds of Sale	11,400	00				
Interest on deferred payment of $10,900.00 from						
8/17/65 to 9/27/65 @ 6%	74	62	11,474	62		
					11,474	62
To Assignee for fee, viz:	50	00				
To Assignee for commissions, viz:	374	24	424	24		
To Assignee for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts, Court costs	31	00				
Auditor - stating this account	35	00	76	00		
To Assignee for expenses, viz:						
Capital-Gazette Press - advertising sale	77	00				
Capital-Gazette Press - Order nisi, sale	15	00				
Alex Cooper, Inc. - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	46	00				
1965 taxes - 7/1/65 to 8/17/65 (239.55)	31	24				
Ground rent - 2/19/65 to 8/17/65 (54.00)	53	40				
Water & Sewer benefit charge to 8/17/65 (58.81)	37	13				
Miscellaneous notary fees	2	00	296	77		
To Saving Institution of Sandy Spring this balance						
on account of claim filed	10,677	61	10,677	61		
					11,474	62

Amount of Mortgage claim filed	10,718	79
Interest on principal balance of $10,718.79 from 8/1/65 to 10/20/65 - 80 days @ $4\frac{1}{2}$%	105	63
	10,824	42
Credit - amount allowed above	10,677	61
Balance subject to Decree in Personam	146	81

In the Matter of the Mortgaged	:	No. 17233 Equity
Real Estate of Effie H. Fitzgerald	:	In the Circuit Court
and Lucy W. Morris, Joint Tenants	:	for
	:	Anne Arundel County
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

FILED
1965 MAY 28 PM 1:56

MORTGAGE FEE—CITY OR COUNTY—Form 16.

LIBER 165 PAGE 93
BOOK 1357 PAGE 512

No. 17,233 Equity

Second purchase money

THIS MORTGAGE, Made this tenth day of December

in the year nineteen hundred and fifty-nine by and between

EFFIE H. FITZGERALD and LUCY W. MORRIS, joint tenants,

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

JAMES THOMAS FEWELL and ANNIE LUCILLE FEWELL, his wife , Mortgagees , of the second part:

Whereas, the said Mortgagors are indebted unto the said Mortgagees in the full and just sum of FIFTEEN HUNDRED DOLLARS ($1,500.00), as evidence of which the said Mortgagors have this day passed to the said Mortgagees their promissory note for said sum, payable five years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of SEVENTEEN DOLLARS ($17.00) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

Whereas, the parties hereto have agreed that this mortgage should be executed for the purpose of payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; the proceeds hereof being a part of the purchase money of the property described herein and conveyed to the said Mortgagors by deed of even date herewith.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors

do grant and convey unto the said Mortgagees, their

heirs and assigns,

in fee simple, all those lot s or parcels of ground situate and lying in the Seventh Election District, the County aforesaid, and described as follows, to wit:—~~Beginning for~~

KNOWN AND DESIGNATED as Lots Nos. 32, 33 and 34, in Block L, of the subdivision known as Deale Beach as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 50.

BEING the same property conveyed to the within-named Mortgagors by the within-named Mortgagees by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County prior hereto.

FILED

1965 MAY 28 PM 1:56

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 s of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their

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

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees, their personal representatives, or assig or Wm. W. Townshend, Jr., ly authorized Attorney or Agent

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

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

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

And 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 Fifteen Hundred ---------- dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee s, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness the hands and seals of the said Mortgagors:

TEST:

Viola J. Brown

Effie H. Fitzgerald [SEAL]
Effie H. Fitzgerald

Lucy W. Morris [SEAL]
Lucy W. Morris

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 10th day of December in the year one thousand nine hundred and fifty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Effie H. Fitzgerald and Lucy W. Morris, joint tenants, the Mortgagor s named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared James Thomas Fewell and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

Viola J. Brown
Viola J. Brown Notary Public

Rec'd for record Dec. 16, 1959 at 3:26 P.M. SCC
Mailed to William W. Townshend, Jr.
4

BOOK 1357 PAGE 514

In the Matter of the Mortgaged	: No. 17,233	Equity
Real Estate of Effie H. Fitzgerald	: In the Circuit Court	
and Lucy W. Morris, Joint Tenants	: for	
	: Anne Arundel County	
	:	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Effie H. Fitzgerald and Lucy W. Morris, Joint Tenants, to James Thomas Fewell and Annie Lucille Fewell, his wife, dated December 10th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 512.		$1,500.00
Less total amount paid on account of principal.	$652.94	652.94
		$ 847.06
Interest to May 31, 1965		25.44
Amount of Mortgage indebtedness.		$ 872.50

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 1:56

6

No. 17,233 Equity

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 165 PAGE 97

In the Matter of the Mortgaged Real
Estate of Effie H. Fitzgerald and
Lucy W. Morris, Joint Tenants

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 22nd day of May, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage,

plaintiff, in the above entitled cause, and made oath, in due form of law, that to the best of his knowledge, defendants
(Here, state facts showing that the defendant is not in the military service of the United States of America.)

Effie H. Fitzgerald and Lucy W. Morris, Joint Tenants,

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, 1965.

Notarial Seal

Dorothy P. McNew, Notary Public

My Commission will expire on:

July 1st, 1965

Filed,

FILED

1965 MAY 28 PM 1:56

WILLIAM W. TOWNSHEND, JR., ATTORNEY

Towns-Worth Building, South Street

Annapolis, Maryland

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

of

VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Effie H. Fitzgerald and Lucy W. Morris, Joint Tenants, dated December 10th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 512, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House door, Annapolis, Maryland, on

TUESDAY, JUNE 15th, 1965

at 10:00 o'clock A.M.

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 32, 33 and 34, in Block L, of the subdivision known as Deale Beach as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 50.

BEING the same property conveyed unto Effie H. Fitzgerald and Lucy W. Morris, as Joint Tenants, by James Thomas Fewell and Annie Lucille Fewell, his wife, by deed dated December 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 506.

The above described property is being sold subject to a first mortgage in favor of Loyola Federal Savings and Loan Association as recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 508, the balance of which will be announced on date of sale.

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

FILED

1965 MAY 28 PM 1:56

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.

9

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 Effie H. Fitzgerald and Lucy W. Morris, Joint Tenants, dated December 10th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 512, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House door, Annapolis, Maryland, on

TUES., AUG. 17th, 1965 AT 10:00 O'CLOCK A.M.

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

KNOWN AND DESIGNATED as Lots Nos. 32, 33 and 34, in Block L, of the sub-division known as Deale Beach as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 50.

BEING the same property conveyed unto Effie H. Fitzgerald and Lucy W. Morris, as Joint Tenants, by James Thomas Fewell and Annie Lucille Fewell, his wife, by deed dated December 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 506.

10 No

The above described property is being sold subject to a first mortgage in favor of Loyola Federal Savings and Loan Association as recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 508, the balance of which will be announced on date of sale.

The above property is improved by a 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 M. CAMPBELL,
Auctioneer

A-12

17,233

LIBER 165 PAGE 100

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1965

We hereby certify, that the annexed

Attorney's Sale

Effie H. Fitzgerald

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 August, 1965. The first insertion being made the 22nd day of July, 1965.

FILED
1965 AUG 16 PM 1:53

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 165 PAGE 101

LIBER 13 PAGE 243

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

ROYAL-GLOBE INSURANCE

Bond No. 479880

Equity #17,233

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, 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 Two Thousand Five Hundred and - - - - - - 00/100 Dollars - - - - - - - - - - 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 17th day of August, 19 65.

WHEREAS by virtue of a power of sale contained in a Mortgage from Effie H. Fitzgerald and Lucy W. Morris, Joint Tenants bearing date on or about the 10th day of December, 19 59, the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said Mortgage, in case default should be made in the payment of the principal debt secured by said Mortgage or in the interest thereon in whole or in part; and WHEREAS, default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. ---------- is about to execute said power and make sale of the property described as aforesaid in said Mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

William W. Townshend, Jr. (SEAL)
PRINCIPAL

WITNESS:

Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate

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

Bond approved this 17 day of August, 19 65

Clerk

FILED
1965 AUG. 17
9:50 A.M.

11

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 165 PAGE 102

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 Effie H. Fitzgerald and Lucy W. Norris, Joint Tenants, dated December 10th, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 512, default having occurred thereunder, the undersigned Attorney will offer for sale at public auction at the Court House door, Annapolis, Maryland, on

TUESDAY, AUGUST 17th, 1965

AT 10:00 o'CLOCK A.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland.

KNOWN AND DESIGNATED as Lots Nos. 32, 33 and 34, in Block L, of the subdivision known as Deale Beach as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 9, folio 50.

BEING the same property conveyed unto Effie H. Fitzgerald and Lucy W. Norris, as Joint Tenants, by James Thomas Fewell and Annie Lucille Fewell, his wife, by deed dated December 10th, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 506.

The above described property is being sold subject to a first mortgage in favor of Loyola Federal Savings and Loan Association as recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1357, folio 508, the balance of which will be announced on date of sale.

The above property is improved by a 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

FILED

1965 AUG 23 PM 1:06

Annapolis, Maryland
August 17th, 1965

I HEREBY CERTIFY, that I have this 17th day of August 1965, sold the property described on the reverse hereof unto **Eugene X. Murphy** at and for the sum of **Twenty five hundred ($2,500.00) Dollars** being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 17th day of August, 1965 purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of **Twenty five Hundred ($2,500.00) Dollars,** and I/we hereby agree to comply with the terms of sale.

Eugene X. Murphy

FILED
1965 AUG 23 PM 1:05

12

In the Matter of the Mortgaged	: No. 17,233	Equity
Real Estate of Effie H. Fitzgerald	: In the Circuit Court	
and Lucy W. Morris, Joint Tenants	: for	
	: Anne Arundel County	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 17th day of August 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared **Eugene X. Murphy** 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) 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:

Eugene X Murphy (SEAL)

WILLIAM W. TOWNSHEND, JR

_____ (SEAL)

WITNESS my hand and Notarial seal.

Notary Public

WILLIAM W. TOWNSHEND, JR

FILED
1965 AUG 23 PM 1:05

13

IN THE MATTER OF THE MORTGAGED	*	NO. 17,233 EQUITY
REAL ESTATE OF EFFIE H. FITZGERALD		IN THE CIRCUIT COURT
and LUCY W. MORRIS, JOINT TENANTS	*	FOR
	*	ANNE ARUNDEL COUNTY
*	*	*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Effie H. Fitzgerald and Lucy W. Morris, Joint Tenants, dated December 10, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1357 Folio 512, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette Press, 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, August 17, 1965 at 10 o'clock A.M., and then and there sold the said property unto Eugene X. Murphy at and for the sum of TWENTY FIVE HUNDRED DOLLARS ($2,500.00), being at that figure the highest bidder therefor, said property described as follows:

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

KNOWN AND DESIGNATED as Lots Nos. 32, 33 and 34, in Block L, of the subdivision known as Deale Beach as per plat thereof recorded among the Plat Records of Anne Arundel County in Plat Book 9 Folio

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1965 AUG 23 PM 1:05

14

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser 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.

Respectfully submitted,

William W. Townshend, Jr.,
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

WITNESS my hand and Notarial Seal.

Notary Public

15

LIBER 165 PAGE 107

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EFFIE H. FITZGERALD AND LUCY W. MORRIS, JOINT TENANTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,233 Equity

Ordered, this 23rd day of August, 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 27th day of September 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 27th day of September next.

The report states that the amount of sale was $ 2,500.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William W. Townshend, Jr., Atty. FOR: MARYLAND GAZETTE Aug. 26th Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EFFIE H. FITZGERALD AND LUCY W. MORRIS, JOINT TENANTS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of September, 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 SEP 28 AM 11:56

14

Order Nisi

IN THE CIRCUT COURT FOR ANNE ARUNDEL COUNTY
No. 17,233 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

EFFIE H. FIZGERALD and LUCY M. MORRIS, joint tenants

Ordered, this 23rd day of August, 1965, That the sael 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 27th day of September 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 27th day of September next.

The report states that the amount of sale was $2,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 108

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,233
Effie H. Fitzgerald
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 27th day of September, 1965. The first insertion being made the 26th day of August, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 SEP 20 PM 2:15

By H. Tillyman

17

No. M. G. 3171

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
EFFIE H. FITZGERALD and LUCY W. MORRIS,
Joint Tenants,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,233 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 -8 PM 3:21

All of which is respectfully submitted.

October 8, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of October, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis M. Phipps
Clerk
Per: R. E. Wayson, deputy

FILED
1965 OCT 26 AM 8:36

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EFFIE H. FITZGERALD and LUCY W. MORRIS, Joint Tenants

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

					Cr.	
1965, August 17						
Proceeds of Sale	2,500	00				
Interest on deferred payment of $1,750.00 from						
8/17/65 to 9/29/65 @ 6%	12	60	2,512	60		
					2,512	60
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	107	82	207	82		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	28	00				
Auditor - stating this account	35	00	73	00		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	146	56				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Globe Indemnity Co. - Bond premium	10	00				
Robert H. Campbell - auctioneer's fee	45	00				
J.R.McCrone, Jr., Inc. - survey, location	40	00				
1965 taxes - 7/1/65 to 8/17/65 (159.20)	20	74				
One-half cost documentary stamps	4	13				
Miscellaneous notary fees	2	00	301	46		
To James Thomas Fewell & Annie Lucille Fewell,						
Mortgage claim in full as filed	872	50				
Interest on principal balance of $847.06 from						
6/1/65 to 10/25/65 - 146 days @ 6%	20	33	892	83		
To Effie H. Fitzgerald & Lucy W. Morris, joint						
tenants, this surplus	1,037	49	1,037	49		
					2,512	60

LIBER 165 PAGE 111

ELEANORA BARNES, RIVA, MARYLAND	*	NO. 16,412 EQUITY
vs	*	
EMANUEL B. BARNES CROWNSVILLE STATE HOSPITAL CROWNSVILLE, MARYLAND	*	IN THE CIRCUIT COURT
HARRISON N. BARNES, JR. 315 1/2 DEAN'S STREET AKRON, OHIO	*	FOR
MARY MATTHEWS 137 BESTGATE ROAD ANNAPOLIS, MARYLAND	*	ANNE ARUNDEL COUNTY
HOWARD BARNES PAROLE STREET ANNAPOLIS, MARYLAND	*	
DAVID BARNES ADDRESS UNKNOWN AND/OR ANY AND ALL UNKNOWN HEIRS AT LAW OF HARRISON M. BARNES, DECEASED	*	
TENIE ELLEN TAYLOR 12 Bestgate Road Annapolis, Maryland	*	

BILL OF COMPLAINT

TO THE HONORABLE JUDGES OF SAID COURT:

Your Oratrix, Eleanora Barnes, by her Solicitor, Samuel Schenker, represents:

FIRST: That Harrison M. Barnes during his lifetime was seised and possessed of 8 2/10 acres of land situate near Riva Road in the Second Election District of Anne Arundel County, Maryland.

SECOND: That the said Harrison M. Barnes became seised and possessed of said real property by virtue of a Deed to him from Mary H. Barnes dated April 15, 1924, and recorded among the Land

MUEL SCHENKER
TTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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1964 JUN 16 AM 10: 42

Records of Anne Arundel County in Liber WNW 74, folio 390, and which tract of land so conveyed by said Deed contained 9.05 acres, more or less, reserving, however, unto the said Mary H. Barnes, one acre of land as more particularly described in said Deed. (A certified copy of which Deed is filed herewith as Complainant's exhibit No.1).

a. That the said Mary H. Barnes died testate January 1, 1937, and by her Last Will and Testament of record in the office of the Register of Wills for Anne Arundel County in Wills Liber WMH 1, folio 209, she devised all of her property to Harrison M. Barnes, on the condition that her daughter Tenie Ellen Taylor "is to have a home in my dwelling house for her natural life and my son shall pay her the sum of $300.00". The said Tenie Ellen Taylor is now living and is made a party defendant to these proceedings, and that thecharge of $300.00, as referred to in said Will has been paid as is evidenced by the administration account filed in the estate of said Mary H. Barnes. A certified copy of said Last Will and Testament of said Mary H. Barnes is filed as Complainant's exhibit No. 2 and a certified copy of the administration account filed in the estate of the said Mary H. Barnes is filed as Complainant's exhibit No. 3.

b. That by deed dated June 21, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1485, folio 4, the said Harrison M. Barnes, widower, conveyed a tract of land containing 0.80 of an acre, more or less, to Alan T. Stallings, leaving a net quantity of land contained in said tract to be 8.2 acres of land, more or less. A certified copy of said Deed is filed herewith as Complaintant's exhibit No. 4.

THIRD: That being so seised and possessed, the said Harrison M. Barnes departed this life in Anne Arundel County, in the State of Maryland, on or about the 15th day of September, 1962

UEL SCHENKER
TORNEY AT LAW
4 MAIN STREET
NNAPOLIS, MD.

intestate, leaving surviving him no widow, but leaving surviving as his only heirs at law, his children, your complainant, Eleanora Barnes, and Emanuel B. Barnes, Harrison N. Barnes, Jr., Mary Matthews, Howard Barnes and David Barnes.

That no administration of the estate was had in the Orphans' Court for Anne Arundel County and, therefore, it will be necessary that the required notice to creditors be given in these proceedings.

That the said Harrison M. Barnes also was possessed of a 1952 Buick car, T. Sedan, 56567343, and miscellaneous, movable chicken coops.

FOURTH: That your complainant, Eleanora Barnes, is an adult, is sui juris, and a resident of the State of Maryland. That Emanuel B. Barnes, is an adult, a resident of the State of Maryland, but is a patient of the Crownsville State Hospital, and filed herewith as complainant's exhibits Nos. 5 and 6, are the certificates of two professors of neuro-psychiatrists attesting to the mental capacity of the said Emanuel B. Barnes. That the said Harrison N. Barnes, Jr., is an adult, is sui juris, and is a non-resident of the State of Maryland, residing in Akron, Ohio. That Mary Matthews is an adult, is sui juris, and is a resident of the State of Maryland. That Howard Barnes is an adult, is sui juris, and is a resident of the State of Maryland. That the said David Barnes' present address is unknown, but when last heard from by your complainant, he was a resident of the State of Florida, was an adult, and at that time was sui juris. It is not known whether or not he is living or deceased. Tenie Ellen Taylor is an adult, is sui juris, and is a resident of the State of Maryland.

FIFTH: That said real estate and personal property is insusceptable of partition without material loss or injury to

UEL SCHENKER
TORNEY AT LAW
24 MAIN STREET
NNAPOLIS, MD.

the parties entitled thereto.

SIXTH: That the real property hereinbefore referred to is subject to the legal operation and effect of a certain mortgage from Harrison M. Barnes and wife to Ray M. Jerman , dated December 9, 1952, and recorded among the Land Records aforesaid in LiberJHH 727, folio 563, securing the amount of $790.00, and that there is now due and owing to the said Ray M. Jerman on account of said mortgage and open accounts and/or notes contracted for by the decedent, Harrison N. Barnes, the sum of Two Thousand seventeen ($2017.15) dollars and fifteen cents, as is evidenced by a statement of Ray M. Jerman, as is filed herewith as Complainant's exhibit No. 7.

TO THE END INTENT THEREFORE:

1) That this Honorable Court issue a Writ of Subpoena to the said Emanuel Barnes, Howard Barnes, Mary Matthews, and Tenie Ellen Taylor, and that this Honorable Court pass an order of publication in regard to the defendants, Harrison N. Barnes, Jr. and David Barnes, if living and if he is deceased, to any and all of his heirs at law.

2) That a Trustee or Trustees may be appointed to make sale of the real estate and personal property in these proceedings for the purpose of partition and the proceeds therefrom may be divided among the parties entitled thereto according to their respective interests after the payment of any indebtedness due to Ray M. Jerman as referred to in the Bill of Complaint.

3) That this Honorable Court appoint a guardian ad litem to make answer for the defendant, Emanuel Barnes, incompetent.

4) That the required notice to creditors of the decedent, Harrison N. Barnes, be given in these proceedings.

Eleanora B. Barnes
Eleanora Barnes, Complainant

Samuel Schenker
Samuel Schenker
Attorney for Complainant
C03-2354

IUEL SCHENKER
TTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on the 29th day of May, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELEANORA BARNES and she acknowledged the aforegoing Bill of Complaint to be her act, and true to the best of her knowledge.

AS WITNESS MY HAND AND NOTARIAL SEAL

Bert E. Schenker

Bert E. Schenker, Notary Public

My Commission expires:

May 5, 1965

UEL SCHENKER
TORNEY AT LAW
4 MAIN STREET
NNAPOLIS, MD.
5

This Deed, made this 15th day of April, in the year of our Lord, nineteen hundred and twenty four, by and between Mary H. Barnes, widow, party of the first part, and Harrison N. Barnes, party of the second part, all of Anne Arundel County, in the State of Maryland,

WITNESSETH; that for and in in consideration of the sum of ten dollars, ($10.00) and other good and valuable considerations thereunto moving from the party of the second part unto the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does bargain and sell, and by these presents does grant and convey unto Harrison N. Barnes , party of the second part, his heirs and assigns forever in fee simple, all of that lot of land situated in the Second District of Anne Arundel County; being that identical tract of land conveyed unto Mary H. Barnes by John Tucker and wife, by deed of even date herewith, and recorded or intended to be recorded immediately prior hereto; saving and excepting, however, from this conveyance. all of that lot of land described as follows;

Beginning for the same at a stone planted on the East side of the private right-of-way leading through said property, said stone being 478 feet from the end of the second line of the whole conveyance above referred to; and running from said stone in a North by Easterly direction for a distance of 90 yards to a stone; thence leaving said stone and running in a Westerly direction for a distance of 70 yards to a stone; thence leaving said stone and running in a South by Westerly direction for a distance of 50 yards to the edge of said right-of-way; thence in a South by Easterly direction along and with said right-of-way to the place of beginning, containing, or is supposed to contain, One Acre of land, more or less. The property herein reserved by the grantors not having been surveyed is marked and defined by four corner stones.

TOGETHER with the buildings and improvements thereon erected, made and being, and all the rights, roads, ways, waters, privileges and appur-

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1964 JUN 16 AM 10: 42

Ex. 1

tenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described lot of land unto the proper use and benefit of the said Harrison N. Barnes, his heirs and assigns forever, in fee simple.

And the said party of the first part does hereby covenant to warrant specially the property hereby granted and conveyed, and that they will execute such other and further assurance as may be requisite.

Witness the hand and seal of the above named grantor.

Mary H. her X mark Barnes (Seal)

Attest.
Eugene F. Childs

State of Maryland ,Anne Arundel County, to wit:

I hereby certify that on this 15th day of April, in the year 1924, before the subscriber, a Notary public of the State of Maryland, in and for Anne Arundel County, personally appeared Mary H. Barnes, and acknowledged the aforegoing deed to be her act.

Witness my hand and Notorial seal.

Elmore G. Grault
Notary Public.

4

DEED

Mary H. Barnes,

to

Harrison N. Barnes.

Received for Record ..... Sept ..... 1924 at 1 ..... and same day recorded in Liber W.N.W. ..... No. 74 Fol. 391 Land Records of Anne Arundel County.
WM. N. WOODWARD, Clerk

$2.25 paid

LIBER 165 PAGE 118

R. Harry Arnold
7/

LIBER 165 PAGE 119 No. 16,412 Equity

I, Mary Barnes of Anne Arundel County in the State of Maryland, being of sound and disposing mind, memeory and understanding, do make, publish and declare this to be my last Will and Testament, hereby revoking all former Wills by me made and declaring this and none other to be my last Will and Testament.

After my just debts and funeral expenses are paid and satisfied, I will, devise and bequeath my property as follows:

Item: I will, devise and bequeath unto my Son, Harrison Barnes all of my property of whatsoever kind and wheresoever situated under the following conditions, to wit: my daughter Tenie Ellen Taylor is to have a home in my dwelling house for and during her natural life and no longer, and my son Harrison Barnes shall pay unto my daughter Tenie Ellen Taylor the sum of Three Hundred Dollars ($300.00), which sum shall be and become a lien on said property until paid. It is my desire that my son Harrison Barnes shall have a reasonable length of time in which to pay the above sum.

I do hereby constitute and appoint my son Harrison Barnes as Executor of this my last Will and Testament.

In testimony whereof I have hereunto set my hand and affixed my seal this 11" day of March in the year of our Lord Nineteen hundred and thirty-two.

her
Mary X Barnes (SEAL)
mark

Signed, sealed, published and declared by the above named Testatrix as and for her last Will and Testament and at her request, in her presence and in the presence of each other we hereunto subscribe our names as witnesses.

Eugene Mackall Childs
Eugene P. Childs.

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1964 JUN 16 AM 10:42

Anne Arundel County, Ss:

On the 25th day of May, 1937 came Harrison Barnes and made Oath in due form of law, that he does not know of any Will or Codicil of Mary Barnes late of said County, deceased, other than the above instrument of writing, and that he received the same from the Deputy Register in whose hands same had been deposited by Eugene P. Childs, Attorney, May 21st, 1937. Mary Barnes departed this life on ~~or about~~ the 1st day of January, 1937

Sworn to before the subscriber

TEST: Lucy S. Holladay

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 25th day of May, 1937 came Eugene P. Childs, one of the subscribing witnesses to the aforegoing last Will and Testament of Mary Barnes late of said County, deceased, and made oath in due form of law, that he did see the Testatrix, Mary Barnes sign and seal this Will; that he heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Eugene Mackall Childs subscribed his name as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court

TEST: Lucy S. Holladay

Register of Wills for Anne Arundel County.

3,500—1-30—M. & T.

9

Anne Arundel County, ss:

LIBER 165 PAGE 121

On the 25th *day of* May *19* 37

came Eugene P. Childs *and made oath in due form of law that he is familiar with the handwriting of* Eugene Mackall Childs *one of the attesting witnesses to the last Will and Testament of* Mary Barnes *late of said County, deceased, and he verily believes that the signature of the said* Eugene Mackall Childs *as so written, is the true and genuine signature of said* Eugene Mackall Childs *who is now* out of the State.

Sworn to in open Court

Lucy S. Holladay
Register of Wills for Anne Arundel County

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Mary Barnes, late of said County, deceased, together with the codicil thereto attached, and also the evidence adduced as to its validity, orders and decrees this 25th day of May, 19 37, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary Barnes, deceased.

JUDGES
Maynard Carr
Owain E. Owens
William B. Elliott, A.J.

PRESS OF MEYER & THALHEIMER, BALTIMORE

LIBER 165 PAGE 122

STATE OF MARYLAND

Anne Arundel County

LUCY S. HOLLADAY, REGISTER

I, ~~W. MEADE HOLLADAY~~, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Mary Barnes late of said County deceased together with proof and probate thereof taken from Wills Liber W.M.H. 1 folio 209, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 28th day of May in the year of our Lord, nineteen hundred and thirty-seven.

Lucy S. Holladay
Register of Wills for Anne Arundel County.

CERTIFIED COPY

LAST WILL AND TESTAMENT

OF

MARY BARNES,

Deceased.

Or 4-8159
PHONE: ~~SOUTH SHORE [illegible]~~

~~HOME PHONE: SOUTH SHORE 3729~~

R. M. JERMAN
GENERAL MERCHANDISE
RALSTON PURINA FEEDS
FEED FOR THOROUGHBREDS
HAY FOR CHINCHILLA BREEDERS
GAMBRILLS, MARYLAND

No. 16,412 Equity

LIBER 165 PAGE 123

February 27, 1964

Samuel Schenker
Annapolis, Md

Sir:

In answer to your letter of February 17, 1964, concerning the estate of Harrison Barnes, the indebtness to us is as follows:

July 1957	Mortage for sum of		1,898.31
1958	Interest		113.89
1959	"		113.89
			2,126.09
~~Feb~~ 11, 1959	Pd on acct.	1.00.00	
April 8, "	" " "	50.00	
Jan 18, 1960	" " "	1.00.00	
April 7, "	" " "	25.00	
" 3, 1961	" " "	107.50	
Nov. 11, "	" " "	175.00	
	Total Credit		557.50
			1,568.59
1960, 1961, 1962	Interest		300.23
Bal. from 61 Loan			148.33
	Total Due		$2,017.15

Yours truly

R. M. Jerman

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1964 JUN 16 AM 10:43

P4-M53 (Revised 4-61)

16,412 Eq.

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE

LIBER 165 PAGE 124

I HEREBY CERTIFY that on this 8th. day of May, 1964 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared John J. McGee, M.D. who made oath in due form of law, that he is and has been for the past five years a (1) practicing physician in the State of Maryland; or a (2) neuropsychiatrist who has attended the alleged incompetent within the past ten days; that Emanuel Barnes #22538 was admitted as a patient in the Crownsville State Hospital on the 27th. day of July, 1961 and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Emanuel Barnes from time to time, his last examination being on May 8th., that from the opportunity afforded him of observing the said Emanuel Barnes, he is convinced that ~~xxxx~~ 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 ~~xxx~~ his property or to execute a valid deed or contract; that the cause of such mental disability is Chronic Schizophrenic, Paranoid Type

that the extent and probable duration of the incompetency of the said Emanuel Barnes ~~xxxxxx~~ is total and permanent.

He is further of the opinion that due to the present condition of Emanuel Barnes, and the premises of said petition, that it would serve ~~xxxxxxxxx~~ useful purpose to have ~~xxx~~ him appear before a Court as a Witness or to be present at a hearing before a Court concerning ~~xxx~~ his mental condition and capacity to manage ~~xxx~~ his estate, and it is recommended that ~~xxx~~ his presence be ~~xxxxxxx~~ dispensed with.

John J. McGee, M.D.

Sworn to before me this 8th day of May, 1964

Hazel C. Immler
NOTARY PUBLIC

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1964 JUN 16 AM 10:42

Eq 5

P4-M53 (Revised 4-61)

16,412 Eq

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE

LIBER 165 PAGE 125

I HEREBY CERTIFY that on this 8th. day of May, 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Celestino Casillas, M.D. who made oath in due form of law, that he is and has been for the past five years a (1) practicing physician in the State of Maryland; or a (2) neuropsychiatrist who has attended the alleged incompetent within the past ten days; that Emanuel Barnes #22538 was admitted as a patient in the Crownsville State Hospital on the 27th. day of July, 19__ and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Emanuel Barnes from time to time, his last examination being on May 8, 1964, that from the opportunity afforded him of observing the said Emanuel Barnes, 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 or contract; that the cause of such mental disability is Chronic Schizophrenic, Pananoid Type

that the extent and probable duration of the incompetency of the said Emanuel Barnes is total and permanent.

He is further of the opinion that due to the present condition of Emanuel Barnes, and the premises of said petition, that it would serve 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.

Celestino Casillas M.D.

Sworn to before me this 8th day of May, 1964

Hazel C. Sommler
NOTARY PUBLIC

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1964 JUN 16 AM 10:43

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Ex. 6

ELEANORA BARNES, RIVA, MARYLAND	*	NO. 16,412 EQUITY
	*	
vs		IN THE
	*	
EMANUEL B. BARNES CROWNSVILLE, STATE HOSPITAL CROWNSVILLE, MARYLAND	*	CIRCUIT COURT
		FOR
	*	
HARRISON N. BARNES, JR. 315 1/2 DEAN'S STREET AKRON, OHIO	*	ANNE ARUNDEL COUNTY
	*	
MARY MATTHEWS 137 BESTGATE ROAD ANNAPOLIS, MARYLAND	*	
	*	
HOWARD BARNES PAROLE STREET ANNAPOLIS, MARYLAND	*	
	*	
DAVID BARNES ADDRESS UNKNOWN AND/ OR ANY AND ALL UNKNOWN HEIRS AT LAW OF HARRISON M. BARNES, DECEASED	*	
	*	
TENIE ELLEN TAYLOR 12 BESTGATE ROAD ANNAPOLIS, MARYLAND	*	

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

UEL SCHENKER
TORNEY AT LAW
14 MAIN STREET
NNAPOLIS, MD.

FILED
1964 JUN 16 AM 10: 42

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LIBER 165 PAGE 127

ORDER OF PUBLICATION

The object of this Bill of Complaint is to have Trustees appointed to sell Real and Personal Estate of Harrison Barnes, deceased, for the purpose of partition, the proceeds of which, will be divided among the parties entitled thereto according to their respective interests.

The Bill recites that Harrison Barnes died on September 15, 1962, being possessed of 8.2 acres of land on Riva Road in the Second Election District of Anne Arundel County, Maryland. The Bill describes the manner in which said Harrison Barnes became possessed of said property, and under what conditions said property was received. Further the Bill states that the said Harrison Barnes died without leaving a Will and that he left surviving him certain children and further the Bill states the Real Estate and Personal property insusceptible of partition without material loss or injury to the parties and that the Real Estate mentioned in the proceedings is subject to a mortgage.

IT IS THEREFORE, this 16th day of June, 1964, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, one each week, for four successive weeks before the 20th day of July, 1964, giving notice to the nonresident respondents, _____, of the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 21st day of August, 1964, to show cause, if any they may have why a decree should not be granted as prayed herein:

Louis N. Phipps, Jr.
Clerk

MUEL SCHENKER
TTORNEY AT LAW
4 MAIN STREET
ANNAPOLIS, MD.

'6

ELEANORA BARNES RIVA, MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
	*	ANNE ARUNDEL COUNTY
TENIE ELLEN TAYLOR et al 12 BESTGATE ROAD ANNAPOLIS, MARYLAND	*	
	*	Equity No. 16412
	*	
	*	

* *

ANSWER

Now comes Tenie Ellen Taylor, Defendant, and answers the Bill of Complaint as follows:

(1) That she acknowledges the allegations of paragraphs one and two.

(2) That she acknowledges the allegations of paragraph two and under the allegations of paragraph two A she acknowledges that she has received the sum of Three Hundred ($300.00) Dollars referred to and agrees to the sale of the Real Estate, but contends that the Life Estate referred to in said paragraph of which she is possessed has a monetary value and she desires the Court to determine the value of the estate and hereby informs the court that she is 68 years of age so that the Court may take this into consideration in determining the value of her interests.

(3) She acknowledges the allegations of paragraph three.

(4) She acknowledges the allegations of paragraph four.

(5) That she acknowledges the allegations of paragraph five.

(6) That she has no knowledge of paragraph six, and demands proof thereof.

FILED

1964 JUL -1 AM 8:52

And having answered the Bill of Complaint, she prays to have this matter dismissed with costs.

Mr. Clerk Please enter my appearance in this cause
Ralph S. Greil Atty
Ralph S. Greil

Tenie Ellen Taylor

Tenie Ellen Taylor

THE STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

This is to certify that before me a Notary Public, in and for the State and County aforesaid, personally appeared Tenie Ellen Taylor and made oath in due form of law, that the matter and facts set forth in the aforgoing answers are true to the best of her knowledge and belief.

Ralph S. Greil

Ralph S. Greil

18

P4-M53 (Revised 4-61)

LIBER 165 PAGE 130

PHYSICIAN'S CERTIFICATE OF MENTAL INCOMPETENCE

I HEREBY CERTIFY that on this 1st. day of July, 19 64 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared John J. McGee, M.D. who made oath in due form of law, that he is and has been for the past five years a (1) practicing physician in the State of Maryland; or a (2) neuropsychiatrist who has attended the alleged incompetent within the past ten days; that Emanuel Barnes #22538 was admitted as a patient in the Crownsville State Hospital on the 27th day of July, 19 61 and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Emanuel Barnes #22538 from time to time, his last examination being on June 12, 1964, that from the opportunity afforded him of observing the said Emanuel Barnes #22538, he is convinced that ~~xxxx~~ 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 ~~xxx~~ his property or to execute a valid deed or contract; that the cause of such mental disability is Chronic Schizophrenic, Paranoid Type

that the extent and probable duration of the incompetency of the said Emanuel Barnes ~~xxxxxx~~ is total and permanent

He is further of the opinion that due to the present condition of Emanuel Barnes, and the premises of said petition, that it would serve ~~xxxxxxxxx~~ no useful purpose to have ~~xxx~~ him appear before a Court as a Witness or to be present at a hearing before a Court concerning ~~xxx~~ his mental condition and capacity to manage ~~xxx~~ his estate, and it is recommended that ~~xxx~~ his presence be ~~xxxxxxxx~~ dispensed with.

John J. McGee, M.D.
Affiliant

Sworn to before me this 1st day of July, 19 64

John R Bossert
NOTARY PUBLIC

FILED
1964 JUL -6 PM 2:30

9

SAMUEL SCH ER
Solicitor at Law
Annapolis, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 16,412 EQUITY

ELEANORA BARNES,
Riva, Maryland

vs.

EMANUEL B. BARNES
Crownsville State Hospital
Crownsville, Maryland
HARRISON N. BARNES, Jr.
315½ Dean's Street
Akron, Ohio
MARY MATTHEWS
137 Bestgate Road
Annapolis, Maryland
HOWARD BARNES
Parole Street
Annapolis, Maryland
DAVID BARNES
Address Unknown
And/or any and all unknown heirs at law of
HARRISON M. BARNES, deceased
TENIE ELLEN TAYLOR
12 Bestgate Road
Annapolis, Maryland

Order Of Publication

The object of this Bill of Complaint is to have Trustees appointed to sell Real and Personal Estate of Harrison Barnes, deceased, for the purpose of partition, the proceeds of which, will be divided among the parties entitled thereto according to their respective interests.

The Bill recites that Harrison Barnes died on September 15, 1962, being possessed of 8.2 acres of land on Riva Road in the Second Election District of Anne Arundel County, Maryland. The Bill describes the manner in which said Harrison Barnes became possessed of said property, and under what conditions said property was received. Further the Bill states that the said Harrison Barnes died without leaving a Will and that he left surviving him certain children and further the Bill states the Real Estate and Personal property insusceptible of partition without material loss or injury to the parties and that the Real Estate mentioned in the proceedings is subject to a mortgage.

No 20

IT IS THEREFORE, this 16th day of June, 1964, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Complainant, by causing a copy of this Order of Publication to be inserted in some local paper published in Anne Arundel County, Maryland, one each week, for four successive weeks before the 20th day of July, 1964, giving notice to the nonresident respondents, of the object and substance of this Bill and Order, requiring them to be and appear in this Honorable Court either in person or by attorney on or before the 21st day of August, 1964, to show cause, if any they may have why a decree should not be granted as prayed herein:

LOUIS N. PHIPPS
Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

Jy-9

OFFI OF

Maryland Gazette

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

LIBER 165 PAGE 131

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1964

We hereby certify, that the annexed Order of Publication No. 16,412 Eq. Emanuel B. Barnes, Etc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of July, 1964. The first insertion being made the 18th day of June, 1964

FILED
1964 JUL 15 PM 3 22

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

LIBER 165 PAGE 132

ELEANORA BARNES RIVA, MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
	*	ANNE ARUNDEL COUNTY
EMANUEL B. BARNES, et al CROWNSVILLE STATE HOSPITAL CROWNSVILLE, MARYLAND	*	
	*	Equity No. 16412

* *

MOTION FOR ORDER APPOINTING GUARDIAN AD LITEM

Now comes Eleanora Barnes, Plaintiff, by Samuel Schenker, her attorney, moves pursuant to Maryland Rule 205 e 2, for the appointment of a guardian ad litem to represent Emanuel B. Barnes, a mental incompetant. The grounds of the motion are as follows:

1. Emanuel B. Barnes has been duly summoned.

2. Emanuel B. Barnes has no legal guardian within the jurisdiction of this court.

3. Movant suggests as guardian ad litem, Ralph Greil, who has no interest whatever in this suit adverse to that of Emanuel B. Barnes.

Samuel Schenker
Samuel Schenker
224 Main Street
Annapolis, Maryland
C03-2354 or 974-0950

FILED
1964 SEP -4 PM 1:17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on the 3rd day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eleanora Barnes and she acknowledged the aforegoing Motion for Order Appointing Guardian Ad Litem to be her act, and true to the best of her knowledge.

AS WITNESS MY HAND AND NOTARIAL SEAL

Bert E. Schenker
Bert E. Schenker, Notary Public

My Commission Expires:
May 5, 1965

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.
21

LIBER 165 PAGE 133

ELEANORA BARNES
RIVA, MARYLAND

vs

EMANUEL B. BARNES, et al
CROWNSVILLE STATE HOSPITAL
CROWNSVILLE, MARYLAND

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY NO. 16412

* *

ORDER APPOINTING GUARDIAN
AD LITEM

ORDERED by the court that Ralph Greil is hereby appointed guardian ad litem to represent Emanuel B. Barnes, a mantal incompetant.

D. Brian Lanchett
Judge
9/4/64

FILED
1964 SEP -8 AM 11:00

IUEL SCHENKER
TTORNEY AT LAW
24 MAIN STREET
ANNAPOLIS, MD.

2

ELEANORA BARNES
RIVA, MARYLAND

vs

DAVID BARNES
ADDRESS UNKNOWN

LIBER 165 PAGE 134

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 16,412

* *

AFFIDAVIT OF ATTEMPTED SERVICE
ON UNKNOWN RESIDENT

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

I, Samuel Schenker, attorney for the plaintiff, make oath that I did make the following effort to advise the defendant, David Barnes and to warn him of the pendency of the action here involved, in that the deponent obtained the address of the wife of David Barnes as being some place in Baltimore and that a letter was sent to her, copy of which is attached hereto asking for certain information regarding the whereabouts of the said David Barnes, and that subsequently an Affidavit was received from Mrs. David Barnes, also known as Gloria Barnes, copy of which is attached hereto as an exhibit, setting forth that she was not aware of his whereabouts, and that from the information received, the deponent sent a letter to David Barnes at his last known address which letter was returned in an envelope marked unknown, said letter being attached as an exhibit and that the deponent checked with various relatives of David Barnes none of whom were aware of his whereabouts or had any better addresses than the one furnished by his wife.

Samuel Schenker

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

I hereby certify that on this 15th day of September, 1964, before me, a Notary Public, personally appeared Samuel Schenker, and made oath in due form of law, that the matters and

AMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

FILED

1964 SEP 18 PM 1:26

3

facts set forth in the foregoing Affidavit of Attempted Service on Unknown Resident, are true to the best of his knowledge, information and belief.

Bert E. Schenker

Bert E. Schenker, Notary Public

My Commission Expires:

May 3, 1965

IUEL SCHENKER
TTORNEY AT LAW
24 MAIN STREET
ANNAPOLIS, MD.

I Gloria Barnes, after being duly sworn do make the following statement:

I am married to David Barnes, son of Harrison Barnes, deceased, who lived at Riva, Maryland. I have not heard from David Barnes for more than five years. That the last adress I had of him was 12 S. Lipscomb Street, Melborne, Florida.

WITNESS my hand and seal on this 30 day of July, 1964.

Gloria Barnes

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30 day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Gloria Barnes, who made oath in due form of law that the foregoing matters and facts are true to the best of her knowledge and belief.

Notary Public

My Commission Expires:

May 6, 1965

FILED

1964 SEP 18 PM 1:27

SAMUEL SCHENKER
ATTORNEY AT LAW
4 MAIN STREET
ANNAPOLIS, MD.

25

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 137

RETURNED TO WRITER

REASON NOTICED
Unclaimed ____ Refused ✓
Unknown ____
Insufficient address ____
Moved, left no address ____
No such post office in state ____
Do not remail in this envelope

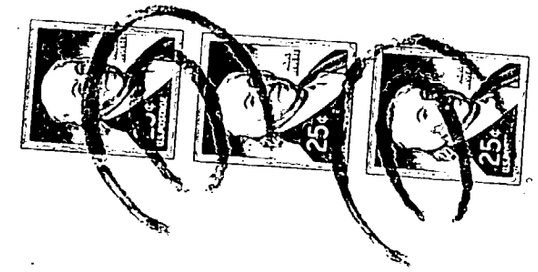
REGISTERED
NO. 1204

REGISTERED MAIL

RETURN RECEIPT REQUESTED

no such number

Mr. David Barnes
12 S. Lipscomb St.
Melbourne, Florida



REGISTERED MAIL

POSTMARK
ANNAPOLIS MD.
JUL 24 1964

REGISTERED NO. 1204
Fee $ 60 Spec. del'y fee $ ____
Ret. receipt fee $ 10
Surcharge $ ____ Rest. del'y fee $ ____
Postage $ 25 ☐ Airmail
Postmaster, By ____
From Samuel Schenker
224 Main St
To Mr. David Barnes
12 S. Lipscomb St
Melbourne Fla
POD Form 3806—Oct. 1960
c48—16—7

26

P. O. BOX 208

TELEPHONE COlonial 3-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 138

REAL ESTATE

July 9, 1964

Mrs. Gloria Barnes
1211 E. Lexington St.
Baltimore, Maryland

Dear Mrs. Barnes:

I have been referred to you by Eleanor Barnes, sister of David Barnes, who I am informed is your husband. Mrs. Barnes has filed a suit for the purpose of selling the property which belonged to Harrison Barnes their father. Harrison Barnes, now deceased, left several children, one of whom is your husband. Each of the children have an interest in the property. According to Mrs. Barnes, Davids address is unknown and it is imperative that we make an effort to locate him.

It would be most appreciated if you would give us the last address known of David Barnes or any possible clues that might help us to locate him. I understand that David Barnes is in the Armed Forces and if you cannot give us an address, we would like to know if he could possibly be in the Services. If you have any questions you might call 974-0970 without charge and I shall be glad to give you any information that I have.

Thank you for your cooperation in advance.

Very truly yours,

Samuel Schenker

SS/ek

11

P. O. BOX 208

TELEPHONE COlonial 3-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 139

REAL ESTATE

July 22, 1964

Mr. David Barnes
12 S. Lipscomb St.
Melbourne, Florida

Dear Mr. Barnes:

Enclosed find an Order of Publication involving a sale of real estate of your deceased Father. As one of his heirs you have an interest in this real estate.

If you have any further questions please do not hesitate to contact me.

Very truly yours,

Samuel Schenker

SS/epk
Encl.

28

ELEANORA BARNES
RIVA, MARYLAND

vs

HARRISON N. BARNES, JR., Et al

LIBER 165 * PAGE 140

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 16,412

* *

AFFIDAVIT OF SERVICE
BY REGISTERED MAIL

STATE OF MARYLAND, COUNTY OF ANNEARUNDEL, TO WIT:

I, Samuel Schenker, attorney for the plaintiff, make oath that I mailed to Harrison N. Barnes, Jr., defendant, at 315½ Dean Street, Akron, Ohio, in accordance with Rule 105E of the Maryland Rules of Proceedure, a true copy of the Order of Publication and a photostatic copy of a Bill of Complaint in the above matter, by registered mail, copy of the letter under which the aforementioned Bublication and Bill of Complaint was sent is attached here as an exhibit as is the registered mail certificate and return receipt for said registered mail showing that the defendant Harrison N. Barnes, Jr. had delivered to him said papers. Inadvertently, said registered receipt had not been filed earlier as required by ruly n05F.

Samuel Schenker

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

I hereby certify that on this 15th day of September, 1964, before me, a Notary Public, personally appeared Samuel Schenker, and made oath in due form of law, that the matters and facts set forth in the foregoing Affidavit of Service by Registered Mail, are true to the best of his knowledge, information and belief.

Bert E. Schenker, Notary Public

My Commission Expires:
May 3, 1965

1964 SEP 18 PM 1:27

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

29

P. O. BOX 208

TELEPHONE COlonial 3-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 141

REAL ESTATE

June 23, 1964

Mr. Harrison N. Barnes, Jr.
315 ½ Dean's Street
Akron, Ohio

Dear Mr. Barnes:

In accordance with section 105-2-C, I am herewith sending to you, by registered mail, a true copy of the Order of Publication and photostatic copy of the Bill of Complaint, relating to the sale of your deceased Father's Real Estate.

If you have any questions relating to the above, do not hesitate to contact me.

At such time as the property is sold, your share of the monies will be distributed to you.

Very truly yours,

Samuel Schenkera

SS/epk
Encl. 2

007459

REGISTERED NO. .....

Value $ NV Spec. del'y fee $.....

Fee $ 60 Ret. receipt fee $ 10

Surcharge $..... Rest. del'y fee $.....

Postage $ 10 ☐ Airmail

ANNAPOLIS JUN 24 1964 MD. POSTMARK

Postmaster, By .....

From Samuel Schenker
PO Box 208

To Mr Harrison N Barnes Jr
315½ Deans St
Akron Ohio

30

PO Form 3806—Oct. 1960 648—10—70403-5

☐ 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 JUL 3 1964

SHOW WHERE DELIVERED (only if requested) Harrison Barnes Jr.

31

C55—16—71548-5—F GPO

LIBER 165 PAGE 142

ELEANORA BARNES RIVA, MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
	*	ANNE ARUNDEL COUNTY
HOWARD BARNES, et al PAROLE STREET ANNAPOLIS, MARYLAND	*	
	*	Equity No. 16412
	*	

* *

ANSWER

Now comes Howard Barnes, Defendant, and answers the Bill of Complaint as follows:

(1) That he acknowledges paragraph one.

(2) That he acknowledges paragraph two.

(3) That he acknowledges paragraph three.

(4) That he acknowledges paragraph four.

(5) That he acknowledges paragraph five.

(6) That he has no knowledge of paragraph six, and demands proof thereof.

And having answered the Bill of Complaint, he prays to have this matter dismissed with costs.

Howard Barnes

Howard Barnes

FILED

1964 SEP 18 PM 1:27

32

LIBER 165 PAGE 143

ELEANORA BARNES RIVA, MARYLAND	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
	*	ANNE ARUNDEL COUNTY
EMANUEL B. BARNES, et al CROWNSVILLE STATE HOSPITAL CROWNSVILLE, MARYLAND	*	
	*	EQUITY NO. 16412

* *

ANSWER OF GUARDIAN AD LITEM

ANSWER OF RALPH GREIL, GUARDIAN AD LITEM FOR EMANUEL B. BARNES, A MENTAL INCOMPETENT:

Ralph Greil, guardian ad litem of Emanuel B. Barnes, a mental incompetent, respectfully submits to this honorable court:

1. Your respondant has ascertained that Emanuel B. Barnes has been confined for a protracted period of time at Crownsville State Hospital, and is in fact a mental incompetent.

2. Your respondant as guardian ad litem, neither submits or denies the rights set forth in the bill.

3. Your respondant submits the rights of said Emanuel B. Barnes for the jurisdiction of this honorable court.

Ralph Greil, Guardian Ad Litem
of Emanuel B. Barnes

I HEREBY CERTIFY that on this day of September, 1964, a copy of this Answer Of Guardian Ad Litem was mailed to Samuel Schenker, Attorney for Plaintiff, 224 Main Street, Annapolis, Maryland.

Ralph Greil, Guardian Ad Litem
of Emanuel B. Barnes

FILED

1964 SEP 18 PM 1:27

ATTORNEY AT LAW

ANNAPOLIS, MD.

33

AFFIDAVIT OF NON-MILITARY SERVICE

LIBER 165 PAGE 144

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 15th day of September, 19 64, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, Eleanora Barnes

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.)

Harrison Barnes, Jr., David Barnes and Mary Matthews

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 15th day of September, 19 64.

Notarial Seal

Notary Public.

Bert E. Atherton

My Commission will expire on:
May 3, 1965

Filed,

FILED

1964 SEP 18 PM 1:27

34

LIBER 165 PAGE 145

Eleanora Barnes

vs.

Harrison N. Barnes, et al

No. 16,417 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Harrison N. Barnes, Jr.

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 22nd day of September 1964 by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

D. Bruce Dudley

Judge

FILED

1964 SEP 22 PM 3:12

34A

LIBER 165 PAGE 146

Eleanor Barnes

vs.

David Barnes, et al

No. 16412 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, David Barnes, 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 22nd day of September, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

[signature]

Judge

FILED

1964 SEP 22 PM 3:12

35

LIBER 165 PAGE 147

ELEANORA BARNES

vs.

MARY MATTHEWS, et al

No. 16,412 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Mary Matthews, after ~~order of publication duly published (or served)~~ (having been duly summoned), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication (or writ of summons).

It is, thereupon, this 15th day of September, 1964, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

O Brian Duckett

Judge

FILED

1964 SEP 21 AM 11:09

No. 16 412

LIBER 165 PAGE 148

FILED
JAN 22 1938
REGISTER OF WILLS
FOR ANNE ARUNDEL COUNTY, MD.

IN THE MATTER OF THE ESTATE OF MARY BARNES, DECEASED.

IN THE ORPHANS COURT FOR ANNE ARUNDEL COUNTY

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

First and Final Administration Account, by Harrison N. Barnes, Executor of the Estate of Mary Barnes, Deceased, late of Anne Arundel County, Maryland.

This Executor charges himself with the appraisement as follows:

Real Estate		$800.00
No Personal Property		

And craves the following allowances:

To Orphans Court Costs	$14.75	
To Notice to Creditors	5.00	
To Premium on Bond of Executor	10.00	
To Appraisers' Fees, Charles Pettebone and George W. Scible	8.00	
		37.25
Balance for Distribution.		$762.75

Bequest to Tenie Ellen Taylor, $300.00 less 1% Direct Inheritance Tax	$297.00	
To State Inheritance Tax	3.00	
To Harrison Barnes, value in real estate, $462.25, less 1% Direct Inheritance Tax	457.63	
To State Inheritance Tax	4.62	
	$762.25	$762.75

Harrison N. Barnes
Executor of the Estate of Mary Barnes, Deceased.

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

On this 22nd day of January, in the year 1938, came Harrison N. Barnes, the Executor of the Estate of Mary Barnes, late of Anne Arundel County, deceased, and made oath on the Holy Evangely of Almighty God (or did solemnly, sincerely and truly declare and affirm) that the aforegoing account is just and true as

37 No. 3

FILED
1964 SEP 22 AM 11:09

stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, which after examination is passed by Order of the Orphans Court.

Lucy T. Holladay
Register of Wills for Anne Arundel County

Examined and passed by Order of the Court this 25th day of January 1938.

Maynard Carr, Cy
Owain E. Owens Jr.
William B. Elliott Jr.

38

STATE OF MARYLAND

LIBER 165 PAGE 150

Anne Arundel County

I, GEORGE M. NUTWELL. Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the First and Final Administration Account

in the Estate of

Mary Barnes *late of said County deceased*

taken from the original, which is filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 18" *day of* September *in the year of our Lord, nineteen hundred and* ~~four~~ sixty-four

George M. Nutwell

Register of Wills for Anne Arundel County

39

No. 16,412

BOOK 1485 PAGE 4 LIBER 165 PAGE 151

THIS DEED, Made this 21 day of June in the year Nineteen hundred and sixty-one, by and among HARRISON N. BARNES, widower and unmarried, party of the first part, RAY M. JERMAN, party of the second part and ALLEN T. STALLINGS, party of the third part, all of Anne Arundel County, in the State of Maryland.

WHEREAS, the said Ray M. Jerman is the holder of a mortgage covering the property hereby conveyed, and other property dated December 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 727 folio 563, and unites in this deed for the purpose of releasing the property hereby conveyed, from the operation, lien and effect of said mortgage.

NOW THEREFORE THIS DEED WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations, paid by the said party of the third part to the said parties of the first and second parts the receipt whereof is hereby acknowledged, the said parties of the first and second parts do hereby grant, convey and release unto the said party of the third part, his heirs and assigns, in fee sinple;

ALL that lot, part of a lot, piece or parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County aforesaid, and described as follows, according to a plat and survey thereof made by Edward Hall, III, Registered Surveyor, May, 1961, to wit: BEGINNING for the same at an iron pipe previously set on the easternmost side of the Riva Road at the beginning of the conveyance by Charles M. Speicher and Bessie B. Speicher, his wife, to Charles Roland Stallings, Sr., Mary A. Stallings and Allen T. Stallings, by deed dated April 15, 1959, and recorded among the Land Records aforesaid in Liber G.T.C.No. 1287

Exhibit No. 4

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1964 SEP 22 AM 11:08

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folio 545; said iron pipe being on the northernmost side of a 20 foot road and at the beginning of the conveyance by John Tucker and Emma J. Tucker, his wife, to Mary H. Barnes by deed dated April 15, 1924, and recorded among the aforesaid Land Records in Liber W.N.W.No. 74 folio 390; thence leaving said beginning point so fixed and the easternmost side of Riva Road and also said 20-foot road and running reversely with the closing, or North 67 degrees 09 minutes West 372.0 foot line of said conveyance to Charles Roland Stallings, et al., and also with part of the first, or South 65 degrees 45 minutes East 1179.2 foot line of said conveyance to Mary H. Barnes South 67 degrees 09 minutes East 372.0 feet to an iron pipe previously set; thence leaving said conveyance to Allen F. Stallings and running across part of said conveyance to Mary H. Barnes, South 22 degrees 5[illegible] minutes West 175.36 feet to the center line of said 20 foot road in the North 42 degrees 30 minutes West 434.5 foot line of said conveyance to Mary H. Barnes; thence running with the centerline of said 20 foot road and the outlines of said conveyance, as now surveyed, North 43 degrees 54 minutes West 233.58 feet and North 41 degrees 24 minutes West 177.16 feet to the easternmost side of said Riva Road; thence running with the Easternmost side of said Riva Road North 42 degrees 11 minutes East 6.56 feet to the place of beginning. Containing 0.80 of an acre, more or less. Subject, however, to a 15 foot widening strip along the side of the Riva County Road; said strip dedicated to the County Commissioners of Anne Arundel County upon request for future widening of the county road.

BEING a part of the same property which was conveyed by Mary H. Barnes, widow, to the said Harrison N. Barnes, by deed dated A ril 15, 1924, and recorded among the Land Records aforesaid in Liber W.N.W, No. 74 folio 390.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said party of the third part, his heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that he will warrant specially the property hereby conveyed and that he will execute such other and further assurances thereof as may requisite.

WITNESS the hands and seals of the parties of the first and second parts.

Test as to H.N.B.
Myrtle Sturm
Myrtle Sturm

Harrison N. Barnes (SEAL)
Harrison N. Barnes

Ray M. Jerman (SEAL)
Ray M. Jerman

Test as to R.M.J.
Geneva H. Anderson
Geneva H. Anderson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 21st day of June in the year Nineteen hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Harrison N. Barnes, widower, and unmarried, and he acknowledged the aforegoing deed

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to Allen T. Stallings to be his act and deed.

Witness my hand and seal Notarial,

Myrtle Sturm
Notary Public

My Commission expires May 6, 1963

Myrtle Sturm

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 16th day of June in the year Nineteen hundred and sixty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ray M. Jerman, mortgagee, and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial,

Geneva H. Anderson
Notary Public

My Commission expires May 6, 1963

Geneva H. Anderson

Filed June 23, 1961 at 11:07 A.M.
Anderson & Anderson
See Plat on following page

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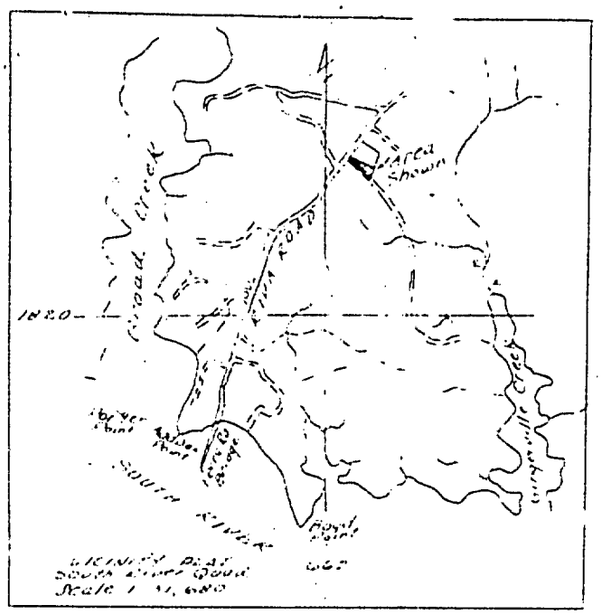

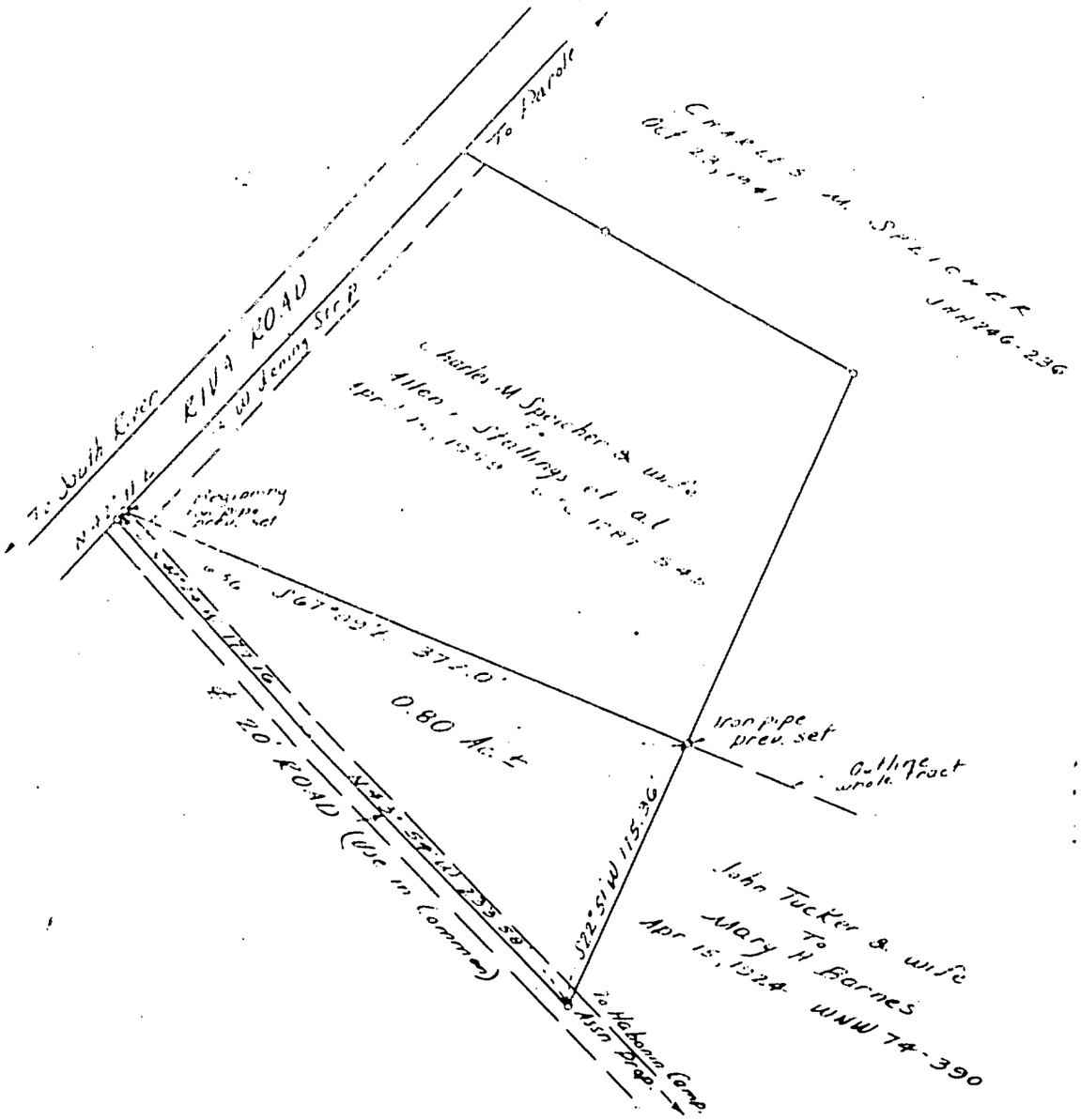

SURVEY FOR ALLEN T. STALLINGS
NEAR RIVA
2ND DIST. ANNE ARUNDEL CO., MD.
SCALE 1" = 100' MAY 1961
Edward Hall, III, Registered Surveyor
Annapolis, Maryland

2 of

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Copy of Deed + Plat is truly taken and copied from Liber GTC No. 1485 folio 4 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 21st day of September A. D., 1964.

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

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D E.H. Has Cert.

JOSEPH D. ROULHAC
ATTORNEY AND COUNSELOR AT LAW
10 SOUTH MAIN STREET
408 CORLOT BUILDING
AKRON 8, OHIO
BLACKSTONE 3-9710

October 17, 1964

Mr. Samuel Schenker
Attorney at Law
224 Main Street
Annapolis, Maryland

Re: Eleanora Barnes-vs- Emanuel B. Barnes, et al
Equity Case Number 16412

Dear Mr. Schenker:

Please be advised that this Office represents Mrs. Ruth Naomi Barnes, 676 Harvard Street, Akron, Ohio, who is the wife of one of the Defendants herein, Emanuel B. Barnes, who is an incompetent person and is a patient at the Crownsville State Hospital.

It is my understanding that the said Emanuel B. Barnes and his wife are the parents of six (6) children, all of whom now reside with my client here in Akron.

From reading the Bill Of Complaint, it would seem that the allegations therein are well taken and said real estate and personal property should be sold and distributed according to law.

So that I may best represent my client's interest and the interest of the children herein, will you please file this letter for appropriate action when funds are available for distribution. Has a Guardian been appointed for Emanuel or will one be necessary in the proceding?

Any and all information you furnish me herein will be greatly appreciated.

Very truly yours,

Joseph D. Roulhac
Attorney at Law

JDR:mh

cc: Clerk of Courts, Equity Division
Circuit Court for Anne Arundel County
Annapolis, Maryland

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1964 OCT 19 AM 10:51

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LIBER 165 PAGE 158

ELEANORA BARNES	*	IN THE
COMPLAINANT	*	CIRCUIT COURT
VS	*	FOR
EMANUEL B. BARNES, et al	*	ANNE ARUNDEL COUNTY
RESPONDENTS	*	EQUITY #16,412

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

TESTIMONY ON BEHALF OF THE COMPLAINANT

OCTOBER 19, 1964

Present:

Samuel Schenker, Solicitor for Complainant

Ralph Greil, Guardian ad litem for Emanuel B. Barnes, Respondent

Emanuel Klawans, Court Examiner and Master

Conchita D. Tuers, Court Reporter

Witnesses:

Eleanora Barnes, pages 2 - 5

William N. Baldwin, pages 6 - 8

Edward N. C. Bradley, pages 9 - 11

Refiled NUNC PRO TUNC as of February 26, 1965 (see ORDER of COURT 3-1-65)

Filed Nov 2, 1964

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(NOTICES OF TAKING OF TESTIMONY FILED AS EXAMINER'S EXHIBIT "A")

(LETTER DATED OCTOBER 17, 1964 FROM JOSEPH D. ROULHAC, ESQ. TO SAMUEL SCHENKER FILED AS EXAMINER'S EXHIBIT "B")

ELEANORA BARNES, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Schenker)

1 Would you state your name and address, please?

A Eleanora Barnes, Riva Road, Annapolis, Maryland.

2 Now Mrs. Barnes, I show you a deed from Mary H. Barnes to Harrison Barnes and ask you if you can recognize this deed?

A Yes sir.

3 And this deed is for property located on Riva Road?

A Yes sir.

4 And how much land is involved?

A 8.2 acres.

5 And what isyour relationship to Harrison M. Barnes?

A I am one of the heirs.

6 And Harrison Barnes, is he living at this time?

A No sir, he is deceased.

7 When didhe die?

A September 15, 1962.

8 And has any estate been filed on his behalf?

A No sir.

(Mr. Klawans)

9 Did he leave a Will that you know of?

A No sir.

(Mr. Schenker)

10 In what way is this property improved?

A It has a five room house and a double chicken house.

11 How much of the land involved has been cleared?

A About $5\frac{1}{2}$ acres.

12 Is this property directly on the Riva Road?

A No sir.

13 How far back is it set?

A About 500 yards.

14 And how did you reach this property?

A Well, there is a private road in there.

15 This is a gravel road?

A Yes sir.

16 Now you say that you are one of the heirs of Harrison M. Barnes. Who are the other heirs?

A Emanuel Barnes.

(Mr. Klawans)

17 Let's ask it this way. You said that he did not leave any Will?

A No sir.

18 Did he leave a widowwho survived him?

A No sir.

19 He was unmarried when he died?

A Yes sir.

20 Who are his children that were living when he died?

A Well, my brother.

21 Which one is that?

A Emanuel Barnes, Harrison Barnes, Jr., Mary Matthews, Howard Barnes, David Barnes and myself.

22 Are they all over 21?

A Yes sir.

23 Did he have any other children who died before him?

A No sir.

24 Now Emanuel Barnes is now in Crownsville State Hospital?

A Yes sir.

25 And David Barnes, is there any address known for David Barnes?

A No sir.

26 Now you have also named Teenie Ellen Taylor a defendant in this case, is it true that Mrs. Taylor had an interest in this estate

resulting from a previous will of Mary Barnes?

AA Yes sir.

27 Now I show you this Will and ask you if you can identify it?

A Yessir.

28 Now who has been occupying this property?

A I have.

29 And under what arrangements?

A Well, I am taking care of the place.

30 In other words, youare the care taker?

A Yes sir.

31 And what should be done with the property in your opinion?

A I think it should be sold.

32 And can this property be divided without selling it?

A No sir.

(Mr. Klawans)

33 Why not?

A Well, my brother, my youngest brother is away and his address is unknown and we can't get a clear title for the place.

34 No, I mean, why couldn't you just give each of them a piece of this land?

A Well, there is a mortgage on the place.

35 Any other reasons, why youcouldn't give each of them just an equal piece of this land?

(Mr. Schenker)

36 The Examiner has asked you if theproperty can be divided into 5 or 6 equal parts depending on the interest of the various parties and you have answered no, would that be because of the fact that there is a house and a chicken house on the property which represents a good deal of the value of the property that cannot be divided?

A Yes sir.

(Mr. Klawans)

37 Is all of the land of equal value? Is all of the land, one part as good as another?

A Well, I think it is a little pond there.

(Mr. Schenker)

38 What is the value of the property, in your opinion?

A I think it is about $15,000.

(Mr. Klawans)

39 Did Harrison Barnes ever have any other children than those you have named?

A No sir.

40 And all of these children are still living?

A Yes.

(Mr. Griel)

1 Do you believe that it wouldbe for the advantage of Mr. Emanuel Barnes for this property to be sold?

A Yes.

50

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 Eleanora B. Barnes

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WILLIAM N. BALDWIN, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Schenker)

1 Will you give your name andaddress, please?

A William N. Baldwin.

2 Where do you live?

A 180 Prince George Street, Annapolis, Maryland.

3 And in what business are you engaged, Mr. Baldwin?

A I am retired at the present time.

4 Now have you --

(Mr. Klawans)

5 What isyour experience in the evaluation of real estate in the vicinity of Riva, Anne Arundel County?

A Well, for 10 years I would say that I havebeen appraising for the purpose of tax purposes in the Orphan's Court, property in Anne Arundel County.

(Mr. Schenker)

6 Would that include real and personal property?

A Real and personal property.

(Mr. Klawans)

7 And also for building and loan associations?

A Notvery often, but I have.

(Mr. Schenker)

8 How frequently during the course of a month would you make an appraisal?

A Well, just -- I'd say about seven -- about eight times a month.

9 Have you had an occasion to appraise real estate such as the property in question here that belongs to the Estate of Harrison Barnes?

A Yes.

10 And this would be described as Rural property?

A Yes.

(Mr. Klawans)

11 Have you examined this property?

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A Yes.

12 When?

A The specific date, Mr. Klawans, I don't know the specific date.

13 About when?

A It was about a month ago.

14 Now what does the property consist of?

A It consists of acreage improved by a dwelling and one outbuilding.
(Mr. Schenker)

15 And was thisoutbuilding a chicken house?

A It had been used for a chicken house, yes.

16 Would you describe the chicken house?

A It was a concrete block building, I imagine 50 feet long.

17 Approximately how wide?

A About, I'd say, 18 feet wide.

18 What about the main building, thehouse?

A The main building was a bungalow, five rooms. It has five rooms, I am not sure about that now, but it was very much in need of repair.

19 Now was the -- how much acreage would you approximate had been cleared?

A Eight acres, I think the record shows it is eight acres and I'd say five acres is clear.

20 And what, in your opinion, is its present value?

A Of the acreage and improvements?

21 Acres and improvements?

A $14,500.

22 How did you arrive at that figure?

A Well, the acreage at $1500 an acre for 8 acres. And the house, about $3,000.

23 Somewhere between fourteen five and fifteen thousand?

A Just about. And the chicken house would take up the difference. I

think possibly the chicken house would run about $500.

(Mr. Klawans)

24 Can this land be divided in kind between five or six heirs?

A I wouldn't think so.

25 Why not?

A The property, as I say, has a house and a chicken house on it and that would be on the main site that is there. And it would be a difficult problem, I think, to satisfy all of the heirs by making the physical distribution of what is there.

(Mr. Schenker)

26 And would it be to the best interest of the heirs to sell the property?

A I think so, in my opinion.

27 And if it was sold that the money should then be divided among the heirs?

A Oh, definitely.

GREIL: No questions.

QUESTION BY THE EXAMINER:

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

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

Answer No

Signature [illegible]

EDWARD N. C. BRADLEY, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Schenker)

1 What is your name?

A Edward N. C. Bradley.

2 And your address?

A 500 Central Ave., Glen Burnie.

3 Are you engaged in the appraisal business?

A I am.

4 Appraisal of real estate?

A Real estate.

5 And how long have you been so engaged?

A Approximately 15 years.

6 Are you familiar with values of real estate -- of property in Anne Arundel County?

A I am.

7 Are you familiar with property in the area of Riva Road?

A Yes, I have checked it lately.

8 And are you familiar with the property belonging to the estate of Harrison M. Barnes located off of the Riva Road?

A I am.

9 Did you have occasion to examine that property recently?

A I did.

10 And for what purpose did you examine the property?

A For establishing an appraised value.

11 And you are here today to give testimony as to the value that you placed on said property?

A Correct.

12 How would you describe the property?

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A Well, it is about a half of a mile off of the main road, mostly wooded. It has an old house and an outbuilding on it.

13 And the outbuilding you refer to was previously a chicken house, is that true?

A Chicken house, that is correct.

14 Do you have any idea of the house of that chicken house?

A I'd say 20 x 30, something like that.

15 And what construction?

A It was partly block and frame.

16 How about the house, would you describe that in detail?

A It was an old frame house, in poor condition.

17 Now what, in your opinion, is the value of this property?

A What I came up with was about $14,500 to $15,000. I established the price of $14,500 ---

18 Now how did you arrive at that figure?

A Well, I took into consideration the sales around in that area, the condition of the property, thelocation off the road and that is how I arrived at the value of the property.

19 Do you believe that this property is susceptable of division in kind without injury to others?

A No.

20 And would it be to the best interest of the owners to sell the property?

A I think it would.

21 And in that case the proceeds divided among the owners?

A That is right.

22 Why do you say that theproperty cannot be divided in kind?

A Well, it wouldn't pay to divide it because of the situation and the contour of the ground and the outside perimeterof the ground.

5 7

(Mr. Klawans)

23 There are about five or six heirs, could the property be divided in kind equally among them so that each would have an equal value?

A Well, if it were a vacant property, it could be done very well but with the buildings on it, I would think it would be a little problem.

24 Would it be an impossibility?

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 Earl N. Bradley

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

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

Witness my hand and seal this 2nd day of ~~October,~~ November 1964

Emanuel Klawans (SEAL)
Examiner

Emanuel Klawans

E. K. $~~25~~.00 30.00

C. T. $11.00 Pd. C. T.

P. O. BOX 208

TELEPHONE COlonial 3-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 173

REAL ESTATE

October 5, 1964

Mr. Harrison N. Barnes, Jr.
315 - ½ Dean's Street
Akron, Ohio

RE: Equity # 16412

Dear Mr. Barnes:

A hearing has been set for Monday, October 19, 1964, at 4:00 P.M. in the stenographer's room at the Annapolis, Court House, Annapolis, Maryland, for the purpose of taking testimony in the partition matter.

If you so desire, you may be present. If you have any questions please contact my office.

Very truly yours,

Samuel Schenker

SS/ek

Filed Nov 2, 1964 Eth A

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P. O. BOX 208

TELEPHONE COlonial 3-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 174

REAL ESTATE

October 5, 1964

Mrs. Mary Matthews
137 Bestgate Road
Annapolis, Maryland

RE: Equity # 16412

Dear Mrs. Matthews:

A hearing has been set for Monday, October 19, 1964, at 4:00 P.M. in the stenographers room at the Court House, Annapolis, Maryland, for the purpose of taking testimony in the partition matter.

If you so desire, you may be present. If you have any questions please contact my office.

Very truly yours,

Samuel Schenker

SS/ek

P. O. BOX 208

TELEPHONE COlonial 3-2354

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MARYLAND

LIBER 165 PAGE 175

REAL ESTATE

October 5, 1964

Howard Barnes
Parole Street
Annapolis, Maryland

RE: Equity No. 16412

Dear Mr. Barnes:

A hearing has been set for Monday, October 19, 1964, at 4:00 P.M. in the stenographers room at the Court House, Annapolis, Maryland, for the purpose of taking testimony in the partition matter.

If you so desire, you may be present. If you have any questions please contact my office.

Very truly yours,

Samuel Schenker

SS/ek

JOSEPH D. ROULHAC
ATTORNEY AND COUNSELOR AT LAW
10 SOUTH MAIN STREET
405 CORLOT BUILDING
AKRON 8, OHIO
BLACKSTONE 3-9719

LIBER 165 PAGE 176

October 17, 1964

Mr. Samuel Schenker
Attorney at Law
224 Main Street
Annapolis, Maryland

Re: Eleanora Barnes-vs- Emanuel B. Barnes, et al
Equity Case Number 16412

Dear Mr. Schenker:

Please be advised that this Office represents Mrs. Ruth Naomi Barnes, 676 Harvard Street, Akron, Ohio, who is the wife of one of the Defendants herein, Emanuel B. Barnes, who is an incompetent person and is a patient at the Crownsville State Hospital.

It is my understanding that the said Emanuel B. Barnes and his wife are the parents of six (6) children, all of whom now reside with my client here in Akron.

From reading the Bill Of Complaint, it would seem that the allegations therein are well taken and said real estate and personal property should be sold and distributed according to law.

So that I may best represent my client's interest and the interest of the children herein, will you please file this letter for appropriate action when funds are available for distribution. Has a Guardian been appointed for Emanuel or will one be necessary in the proceding?

Any and all information you furnish me herein will be greatly appreciated.

Very truly yours,

Joseph D. Roulhac
Attorney at Law

JDR:mh

cc: Clerk of Courts, Equity Division
Circuit Court for Anne Arundel County
Annapolis, Maryland

Filed ~~Nov. 2, 1964~~ Eth B

63

ELEANORA BARNES, : No. 16,412 Equity

Plaintiff, In The Circuit Court For LIBER 165 PAGE 177

v Anne Arundel County.

EMANUEL B. BARNES,

Defendant.

REPORT OF EXAMINER-MASTER

This is an action for partition sale of land. The bill of complaint also sought sale of personalty, but none is shown in the evidence.

The evidence shows that Harrison N. Barnes owned 8.2 acres of land, more or less, in Anne Arundel County, when he died intestate in 1962. His estate has not been administered, and notice to creditors has not been published.

One acre of the land, and the dwelling house, are subject to a life estate in Tenie Ellen Taylor, now 68 years old. She has filed her consent that the land be sold, but requests that her life estate be valued by the Court and that she be allowed its value out of the proceeds of sale.

Harrison N. Barnes was not survived by any wife. His children are:- (1) EleanoraBarnes, (2) Harrison N. Barnes, Jr, (3) Howard Barnes, (4) Mary Matthews, (5) David Barnes, and (6) Emanuel B. Barnes. All of them are over 21 years of age.

Eleanora Barnes and Howard Barnes have appeared in this action. Decree pro confesso has been granted against Mary Matthews and Harrison N. Barnes, Jr., after proper proceedings by which their interests in the property have become subjected to the jurisdiction of the Court.

1964 DEC -2 PM 12:34 FILED

Order of publication was duly published against David Barnes, military affidavit was filed, affidavit of unsuccessful attempt to locate him and give him actual notice was filed, and decree pro confesso was granted against him. However, the record and evidence show that it is not known whether he is living or dead; and that he has a living wife in Baltimore City. The order of publication was not addressed to his unknown heirs, devisees, personal representatives, as required by Rule 180b. The wife should be made a party to this action, as also any children or descendants of deceased children. There still would remain the question whether he left a will. All of this can be obviated if it be ascertained that he is alive.

Emanuel B. Barnes is a patient at Crownsville State Hospital. Two practicing physicians or neuropsychiatrists certified on May 8, 1964 and again as of June 12, 1964, that he is totally and permanently incapable mentally of managing his property or making a valid deed or contract, because of chronic schizophrenic paranoid condition; and that it would serve no useful purpose to present him as a witness at a hearing into his menval competency, and it is recommended that this not be done. A summons and copy of the bill of complaint have been served upon him, and a guardian ad litem has been appointed, and has filed answer submitting his rights to the jurisdiction of the Court. However, Rule 119 requires that a copy of summons and complaint also be served upon the person having custody of his person or estate, in this case Crownsville State Hospital, which does not appear to have been done.

A claim has been filed on behalf of the nonresident wife and children of Emanuel B. Barnes, against his share of proceeds of sale. (Code, Art. 16 sec. 135, supplement. See also 215 Md 530, 137 A. 2d 704).

Notices of taking testimony were duly given, and testimony was taken which shows that the realty is located about 500 yards off of Riva Road, reached by private road, contains about 8.2 acres of which some 5 acres are cleared, is improved by a dwelling badly in need of repair, and by a chicken coop about 18' x 30-50'. Two real estate appraisers value the property at $14,500 to $15,000, as does the plaintiff also. Land is valued at $1500 per acre, the dwelling at $3,000, the chicken coop at $500. The cleared land constitutes the site of the house. It is testified that the property is not susceptible of division in kind because the house and chicken house make it difficult to satisfy all the heirs by division in kind. It is also testified that it would be to the best interests of the heirs to sell the property and divide the proceeds; and for the advantage of Emanuel B. Barnes that the property be sold. As he derives no use or benefit at present, incurs liability for taxes, and the house is going to ruin, sale would appear to be for his interest and advantage.

11/2/64 The testimony was filed.

11/13/64 The case will be ready for decree. It is recommended that the property be decreed to be sold, and sale found for the interest and advantage of the incompetent, and property found insusceptible of division in kind; provided abpve procedural questions first be cleared away.

Emanuel C. K. Cromwell
Master In Chancery

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LIBER 165 PAGE 179

ELEANORA BARNES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
EMANUEL B. BARNES, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 16412

* *

PETITION

The Petition of Eleanora Barnes by her Solicitor, Samuel Schenker, respectively shows to this Honorable Court, that it has come to the attention of your Petitioner that David Barnes, whose address is unknown, (and it being unknown that he be living or dead), has a wife named Gloria Barnes, whose address is unknown, and further that the said David Barnes and Gloria Barnes may have had children whose names and addresses are unknown to your Petitioner.

WHEREFORE your Petitioner prays that the said Gloria Barnes and any and all children of the said David Barnes and Gloria Barnes and any and all unknown heirs or devisees of the said David Barnes be made parties defendant to this case as in duty bound.

Samuel Schenker
Solicitor for Plaintiff

FILED
1964 DEC 10 PM 3:18

ORDER

Upon the foregoing Petition it is this 11th day of December, 1964, ordered and decreed by the Circuit Court of Anne Arundel County in equity, that the following named parties be made party defendants to this cause. Gloria Barnes and any and all children of the said David Barnes and or Gloria Barnes and

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SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

66

any and all unknown heirs or devisees of the daid David Barnes, and it is also Ordered that the original Order of Publication issue against such parties defendant.

Judge

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

LIBER 165 PAGE 181

ELEANORA BARNES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
GLORIA BARNES, ET AL	*	ANNE ARUNDEL COUNTY
Defendant	*	
	*	EQUITY NO. 16412

* *

ANSWER

THE ANSWER OF GLORIA BARNES, respectfully represents unto this Honorable Court:

1. That she has read the Bill of Complaint filed in the above captioned cause and the Petition amending the Bill of Complaintand the Order attached thereto, as filed in the above captioned cause.

2. That she admits the allegations set forth in said Bill of Complaint and Petition with Order attached thereto.

3. That she was married to David Barnes on September 16, 1953, in Baltimore City, State of Maryland, and there is attached hereto a certified copy of said marriage certificate.

WHEREFORE having fully answered said Bill of Complaint and said Petition with Order of Court, she respectfully submits her rights to the jurisdiction to this Honorable Court.

Ralph S. Greil
Solicitor

Gloria Barnes
Defendant

BALTIMORE CITY, STATE OF MARYLAND, TO WIT:

I hereby certify that on this 30 day of January, 1965, before me, a Notary Public, personally appeared Gloria Barnes and made oath in due form of law that the facts set forth in the aforegoing matter are true, to the best of her knowledge, information and belief.

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1965 FEB 24 PM 3:30

Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

68

LIBER 165 PAGE 182

ORDER

Upon the foregoing Petition it is this 25th day of ~~January~~ February, 1965, ordered by the Circuit Court of Anne Arundel County in equity, that Ralph S. Greil be and is hereby appointed Ad Litem to make answer for each of the infants, defendants referred to in said Petition.

Judge

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

FILED
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69

LIBER 165 PAGE 183

ELEANORA BARNES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
GLORIA BARNES AND CHILDREN:	*	ANNE ARUNDEL COUNTY
DAEEN BARNES	*	
DEBORA BARNES	*	EQUITY NO. 16412
BERNICE BARNES	*	
DAVID BARNES, JR.	*	
JOSEPH BARNES	*	
KEVIN BARNES	*	
ET AL	*	
Defendants	*	

* *

PETITION

The Petition of Eleanora Barnes by her Solicitor, Samuel Schenker, respectively shows to this honorable court, that service by Summons has been obtained on Daeen Barnes, Debora Barnes, Bernice Barnes, David Barnes, Jr., Joseph Barnes, Kevin Barnes, all infants, said service being made on Gloria Barnes, 2143 Hollins Street, Baltimore, Maryland, their Mother and next friend.

WHEREFORE your Petitioner prays that this Honorable Court, appoint a Guardian Ad Litem to answer the Bill of Complaint, for and on behalf for each of the said infants, Defendant.

Samuel Schenker
Solicitor for Plaintiff

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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LIBER 165 PAGE 184

ELEANORA BARNES		IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
GLORIA BARNES AND CHILDREN:	*	ANNE ARUNDEL COUNTY
	*	
DAEEN BARNES	*	
DEBORA BARNES	*	EQUITY NO. 16412
BERNICE BARNES	*	
DAVID BARNES, JR.	*	
JOSEPH BARNES	*	
KEVIN BARNES	*	
ET AL	*	
Defendants	*	

* *

ANSWER

THE ANSWER OF RALPH S. GREIL, GUARDIAN AD LITEM for the Infants Defendants named and referred to in the Order of this Court dated this 25th day of February, 1965; respectfully submits to this Honorable Court:

1. That all of said Infant, Defendants, being Infants, neither admits nor denies the allegations set forth in the said Bill of Complaint and Petition amending the Bill of Complaint with the Order attached thereto.

Ralph S. Greil
Guardian Ad Litem

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

I hereby certify that on this 26th day of February, 1965, before me, a Notary Public, personally appeared Ralph S. Greil

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SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

71.

and made oath in due form of law, that the matters and facts sets forth in the foregoing answer, are true to the best of his knowledge, information and belief.

Bert E. Schenker

Bert E. Schenker, Notary Public

My Commission Expires:
May 3, 1965

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

LIBER 165 PAGE 186

ELEANORA BARNES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
GLORIA BARNES, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	
	*	EQUITY NO. 16412
	*	

* *

PETITION

The Petition of Eleanora Barnes by Samuel Schenker, her Solicitor, respectfully represents unto this Honorable Court:

1. That testimony was taken on the cause on the 3rd day of November, 1964.

2. That by an Order of this Honorable Court December 11, 1964, certain additional respondents were named ~~petitioners~~ parties to the above captioned cause as ~~are fully aware as to~~ will appear by reference to such order.

WHEREFORE your petitioner prays that the testimony taken in this cause be filed nunc pro tunc as of February 26, 1965

Samuel Schenker
Samuel Schenker

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

I hereby certify that on this 26th day of February, 1965, before me, a Notary Public, personally appeared Samuel Schenker, and made oath in due form of law, that the facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Bert E. Schenker
Bert E. Schenker, Notary Public

My Commission Expires:
May 3, 1965

FILED
1965 FEB 26 PM 3:59

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

B

LIBER 165 PAGE 187

ORDER

Upon the foregoing Petition and Affidavit it is this 26th day of February, 1965, Ordered by the Circuit Court of Anne Arundel County in Equity that the testimony taken in this cause be filed nunc pro tunc as of 26th day of February 1965.

Judge

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SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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ELEANORA BARNES	LIBER 165 *PAGE 188	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
GLORIA BARNES, ET AL	*	ANNE ARUNDEL COUNTY
Defendant	*	
	*	EQUITY NO. 16412

* *

PETITION

The Petition of Eleanora Barnes by Samuel Schenker, her Solicitor, respectfully represents unto this Honorable Court:

1. By an order of this Honorable Court dated December 11, 1964, Gloria Barnes and any and all Children of David Barnes and or Gloria Barnes, and any and all unknown heirs or devisees of the said David Barnes were made parties to this cause and it was also further ordered that the original order of Publication issue against said parties defendants.

2. At the time of the passage of such Order the said Defendants named in said Order could not be located, but since that time all the said Defendants named in the Order have been located and service has been obtained on each and every one of them and each and every one of said defendants have made answer in this cause.

WHEREFORE your Petitioner prays that such part~~ies~~ of the Order of this Honorable Court of December 11, 1964 ~~was~~ Ordered that the "Original" Order of Publication ~~issue~~ be published against such Parties defendants." be RESCINDED.

Samuel Schenker
Samuel Schenker
Solicitor

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1965 FEB 26 PM 3:59

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

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LIBER 165 PAGE 189

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

I hereby certify that on this 26th day of February, 1965, before me, a Notary Pkublic, personally appeared Samuel Schenker, and made oath in due form of law, that the facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Bert E. Schenker

Bert E. Schenker, Notary Public

My Commission Expires:

May 3, 1965

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

7.6

LIBER 165 PAGE 190

ORDER

Upon the foregoing affidavit and Petition it is this 26th day of February, 1965, ordered by the Circuit Court of Anne Arundel County in Equity that such part of the Order of this Court passed on December 11, 1964 as " Ordered that the original Order of Publication ~~shall~~ be published against such parties defendant".

be and it is hereby recinded.

Judge

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SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

77

ELEANORA BARNES, : No. 16,412 Equity

Plaintiff, In The Circuit Court For LIBER 165 PAGE 191

v Anne Arundel County.

EMANUEL B. BARNES,

Defendant.

SUPPLEMENTAL REPORT OF MASTER IN CHANCERY

Heirs at law of Harrison N. Barnes seek a partition sale of his realty in Anne Arundel County.

Harrison N. Barnes died intestate in 1962. His personal estate has not been administered, and notice to creditors has not been published. He owned 8.2 acres, more or less, improved by a dwelling, subject to a life estate of Tenie Ellen Taylor, age 68, in one acre and the dwelling. She consents to sale of the fee simple estate in the entire property, and requests that the Court value her estate and that she be given its value out of the proceeds of sale.

He was a widower. His children are the following, all of whom are over age 21:- (1) Eleanora Barnes, (2) Harrison N. Barnes, Jr., (3) Howard Barnes, (4) Mary Mathhews, (5) David Barnes, (6) Emanuel B. Barnes. As stated in the prior report, the Court has jurisdiction over all of them and their interests in this realty, except David Barnes and Emanuel B. Barnes hereinafter discussed.

The realty cannot be divided in kind without loss. Two experts value it at $14,500 to $15,000.

The nonresident wife and children of Emanuel B. Barnes have filed claim against his share of proceeds of sale. (Supplement to Code, Art 16 sec 135. 215 Md 530, 137 A. 2d 704).

1.

Emanuel B. Barnes is non compos mentis, in Crownsville State Hospital, incurable. Process had been served upon him, but not upon the institution which had his custody as required by Rule 119. The return of the Sheriff has been amended to show that process also had been served upon the institution, so the Court has jurisdiction over him and his rights in the realty. Guardian ad litem has been appointed and has filed answer.

FILED

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It is not known whether David Barnes is living or dead, or where he is. When last heard of, he was in Florida. He was proceeded against by order of publication addressed to him, but not addressed to his unknown heirs, devisees, and personal representatives as provided in Rule 180b.

Rule 180a provides that "he may be named as a party as if living". Rule 180b provides that his successors in interest "may be made a party defendant and, if unknown, described as the unknown heir, devisee or personal representative of such person".

Process has been served upon persons plaiming to be his wife and children, and the wife has filed answer, and a guardian ad litem has been appointed for the children and has filed answer. There is no evidence that these in fact are his wife and children, or all of his children, but for reasons stated below this need not be decided for purpose of decree for sale.

Under former statute, David Barnes would have been proceeded against as if living. (Miller Equity Procedure sec. 126 p. 162). Rule 180a apparently is intended to make no change in that statutory provision. That he may be proceeded against as if living negatives any intention that the provision of 180b for making his unknown successors parties be mandatory and shows that the latter is merely permissive, for if he be deemed living his successors to his interest have no rights in his realty. Unknown successors in interest are not necessary parties because a decree for sale does not decide who has title to the property and does not preclude any existing unknown heirs, devisees, or personal representatives from subsequently asserting any title they may have to the realty or its proceeds of sale. (Savary v Da Camera, 60 Md 139, 145-147). The decree merely decides whether or not there shall be a partition sale of the realty, and as those who already are parties are entitled to such sale without regard to the wishes of possible other co-owners decree for sale may be granted without order of publication addressed to unknown devisees, heirs, personal representatives of David Barnes.

As the rights of David Barnes have been subjected to jurisdiction of the Court by order of publication duly published, and decree pro confesso against him, the decree herewith submitted is recommended.

E. Clawans
Master In Chancery

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ELEANORA BARNES, : No. 16,412 Equity

Plaintiff, In The Circuit Court For LIBER 165 PAGE 193

vs. Anne Arundel County.

EMANUEL B. BARNES, ET AL, :

Defendants.

DECREE

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

It is thereupon, this 26th day of May, 1965, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed:-

1. That the realty and personalty mentioned in these proceedings cannot be divided in kind without loss or injury to the parties in interest and it is to their advantage that same be sold and the proceeds divided.

2. That said property be sold at public or private sale, and if at private sale, for not less than fifteen thousand dollars ($15,000) the appraised value thereof testified to by the appraisers. That Samuel Schenker and Ralph Greil are hereby appointed trustees to make such sale and the course and manner of their proceedings shall be as follows:- They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the Clerk of this Court in the penalty of fifteen thousand dollars ($15,000) conditioned for faithful 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 sale and if at public sale by giving notice of the time, place, and terms of sale by advertisement in a newspaper published in this County, at least once in each of three successive weeks, the first such publication to be not less than twenty days prior to sale and the last such publication to be not more than one week prior to sale, and such other notice as the trustees may think proper, the terms of sale to be a deposit of 10% of the sales price to be paid cash on the day of sale and the balance cash on final ratification of sale by this Court, or all cash at option of purchaser, deferred payment to bear interest from date of sale at rate of 6% per annum, all documentary stamps to be paid by purchaser.

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As soon as may be convenient after sale, the trustees shall return to this Court a full and particular account of the sale with an affidavit of the truth of the matters stated and of the fairness of the sale, annexed thereto. Upon ratification of the sale by this Court and payment of the whole sales price, and not before, the Trustees, by good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser of the property, and his, her or their heirs, the property so sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from, or under them, or any of them.

The trustees shall give 90 days' notice to the creditors of all deceased parties in interest not heretofore granted in the administration of their estates. Upon giving this notice by the trustees and upon expiration of 90 days after the said notice to creditors, the purchaser or purchasers of the property mentioned in these proceedings shall be required to accept title thereto, and no claim not filed within the period specified in the notice shall thereafter be asserted against such real estate in the hands of the purchaser or purchasers at such sale, his, her or their heirs and assigns.

The trustees shall bring into this Court the money arising from said sale, to be distributed under direction of this Court, after deducting therefrom the cost of this suit and such commissions to the trustees as this Court think proper to allow.

George Sachse, Judge

81

22056 B

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y. LIBER 13 PAGE 180

LIBER 165 PAGE 195

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

ROYAL-GLOBE INSURANCE

Bond No. 457700

No. 16,412 EQUITY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL SCHENKER and RALPH GREIL ---------- 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 FIFTEEN THOUSAND AND NO/100 ($15,000.00) DOLLARS ---------- 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 7th day of June 1965 .

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled Eleamora Barnes vs. Emanuel B. Barnes, et al, No. 16,412 Equity ---------- dated May 26, , 1965, Samuel Schenker and Ralph Greil ---------- were appointed Trustees to make sale of the property described in said proceedings, and the said Samuel Schenker and Ralph Greil ---------- 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.

Samuel Schenker (SEAL)
Samuel Schenker

WITNESS:

Ralph Greil (SEAL)
Ralph Greil

GLOBE INDEMNITY COMPANY, a body corporate

Ethel M. Carle
Ethel M. Carle

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

SURETY

Bond approved this 7th day of June, 1965

Louis N. Phipps, Clerk

FILED

1965 JUN 7 AM 10:57

82

Samuel Schenker, Solicitor
224 Main Street
Annapolis, Maryland
Ralph S. Greil, Solicitor
144 Gloucester Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, CASE NO. 16,412, ELEANORA BARNES, vs. EMANUEL B. BARNES, ET AL.

ADJUDGED, ORDERED AND DECREED, by the Court this 15th day of June, 1965, that the said SAMUEL SCHENKER and RALPH S. GREIL, Trustees, give notice to all persons or corporations, resident and nonresident, having claims against any of the following deceased persons, namely: HARRISON M. BARNES and DAVID BARNES, warning them to exhibit the same with the vouchers thereof legally authenticated to the Clerk of the Circuit Court of Anne Arundel County on or before the 27th day of September, 1965, by causing a copy of this Order to be published in some weekly newspaper, published in Anne Arundel County, once a week for three successive weeks before the 26th day of July, 1965.

George Sachse
Judge

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

FILED
1965 JUN 15 PM 3:39

83

SAMUEL SCHEN" "R
Solicitor
224 Main Street
Annapolis, Maryland

Trustee's Sale

OF VALUABLE ACREAGE WITH FRAME HOUSE THEREON

OFF RIVA ROAD — ONE MILE FROM SCIENCE CENTER

By virtue of a Deerec of the Circuit Court for Anne Arundel County (In Equity) Case No. 16,412, the undersigned Trustees will sell at public auction at the Court House Door, Annapolis, Maryland, on

WED., JUNE 30, 1965 AT 11:00 A.M. - E.D.S.T.

8.15 acres of land more or less off Riva Road, Second Eleetion District, in Anne Arundel County, Maryland, and described as follows:

All that lot of ground and improvements, situate in the Second Election District of Anne Arundel County. Beginning for the same at a stake on the east side of the County Road leading from Annapolis to Taylorsville and on the north side of a road 20 feet wide, leading through the property of John Tucker to that of Doctor Duff. Said point of beginning, being at the end of the eleventh line of the deed of Partition between Samuel Tucker and John Tucker, reeorded in JCB 1, folio 269, thence South 65 degrees 45 minutes East 1179.2 feet to a post, thence South 23 degrees 20 minutes West 827.1 feet to the center of said private road, thenec running up said private road, North 17 degrees 40 minutes West 149.1 feet, north 11 degrees 06 minutes West 117.5 feet, North 29 degrees 35 minutes West 316.5 feet, North 21 degrees 50 minutes West 188.7 feet, North 36 degrees 15 minutes West 92.2 feet, North 42 degrees 30 minutes West 434.5 feet North 40 degrees West 191.4 feet to the eenter of the aforesaid County Road, thence South 65 degrees 45 minutes East 15 feet to the begeinning. Containing 9.05 acres. Saving and exeepting therefrom 0.80 Acres, more or less, conveyed by Harrison M. Barnes, widower, et al. to Allen T. Stallings, by deed dated June 21, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1485, folio 4, leaving 8.15 acres of land more or less.

TERMS OF SALE: Cash. Deposit of 10 per cent (or all cash at option of purchaser), will be required of the purchaser at the time and place of sale, balanee of purchase price upon the ratification of sale, by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purehase money from date of sale to date of settlement. Taxes, water rent and all other publie charges, if any, to be adjusted to date of dale. All Federal, State and County revenue stamps and transfer taxes to be paid by the purchaser.

No. 84

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 197

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 30, 1965

We hereby certify, that the annexed

Trustee's Sale
Eq. 16,412
Off Riva Road

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 30th day of June, 1965. The first insertion being made the 7th day of June, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IMPROVEMENTS: Frame house and masonry chicken house.

IMPORTANT: The Trustees are authorized by a decree of Court to sell this property at private sale if they so desire. Offers for the land will be accepted at the office of the Trustees.

RALPH S. GREIL
And
SAMUEL SCHENKER
Trustees
ROBERT CAMPBELL
Auctioneer Ju-29

GLOBE INDEMNITY COMPANY

A New York Corporation New York, N. Y.

LIBER 13 PAGE 198

LIBER 165 PAGE 199

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

Bond No.

Equity #16,412

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel Schenker and Ralph Greil, 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 Four Thousand and 00/100 Dollars ($4,000.00), current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this 30th day of June, 1965.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County in a cause entitled Eleanora Barnes vs. Emanuel B. Barnes, etal, No. 16,412 Equity, dated May 26, 1965, the said Samuel Schenker and Ralph Greil were appointed Trustees to make sale of the propertydescribed in said proceedings, and the said Samuel Schenker and Ralph Greil have 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 Trustees shall faithfully perform and execute the trust reposed in them or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Samuel Schenker (SEAL)
Samuel Schenker PRINCIPAL

Ralph Greil (SEAL)
Ralph Greil PRINCIPAL

Bond approved this 1st day of July, 1965
Louis N. Phipps, Clerk
Ethel M. Carle
Ethel M. Carle

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins
John H. Hopkins, IV, Attorney-in-fact
SURETY

FILED

ELEANORA BARNES	*	IN THE
Plaintiff	LIBER 165 PAGE 200	CIRCUIT COURT
vs	*	FOR
EMANUEL B. BARNES, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 16,412

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

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that on Wednesday, June 30, 1965, I sold the property known as 8.15 acres of land more or less off Riva Road, Second Election District, Anne Arundel County, Maryland, as described in the attached advertisement of sale to Orville Lee Bowen & Dorothy K. Bowen, his wife, and I further certify that the sale was fairly made.

Robert H. Campbell,
Auctioneer

PURCHASERS AGREEMENT

We hereby certify that we, Orville Lee Bowen, and Dorothy K. Bowen, his wife purchased the property known as 8.15 acres of land more or less off Riva Road, Second Election District, Anne Arundel County, Maryland, as described in the attached advertisement of sale from Samuel Schenker, Attorney named Trustee, and Ralph Greil, Attorney named Trustee, at and for the sum of Nineteen Thousand ($19,000.00) dollars, and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

Orville L. Bowen

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

FILED

1965 JUL -2 PM 3:34

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY MARYLAND
Sitting as a Court of Equity

LIBER 165 PAGE 201

ELEANORA BARNES	*	IN THE
Plaintiff	*	CIRCUIT COURT
vs	*	FOR
EMANUEL B. BARNES, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 16,412

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

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND)
) ss:
COUNTY OF ANNE ARUNDEL)

KNOW ALL MEN BY THESE PRESENTS:

That before me, the subscriber, a Notary Public in and for the County and State aforesaid personally appeared Orville Lee Bowen , purchaser in the above mentioned Equity proceedings and did make affidavit and oath, in due form of law, that in pursuance to the Maryland Rules of Procedure, Rule BR 6, Subsection b3, that he is not acting as agent for anyone and that there are no other principals interested in the purchase of this property under this Trustees sale, other than the purchaser set forth herein, and that he does further make affidavit and oath, in due form of law, that he nor any of his agents, servants or employees, have not directly or indirectly discouraged anyone from bidding for the said property contained in Equity proceedings No. 16,412 in the Circuit Court for Anne Arundel County, Maryland.

Orville L Bowen
Orville Lee Bowen

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

Bert E. Schenker
Bert E. Schenker, Notary Public

My Commission Expires:
July 1st, 1967

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

FILED
1965 JUL -2 PM 3:34

ELEANORA BARNES	*	IN THE
Plaintiff	LIBER 165 PAGE 202	CIRCUIT COURT
vs	*	FOR
EMANUEL B. BARNES, ET AL	*	ANNE ARUNDEL COUNTY
Defendants	*	
		EQUITY NO. 16,412

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

REPORT ON SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Samuel Schenker and Ralph Greil, Trustees, appointed by the Circuit Court for Anne Arundel County, Annapolis, Maryland, in Equity # 16,412 for purpose of selling the hereinafter described property at a public sale, said property being known as 8.15 acres of land more or less off Riva Road, Second Election District, Anne Arundel County, Maryland, the proceeding in said cause mentioned respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notices of the time, place, manner and terms of sale by advertisement in the "Evening Capitol", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland on Wednesday, June 30, 1965, at 11:00 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 these proceedings, to wit;

ALL that property situated in Anne Arundel County, Maryland and described as follows:

ALL THAT LOT of ground and improvements, situate in the Second Election District of Anne Arundel County. Beginning for the same at a stake on the east side of the County Road leading from Annapolis to Taylorsville and on the north side of

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1965 JUL -2 PM 3:33

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

88

a road 20 feet wide, leading through the property of John Tucker to that of Doctor Duff, said point of beginning, being at the end of the eleventh line of the deed of Partition between Samuel Tucker and John Tucker, recorded in JCB 1, folio 269, thence South 65 degrees 45 minutes East 1179.2 feet to a post, thence South 23 degrees 20 minutes West 827.1 feet to the center of said private road, thence running up said private road, North 17 degrees 40 minutes West 149.1 feet, north 11 degrees 06 minutes West 117.5 feet, North 29 degrees 35 minutes West 316.5 feet, North 21 degrees 50 minutes West 188.7 feet, North 36 degrees 15 minutes West 92.2 feet, North 42 degrees 30 minutes West 434.5 feet, North 40 degrees West 191.4 feet to the center of the aforesaid County Road thence South 65 degrees 45 minutes East 15 feet to the beginning. Containing 9.05 acres. Saving and Excepting therefrom 0.80 acres, more or less, conveyed by Harrison M. Barnes, widower, et al, to Allen T. Stallings, by deed dated June 21, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1485, folio 4, leaving 8.15 acres of land more or less.

BEING the same property acquired in part by Deed from Mary H. Barnes on April 15, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 74, folio 390 and in part by Last Will and Testament of Mary H. Barnes, said Will recorded in Liber W.M.H. 1 folio 209, said Mary H. Barnes died January 1, 1937.

Said property being sold to Orville Lee Bowen and Dorothy Bowen, for the sum of Ninet een Thousand ($19,000) Dollars being at that price then and there the highest bidder therefore. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer, and report of sale are filed herewith, all of which are respectfully submitted.

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

And as in duty bound, etc.

Samuel Schenker, Attorney, Trustee

Ralph Greil, Attorney, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of June, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel Schenker, Trustee and Ralph Greil, Trustee, in Equity No. 16,412, in the Circuit Court for Anne Arundel County, and made oath in due form of law that the matter and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Bert E. Schenker, Notary Public

My Commission Expires:

July 1, 1967

SAMUEL SCHENKER
ATTORNEY AT LAW
224 MAIN STREET
ANNAPOLIS, MD.

90

ORDER NISI

ELEANORA BARNES

versus

EMANUEL B. BARNES, ET AL

IN THE LIBER 165 PAGE 205

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,412 Equity

Ordered, this 2nd day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker and Ralph Greil, Trustees

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 $ 19,000.00

Louis N Phipps Clerk.

True Copy,

Samuel Schenker, Attorney
(Final Order)

TEST: Clerk.
FOR: Evening Capital (July 8th Edition)

ELEANORA BARNES

versus

EMANUEL B. BARNES, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th 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.

[illegible]
JUDGE.

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9A

SAMUEL SCHENKE, Solicitor
224 Main Street
Annapolis, Maryland

RALPH S. GREIL, Solicitor
144 Gloucester Street
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, CASE NO. 16,412

ELEANORA BARNES,
vs.
EMANUEL B. BARNES, et al.

Order

ADJUDGED, ORDERED AND DECREED, by the Court this 15th day of June, 1965, that the said SAMUEL SCHENKER and RALPH S. GREIL, Trustees, give notice to all persons or corporations, resident and non-resident, having claims against any of the following deceased persons, namely: HARRISON M. BARNES and DAVID BARNES, warning them to exhibit the same with the vouchers thereof legally authenticated to the Clerk of the Circuit Court of Anne Arundel County on or before the 27th day of September, 1965, by causing a copy of this Order to be published in some weekly newspaper, published in Anne Arundel County, once a week for three successive weeks before the 26th day of July, 1965.

George Sachse
Judge
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-15

92 No. M.G. 9394

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 206

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1965

We hereby certify, that the annexed Order Case No. 16,412 Eleanora Barnes was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of July, 1965. The first insertion being made the 24th day of June, 1965.

FILED JUL 20 1965 PM 4:27

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,412 Equity
ELEANORA BARNES
versus
EMANUEL B. BARNES, et al

Ordered, this 2nd day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by Samuel Schenker and Ralph Greil, Trustees 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 $19,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Jy-29

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1965 AUG -2 PM 4:25

No. E. C. 4463

93

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 207

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 2, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,412
Eleanora Barnes vs
Emanuel B. Barnes, 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 9th day of August, 1965. The first insertion being made the 29th day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

LIBER 165 PAGE 208

In the Case of

ELEANORA BARNES

VS.

EMANUEL B. BARNES, et al

In the

Circuit Court

For

Anne Arundel County

No. 16,412 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 -4 PM 3:21 FILED

All of which is respectfully submitted.

October 4, 1965

John H. Hopkins, IV, 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. Tolliver, deputy

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Dr. ELEANORA BARNES vs. EMANUEL B. BARNES, et al

LIBER 165 PAGE 209

In Acct. with SAMUEL SCHENKER and RALPH GREIL, Trustees

							Cr.
1965, June 30							
Proceeds of sale	19,000	00					
Interest on deferred payment of $17,100.00 from 6/30/65 to 8/18/65 @ 6%	136	80	19,136	80			
					19,136	80	
To Trustees for fee, Court Order 9/3/65	3,000	00	3,000	00			
To Trustees for Court Costs, viz:							
Plaintiffs solicitors appearance fee	10	00					
Defendants solicitors appearance fee	10	00					
Clerk of Courts - Court costs	180	50					
Sheriff's costs - summons	44	00					
Emanual Klawans - Examiners fee	30	00					
Conchita Tuers - stenographer's fee	11	00					
Ralph Greil, Guardian Ad Litem fee	4	00					
Auditor - stating this account	85	00	374	50			
To Trustees for expenses, viz:							
To Capital-Gazette Press, Inc. as follows:							
Advertising - Order of Publication	94	93					
" - Sale	129	92					
" - Notice to Creditors	50	76					
" - Order nisi, sale	15	00					
Robert H. Campbell - auctioneer's fee	190	00					
Globe Indemnity Co. - bond premium	76	00					
Ray M. Jerman, Mortgage in full plus release fee	824	06					
County & State taxes - 1/1/63 to 6/30/65	234	70					
Dr. John J. McGee - Incompetency certificate	20	00					
Dr. Celestino Cassillas - " "	10	00					
Mrs. Hazel Immler - notary fee	1	00					
Mr. John Bossert - notary fee	1	00					

L. N. Phi pps, Clerk - certified copy Deed	4	50				
W. N. Baldwin & E.N.C. Bradley, Appraiser's fee	100	00				
Register of Wills - Certified copy of account	3	75				
Frank C. Robey, Clerk - copy Marriage Record	2	00				
Samuel Schenker - certified mail costs		75	1,758	37		
To Trustees for claims filed, viz:						
Ray M. Jerman - claim	1,596	39				
Eleanora Barnes - claim	245	87				
Montgomery Ward & Co. - claim	108	53	1,950	79		
This balance for distribution $12,053.14						
Distribution as follows:						
To Tenie Ellen Taylor life tenant 69 yrs. old.						
6/19 of 4,017.71 (Equity Rule 17)	1,268	76				
(Note: Part of property subject to Life Tenancy valued at 1/3 of whole property.)						
Eleanora Barnes, daughter 1/6 of $10,784.38=$1,797.39						
Less direct inheritance tax, 1% = 17.97	1,779	42				
Emanuel B. Barnes, son, 1/6 of $10,784.38-$1,797.39						
Less Direct inheritance tax, 1% = 17.97	1,779	42				
Harrison N. Barnes, Jr. son,1/6 of $10,784.38=1,797.40						
Less Direct inheritance tax, 1% = 17.97	1,779	43				
Mary Matthews, daughter,1/6 of $10,784.38=$1,797.40						
Less Direct inheritance tax, 1% = 17.97	1,779	43				
Howard Barnes, son, 1/6 of$10,784.38= $1,797.40						
Less Direct inheritance tax, 1% = 17.98	1,779	42				
David Barnes, son, 1/6 of $10,784.38 = $1,797.40						
Less Direct Inheritance tax, 1% = 17.98	1,779	42				
To Register of Wills for A. A. Co. Direct Inhert. tax	107	84	12,053	14		
					19,136	80

96

LIBER 165 PAGE 211

MARVIN I. ANDERSON,
Attorney Named in Mortgage

vs.

WILLIAM H. THOMAS and
KATHRYN V. THOMAS, his wife

NO. 17,319 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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

ORDER TO DOCKET CASE

MR. CLERK:

Please docket the above case, file the original mortgage, file the statement of mortgage claim, file the affidavit of non-military service, and enter my appearance for the attorney named in the mortgage.

ANDERSON & ANDERSON

BY: Richard G. Anderson

Richard G. Anderson
Solicitor for Marvin I. Anderson,
Attorney Named in Mortgage
92 Franklin Street
Annapolis, Maryland
Telephone: 268-5035

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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COUNTY FORM.

Purchase Money LIBER 1143 PAGE 472 No. 17,319 Equity

LIBER 165 PAGE 212

This Mortgage, Made this 14th day of August - - - - -, in the year one thousand, nine hundred and fifty-seven - - -, between WILLIAM H. THOMAS and KATHRYN V. THOMAS, his wife, -

of Anne Arundel County - - - - -, in the State of Maryland, Mortgagors, and WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Nine thousand - Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of Eighty-four ($84.00) - - - - - - - - - - - - - - - Dollars, on or before the first day of each and every month from the date hereof, commencing on the 14th day of September 1957, and continuing 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 payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said William H. Thomas and Kathryn V. Thomas, his wife, -

do hereby grant and convey unto the said WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, its successors and assigns in fee simple. All that lot, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid, and described as follows: Beginning for the same on the north side of Holly Road at the distance of 251.77 feet, more or less, westerly from the corner formed by the intersection of the north side of Holly Road with the west side of White Hall Road, said point of beginning being at the dividing line between lots Nos. 26 and 27 as shown on Plat 2 of Pleasant Plains, duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W.No. 3 folio 1, Cabinet 1. Rod J. Plat 1; and running thence binding along said dividing line in a northerly direction 340 feet, more or less, to the waters of a Cove maing from White Hall River; thence following the shore line of said Cove in a westerly course for a distance of 58 feet, more or less, to intersect a dividing line between lots Nos. 27 and 28, as shown on the aforesaid plat; and running thence southerly binding along said dividing line 320 feet, more or less, to the north side of Holly Road; thence binding on the north side of said Holly Road in an easterly direction for a distance of 50 feet, more or less, to the place of beginning. Being lot Number 27 as shown on Plat 2 of Pleasant Plains, subject, however, to leaving open along the full length of the rear of said lot, that is, along Holly Road, a strip of land, 5 feet wide, for use in common by the parties entitled thereto, their successors, heirs, personal representatives and assigns, as a way or path and for feneral use, including the erecting, installing and maintaining of electric, telephone and telegraph wires, poles, mains, and conduits, gas and water pipes and mains, surface and drain pipes.

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BEING the same property which was conveyed to the said William H. Thomas and Kathryn V. Thomas, his wife, by Carroll Lee Denson and Leona Martha Denson, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage.

Subject, however, to the covenants and restrictions referred to in said deed.

FUTURE ADVANCES: The parties hereto agree that this mortgage may secure future advances to be made at the mortgagee's option as provided by Article 66 Section 2 of the Annotated Code of Maryland 1947 Supplement.

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

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

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (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 , heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for MARVIN I. ANDERSON, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they - - - - will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors,

Witness:

John R. Rickert
John R. Rickert

William H. Thomas (SEAL)
William H. Thomas

Kathryn V. Thomas (SEAL)
Kathryn V. Thomas

(SEAL)

(SEAL)

4

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: LIBER 1143 PAGE 475

I HEREBY CERTIFY that on this 14th day of August, 1957, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William H. Thomas and Kathryn V. Thomas, his wife, - the Mortgagors named in the aforegoing Mortgage and acknowledged the aforegoing mortgage to be their - - - - - act. At the same time also appeared Emory L. Cromwell - - - - - - - - - - - - - -, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

John R. Rickert
Notary Public.

Rec'd for record Aug. 15 19 at 3:08 P.M
Mailed to Marvin I. Anderson

(2) P.M.

MORTGAGE

FROM

WILLIAM H. THOMAS

KATHRYN V. THOMAS, his wife,

TO

WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED

Received for Record .... 1957 AUG 15 PM 3 08
at .... o'clock .... M. Same day recorded
in Liber .... Folio ....
etc., one of the Land Records of ....
County, and examined per ....
.... Clerk.

Cost of Record, $ 7.50

MARVIN I. ANDERSON
Attorney-at-Law
ANNAPOLIS, MD.

LIBER 165 PAGE 216 No. 17,319 Equity

WELLHAM BUILDING AND LOAN ASSOCIATION, INC
3 Ferndale Road,
Glen Burnie, Md., 21061

Statement of amount due on mortgage of

William H. Thomas and Kathryn V. Thomas, h/ wife.

Mortgage dated Aug-14-1957	9,000.00
Amount paid to Aug-14-1964	3,156.61
Mtg. Balance due	5,843.39
Interest due from 8-14-64 to	
July-14-65 11 months @ $29.22 per mo.	321.42
Total	6,164.81
Less.	
Credit Balance in Exp. Account	100.12
Amount due as of July-14-65	6,064.69

Wellham Building and Loan Association, Inc.,
By. Edwin A. Da Vault
Edwin A. Da Vault, Secretary.

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

I HEREBY CERTIFY that on this 9 th day of July, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EDWIN A. DA VAULT, who made oath in due form of law that he is the Secretary of Wellham Building and Loan Association, Incorporated, and that the above statement of mortgage claim is true and correct and represents the amount due and owing to said Wellham Building and Loans Association, Incorporated, as of July 14, 1965, under the loan secured by mortgage dated August 14, 1957, recorded among the Land Records of Anne Arundel County in Liber GTC No. 1143, folio 472.

AS WITNESS my hand and seal. Notarial.

Ernest R. Smoot
Ernest R. Smoot, Notary Public.

My Commission Expires:
July 1, 1967

FILED
1965 JUL 12 PM 1:53

MARVIN I. ANDERSON, / .orney
Named in Mortgage
vs.
WILLIAM H. THOMAS and
KATHRYN V. THOMAS, his wife

*
*
*

NO 17,319 EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

LIBER 165 PAGE 217

AFFIDAVIT OF NON-MILITARY SERVICE

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

I hereby certify that, on this 9th day of July, 1965, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, EDWIN A. DA VAULT, Secretary of Wellham Building and Loan Association, Incorporated, the Mortgagee

~~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 H. THOMAS is a resident of the State of Maryland and the defendant KATHRYN V. THOMAS is presently residing in the State of Florida, and that neither of the said Defendants are

~~and~~ XXXXXXXX ~~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 9th day of July, 1965.

Notarial Seal

Ernest R. Smoot
Ernest R. Smoot Notary Public

My Commission will expire on:
July 1, 1967

Filed,

FILED
1965 JUL 12 PM 1:53

7

LIBER 13 PAGE 231 LIBER 165 PAGE 218

MARVIN I. ANDERSON, Attorney Named in Mortgage	*	NO. 17,319 EQUITY
vs.	*	IN THE
WILLIAM H. THOMAS and KATHRYN V. THOMAS, his wife	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Seven thousand ($7,000.00) 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 2nd day of August in the year Nineteen hundred sixty-five.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from William H. Thomas and Kathryn V. Thomas, his wife, to Wellham Building and Loan Association, Inc., dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1143, folio 472, and;

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That if the above bounden Marvin I. Anderson shall well and truly and faithfully

Bond approved this 3rd day of August, 1965
Louis N. Phipps, Clerk

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1965 AUG -3 PM 12:03

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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 the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Marvin I. Anderson has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

Signed, sealed and delivered in the presence of

Richard N. Anderson

Marvin I. Anderson (SEAL)

AS TO SURETY:

Richard N. Anderson

NATIONAL SURETY CORPORATION

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

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

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE WATERFRONT PROPERTY LOCATED ON HOLLY ROAD, PLEASANT PLAINS THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from William H. Thomas and Kathryn V. Thomas, his wife, dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1143, folio 472, default havng occurred in the payment of said mortgage, the undersigned Attorney will sell on the premises on

SAT., AUG. 14, 1965 AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same on the north side of Holly Road at the distance of 251.77 feet, more or less, westerly from the corner formed by the intersection of the north side of Holly Road with the west side of White Hall Road, said point of beginning being at the dividing line between Lots Nos. 26 and 27 as shown on Plat 2 of Pleasant Plains, duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 1, Cabinet 1, Rod J, Plat 1; and running thence binding along said dividing line in a northerly direction 340 feet, more or less, to the waters of a Cove making from White Hall River; thence following the shore line of said Cove in a westerly course for a distance of 58 feet, more or less, to intersect a dividing line between Lots Nos. 27 and 28, as shown on the aforesaid plat; and running thence southerly binding along said dividing line 320 feet, more or less, to the north side of Holly Road; thence binding on the north side of said Holly Road in an easterly direction for a distance of 50 feet, more or less, to the place of beginning. Being Lot Number 27 as shown on Plat 2 of Pleasant Plains.

7,319

LIBER 165 PAGE 220

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14 1965

We hereby certify, that the annexed

Attorney's Sale

William H. Thomas

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of August, 1965. The first insertion being made the 22nd day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilson

FILED AUG 16 1965 1:52 PM

BEING all of the same property which was conveyed to the said William H. Thomas and Kathryn V. Thomas, his wife, by Carroll Lee Denson and Leona Martha Denson, his wife, by deed dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1143, folio 469.

SUBJECT, however, to leaving open along the full length of the rear of said lot, that is, along Holly Road, a strip of land 5 feet wide, for use in common by the parties entitled thereto, their successors, heirs, personal representatives and assigns, as a way or path and for general use, including the erecting, installing and maintaining of electric, telephone and telegraph wires, poles, mains, and conduits, gas and water pipes and mains, surface and drain pipes, to the covenants and restrictions set forth in the deed from J. E. Stansbury, Inc., to Julian F. Clarke and Mary A. Clarke, his wife, dated April 7, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 150, folio 95, and to any other covenants, agreements, conditions, limitations, easements, and restrictions of record affecting said premises.

IMPROVED by a one-story frame dwelling, containing two bedrooms, living room, kitchen, bath, screened porth, and a pier on Whitehall Creek.

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

For further particulars apply to the undersigned.

MARVIN I. ANDERSON
ANDERSON & ANDERSON
92 Franklin Street
Annapolis, Maryland
Attorney Named in Mortgage

GEORGE SCIBLE,
Auctioneer A-12

LIBER 165 PAGE 221

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

ATTORNEY'S SALE
OF
VALUABLE IMPROVED FEE SIMPLE WATERFRONT PROPERTY LOCATED ON HOLLY ROAD, PLEASANT PLAINS THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from William H. Thomas and Kathryn V. Thomas, his wife, dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1143, folio 472, default having occurred in the payment of said mortgage, the undersigned Attorney will sell on the premises on

SATURDAY, AUGUST 14, 1965
at 11:00 o'clock A.M.

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

BEGINNING for the same on the north side of Holly Road at the distance of 251.77 feet, more or less, westerly from the corner formed by the intersection of the north side of Holly Road with the west side of White Hall Road, said point of beginning being at the dividing line between Lots Nos. 26 and 27 as shown on Plat 2 of Pleasant Plains, duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 1, Cabinet 1, Rod J, Plat 1; and running thence binding along said dividing line in a northerly direction 340 feet, more or less, to the waters of a Cove making from White Hall River; thence following the shore line of said Cove in a westerly course for a distance of 58 feet, more or less, to intersect a dividing line between Lots Nos. 27 and 28, as shown on the aforesaid plat; and running thence southerly binding along said dividing line 320 feet, more or less, to the north side of Holly Road; thence binding on the north side of said Holly Road in an easterly direction for a distance of 50 feet, more or less, to the place of beginning. Being Lot Number 27 as shown on Plat 2 of Pleasant Plains.

BEING all of the same property which was conveyed to the said William H. Thomas and Kathryn V. Thomas, his wife, by Carroll Lee Denson and Leona Martha Denson, his wife, by deed dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1143, folio 469.

SUBJECT, however, to leaving open along the full length of the rear of said lot, that is, along Holly Road, a strip of land 5 feet wide, for use in common by the parties entitled thereto, their successors, heirs, personal representatives and assigns, as a way or path and for general use, including the erecting, installing and maintaining of electric, telephone and telegraph wires, poles, mains, and conduits, gas and water pipes and mains, surface and drain pipes; to the covenants and restrictions set forth in the deed from J. E. Stansbury, Inc., to Julian F. Clarke and Mary A. Clarke, his wife, dated April 7, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 150, folio 95; and to any other covenants, agreements, conditions, limitations, easements, and restrictions of record affecting said premises.

IMPROVED by a one-story frame dwelling, containing two bedrooms, living room, kitchen, bath, screened porch, and a pier on Whitehall Creek.

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

For further particulars apply to the undersigned.

George Scible
Auctioneer

Marvin I. Anderson
Anderson & Anderson
92 Franklin Street
Annapolis, Maryland
Attorney Named in Mortgage

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1965 AUG 19 AM 10:01

This is to certify that (~~I~~) (we) have this day purchased from Marvin I. Anderson, Attorney named in Mortgage, at public auction the property herein described at and for the sum of TEN THOUSAND SEVEN HUNDRED ($ 10,700.00) and (~~I~~) (~~we~~) WE agree to comply with the terms of sale.

Witness (~~my~~) (our) hand(s) and seal(s) this 14th day of August, 1965.

Witness:
Richard G. Anderson

Norman Lee Horsey (SEAL)

Florence R Horsey (SEAL)

THIS IS to certify that I have this day sold at public auction for Marvin I. Anderson, Attorney Named in Mortgage, the property herein described to NORMAN LEE HORSEY AND FLORENCE R. HORSEY at and for the sum of TEN THOUSAND SEVEN HUNDRED Dollars ($ 10,700.00) (~~he~~) (~~he~~) (~~She~~) (they) being at that price the highest bidder.

Wintess my hand and seal this 14th day of August, 1965.

Witness:
Richard G. Anderson

George W. Scible (SEAL)
George W. Scible, Auctioneer

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1965 AUG 19 AM 10: 01

LIBER 165 PAGE 224

MARVIN I. ANDERSON, Attorney Named in Mortgage	*	NO. 17,319 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
WILLIAM H. THOMAS and KATHRYN V. THOMAS, His wife	*	FOR ANNE ARUNDEL COUNTY

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

A F F I D A V I T

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

I HEREBY CERTIFY that on this 14th day of August, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared NORMAN LEE HORSEY, ONE OF THE PURCHASERS, who made oath in due form of law that NORMAN LEE HORSEY AND FLORENCE R. HORSEY, his wife, ~~(he)~~ ~~(she)~~ ~~(they)~~ ~~(is)~~ (are) the purchaser(s) of the property described in these proceedings, that the time ~~(he)~~ ~~(she)~~ (they) purchased the said property ~~(he)~~ ~~(she)~~ (they) ~~(was)~~ (were) not acting as agent(s) for anyone, that there were no other parties who were interested as principals in the purchase of said property, and that ~~(he)~~ ~~(she)~~ (they) ~~(has)~~ (have) not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and seal Notarial.

Richard G. Anderson
Notary Public

My Commission Expires:
July 1, 1967.

RICHARD G. ANDERSON NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

EXHIBIT "A"

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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1965 AUG 19 AM 10:01

13

MARVIN I. ANDERSON, Attorney Named in Mortgage	*	NO. 17,319 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
WILLIAM H. THOMAS and KATHRYN V. THOMAS, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

LIBER 195 PAGE 225

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

ATTORNEY' S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, the attorney for the purpose of foreclosure, respectfully shows:

That after giving bond for the faithful discharge ofhis duties under the power of sale contained in the mortgage mentioned in said bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement printed in The Maryland-Gazette, a newspaper published in Anne Arundel County, Maryland, said advertisement having been published once in each week for three successive weeks before the day of sale, the first such publication having been not less than twenty days prior to the day of sale, and by handbills posted upon the premises and also posted throughout Anne Arundel County, he did, pursuant to said notice, attend on the premises, in Pleasant Plains, Third Election District of Anne Arundel County, Maryland, on Saturday, August 14, 1965, at eleven o'clock a.m., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, in the State of Maryland, which is more particularly described as follows; that is to say:

BEGINNING for the same on the north side of Holly Road at the distance of 251.77 feet, more or less, westerly from the corner

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1965 AUG 19 AM 10:01

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

14

formed by the intersection of the north side of Holly Road with the west side of White Hall Road, said point of beginning being at the dividing line between Lots Nos. 26 and 27 as shown on Plat 2 of Pleasant Plains, duly recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 1, Cabinet 1, Rod J, Plat 1; and running thence binding along said dividing line in a northerly direction 340 feet, more or less, to the waters of a Cove making from White Hall River; thence following the shore line of said Cove in a westerly course for a distance of 58 feet, more or less, to intersect a dividing line between Lots Nos. 27 and 28, as shown on the aforesaid plat; and running thence southerly binding along said dividing line 320 feet, more or less, to the north side of Holly Road; thence binding on the north side of said Holly Road in an easterly direction for a distance of 50 feet, more or less, to the place of beginning. Being Lot Number 27 as shown on Plat 2 of Pleasant Plains.

SUBJECT, however, to leaving open along the full length of the rear of said lot, that is, along Holly Road, a strip of land 5 feet wide, for use in common by the parties entitled thereto, their successors, heirs, personal representatives and assigns, as a way or path and for general use, including the erecting, installing and maintaining of electric, telephone and telegraph wires, poles, mains, and conduits, gas and water pipes and mains, surface and drain pipes; to the covenants and restrictions set forth in the deed from J. E. Stansbury, Inc., to Julian F. Clarke and Mary A. Clarke, his wife, dated April 7, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 150, folio 95; and to any other covenants, agreements, conditions, limitations, easements, and restrictions of record affecting said premises.

15

LIBER 165 PAGE 227

BEING all of the same property which was conveyed to the said William H. Thomas and Kathryn V. Thomas, his wife, the within named Mortgagors, by Carroll Lee Denson and Leona Martha Denson, his wife, by deed dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1143, folio 469; improved by a one-story frame dwelling, containing two bedrooms, living room, kitchen, bath, screened porch, and a pier on Whitehall Creek, to Norman Lee Horsey and Florence R. Horsey, his wife, for the sum of Ten thousand seven hundred ($10,700.00) dollars, they being the highest bidders for the property. Acopy of the handbill, Purchaser's Agreement and Auctioneer's Certificate is filed herewith, marked "Exhibit 'A'".

Anderson & Anderson
Anderson & Anderson

Marvin I. Anderson
Marvin I. Anderson, Attorney
Named IN Mortgage

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

I HEREBY CERTIFY that on this 19th day of August, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARVIN I. ANDERSON, Attorney Named in Mortgage, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

AS WITNESS my hand and seal Notarial.

My Commission Expires:
July 1, 1967

Richard G. Anderson
Notary Public

RICHARD G. ANDERSON NOTARY PUBLIC ANNE ARUNDEL COUNTY

16

ORDER NISI

LIBER 165 PAGE 228

MARVIN I. ANDERSON, Attorney
Named in Mortgage

versus

WILLIAM H. THOMAS and
KATHRYN V. THOMAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,319 Equity

Ordered, this 19th day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney Named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of September 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 27th day of September next.

The report states that the amount of sale was $10,700.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Marvin I. Anderson, Atty.
(Final Order)

FOR: MARYLAND GAZETTE Aug. 26th Edition

MARVIN I. ANDERSON, Attorney
Named in Mortgage

versus

WILLIAM H. THOMAS and
KATHRYN V. THOMAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of September, 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.

E. Mitchell Chilton
JUDGE.

FILED
1965 SEP 28 AM 11:55

17

LIBER 165 PAGE 229

LIBER 13 PAGE 246

MARVIN I. ANDERSON, Attorney Named in Mortgage	:	NO. 17,319 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
WILLIAM H. THOMAS and KATHRYN V. THOMAS, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Four thousand ($4,000.00) 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 23rd day of August in the year Nineteen hundred and sixty-five.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from William H. Thomas and Kathryn V. Thomas, his wife, to Wellham Building and Loan Association, Inc., dated August 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T. C. No. 1143, folio 472, and;

Whereas, default having been made in the payment of said mortgage debt, interest and expenses, the said Marvin I. Anderson, under said power, is about to sell said property.

Bond approved this 23rd day of August, 1965

Louis N. Rhyne, Clerk

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1965 AUG 23 PM 2:26

17

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That if the above bounden Marvin I. Anderson shall well and truly and faithfully perfomr 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 the said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden Marvin I. Anderson has set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first above written.

Signed, sealed and delivered in the presence of

Myrtle Sturm

AS TO SURETY:

Myrtle Sturm

Marvin I. Anderson (SEAL)
Marvin I. Anderson

NATIONAL SURETY CORPORATION

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

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,319 Equity

MARVIN I. ANDERSON, Attorney Named in Mortgage

versus

WILLIAM H. THOMAS and KATHRYN V. THOMAS, his wife

Ordered, this 19th day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by Marvin I. Anderson, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of September 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 27th day of September next.

The report states that the amount of sale was $10,700.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

S-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 231

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1965

We hereby certify, that the annexed

Order Nisi

Eq. 17,319

William H. Thomas

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of September 1965. The first insertion being made the 26th day of August 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED

1965 SEP 20 PM 2:16

20

No. M. G. 3098

LIBER 165 PAGE 232

In the Case of

MARVIN I. ANDERSON, Attorney named in Mortgage

VS.

WILLIAM H. THOMAS, et ux

In the

Circuit Court

For

Anne Arundel County

No. 17,319 Equity

To the Honorable, the Judges of said Court:

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

FILED
1965 OCT -8 PM 3:22

All of which is respectfully submitted.

October 8, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 26th day of October, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: R. E. Wayson, deputy

FILED
1965 OCT 26 AM 8:36

21

Dr. MARVIN I. ANDERSON, Attorney named in Mortgage
vs.
WILLIAM H. THOMAS, et ux

LIBER 165 PAGE 233

In Acct. with MARVIN I. ANDERSON, Attorney named in Mortgage

					Cr.	
1965, August 14,						
Proceeds of Sale	10,700	00				
Interest on deferred payment of $9,700.00 from						
8/14/65 to 10/4/65 @ 6%	82	62	10,782	62		
					10,782	62
To Attorney for fee, viz:	50	00				
To Attorney for Commissions, viz:	353	48	403	48		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Court - Court costs	35	25				
Auditor - stating this account	40	00	85	25		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	145	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Barrett Printing Co. - handbills	25	75				
George W. Scible - auctioneer's fee	125	00				
National Surety Corp. - bond premium	44	00				
1965 taxes - 1/1/65 to 8/14/65	54	30				
Notary fees	2	00	411	29		
To Wellham Building & Loan Assoc., Inc. Mortgage						
claim in full as filed	6,064	69				
Interest on principal balance of $5,843.39 from						
7/14/65 to 10/25/65 - 103 days @ 6%	98	87	6,163	56		
To Maryland National Bank, this balance on account						
of Judgment claim filed	3,719	04	3,719	04		
					10,782	62

GEORGE C. REICH
Annapolis Roads
Annapolis, Maryland

LIBER 165 PAGE 234

vs.

FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK, and DR. WILLIAM H. NORFOLK, her husband, Severna Park, Maryland, if alive, and if not alive, their unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and ANNIE R. STAUM, Baltimore, Maryland, if alive, and if not alive, her unknown heirs, devisees, alienees and assignees, whether residents or non-residents, and All Persons having or claiming to have any interest in the property in the 3rd Election District of Anne Arundel County (5th Councilmanic District) known as Lots313, 314, 337 and 360, Round Bay City, near Severna Park and more particularly described in a deed from Southern Land and Silk Association of Baltimore City to Fannie M. Norfolk recorded among the Land Records of Anne Arundel County in Liber S.H.No.35, folio 431, and ABBE WILSON, also known as IBBIE M. WILSON, Severna Park, Maryland, if alive, and if not alive, her unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and All Persons having or claiming to have any interest in the property in the 3rd Election District (5th Councilmanic District) of Anne Arundel County known as Lots 335 and 336, Round Bay City, and more particularly described in a deed from Southern Land and Silk Association of Baltimore City to Ibbie M. Wilson, dated May 19, 1891 and recorded among the Land Records of Anne Arundel County in Liber S.H.No.39, folio 28

NO. 17,263 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL TO FORECLOSE RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

George C. Reich, by his Attorney, Winson G. Gott, Jr., alleges:

1. That the Complainant, George C. Reich, became vested of title to Lots 313, 314, 337 and 360 and Lots 335 and 336, Round Bay City, near Severna Park, 3rd Election District of Anne Arundel County, State of Maryland, by Deed from Edward M. Dunn, Jr., Collector and Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County, dated January 17, 1961 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1451, folio 581.

2. That on April 6th, 1965, C. G. Smith, Controller and Collector of Taxes

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1965 JUN 14 PM 2:54

for Anne Arundel County and the State of Maryland, issued Certificates of Tax Sale to Anne Arundel County on the above lots and said Certificates of Tax Sale were by assignment transferred to the Complainant and are filed herewith as Plaintiff's Exhibits Nos. 1 and 2.

3. That an examination of the Land Records of Anne Arundel County discloses that the title to Lots 313, 314, 337 and 360, Round Bay City was vested in Annie R. Staum, of Baltimore City, by deed from Fannie M. Norfolk and Dr. William H. Norfolk, her husband, dated April 3, 1890 and recorded among the said Land Records in Liber S.H. No. 40, folio 302, the said Fannie M. Norfolk having acquired title by deed from Southern Land and Silk Association of Baltimore City dated September 5, 1889 and recorded in Liber S.H. No. 35, folio 431; that no records were found showing that the property had ever been transferred to or assessed to said Annie R. Staum.

4. That an examination of the aforesaid Land Records discloses that the title to Lots 335 and 336, Round Bay City, was vested in Ibbie M. Wilson by deed from Southern Land and Silk Association of Baltimore City dated May 19, 1891 and recorded in Liber S.H. No. 39, folio 28.

5. That a diligent and careful search of the Land Records of Anne Arundel County, and the Equity, Law and Tax Sale Records of Anne Arundel County and the Records of the Orphans Court of Anne Arundel County reveals that no conveyances were made by the said Annie R. Staum and Ibbie M. Wilson, also known as Abbe Wilson; that said Lots 313, 314, 337, 360, 335 and 336 were sold at Tax Sale on October 10, 1938 to the County Commissioners of Anne Arundel County, in Tax Sales Nos. 4471 and 4508, recorded in Tax Sale Records J.H.H. No. 27, folios 125 and 217, photostats of said reports of sale being filed herewith as Plaintiffs' Exhibits Nos. 3 and 4.

6. That the aforesaid property has not been redeemed by any party in interest although more than a year and a day from the date of the sales has expired.

7. That the last known address of the defendants, Fannie M. Norfolk and husband was Severna Park, Maryland; the last known address of the defendant, Annie R. Staum, as set forth in the aforesaid deed was, Baltimore, Maryland, and the last known address of Abbe Wilson as appearing on the tax records was

Severna Park, Maryland. LIBER 165 PAGE 236

8. To redeem the properties, it is necessary for the defendants to pay the sum of $13.00 with interest from the date of sale to date of redemption as to the 4 lots first herein mentioned and the sum of $12.49 with interest from the date of sale to date of redemption as to Lots 335 and 336, all taxes and interest accruing subsequent to the day of sale and any reimbursement due the Plaintiff under Article 81, Section 70, et seq., Code of Public General Laws of Maryland.

WHEREFORE, the Plaintiff prays:

(a) That writs of subpoena be issued and served on the defendants
(b) That an Order of publication be granted unto the Plaintiff directed to the defendants and all parties in interest, commanding them to be and and appear in this Court on some certain day to be named therein.
(c) That this Court pass a final decree foreclosing all rights of redemption of the defendants in and to the property described herein.
(d) And for for such other and further relief as his case may require.

Winson G. Gott, Jr., Attorney for Plaintiff
Lee Building, Church Circle, Annapolis, Maryland

3

Duplicate of Case # 4471

Nº 3236-B CERTIFICATE OF TAX SALE

LIBER 165 PAGE 237

I, Charles G. Smith, Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A.A. Co. Comm. at public auction for the sum of 13.00 Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Dist 3 described as Lots 313-334-337-360 situated near Severna Park

and assessed to Fannie H Norfolk

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12 1939, 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 6th day of April 1965

C. G. Smith
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of ~~October~~ April, 1965, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, C. G. Smith, ~~Treasurer~~ Controller 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. Lowry
Notary Public.

My Commission Expires May 3, 1965

FILED

LIBER 165 PAGE 238

For value received, Anne Arundel County, Maryland hereby assigns this Certificate of Tax Sale and all rights pertaining thereto, to George C. Reich.

Anne Arundel County, Maryland

By _____
Joseph W. Alton, Jr.
County Executive

ATTEST:

_____

Approved for
legal sufficiency

LIBER 165 PAGE 239 Duplicate of Case # 4508

No 3237-B **CERTIFICATE OF TAX SALE**

I, Charles G Smith successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10 1938, I sold to A. A. Co. Comm. at public auction for the sum of 12.49 Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in Dist 3 described as Lots 335-336 situated at Round Bay City

and assessed to Ada Wilson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1939, 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 6th day of April 1965

C. G. Smith
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 6th day of ~~October~~ April, 1965, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, C. G. Smith, ~~Treasurer~~ Collector 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. Lawson
Notary Public.

My Commission Expires May 3, 1965

FILED

For value received, Anne Arundel County, Maryland hereby assigns this Certificate of Tax Sale and all rights pertaining thereto, to George C. Reich.

Anne Arundel County, Maryland

By Joseph W. Alton, Jr.
Joseph W. Alton, Jr.
County Executive

ATTEST:

Denise M Wagner

5/24/65
Approved for legal sufficiency

IN THE MATTER OF THE TAX SALE
OF THE LAND OF

Fannie H. Norfolk

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND.

THE REPORT OF JOSEPH H. PEPPER, County Treasurer of Anne Arundel County who was Treasurer at the time of default in payment of taxes, for the year 1937 respectfully shows:

1ST. That he was duly appointed, bonded and qualified County Treasurer for Anne Arundel County and chargeable with the collection of said taxes for the year 1937.

2ND. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 280 of the Acts of the General Assembly of Maryland 1931, as amended by Chapter 582 of the Acts of 1935, as soon as the tax levy for the year 19 37 was made, tax-bills of each taxpayer were prepared, and, upon application, he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 10th day of October, 1938, there was due by the owner of a lot of ground in the 3rd Election District of said county, particularly described in The Assessment Records for Anne Arundel County, recorded in the Assessment Records of Anne Arundel County, in District No. 3rd, folio N 27 &c., to Fannie H. Norfolk and which by reference to said Assessment Records for Anne Arundel County will fully appear, being Lots 313-314-337-360 Round Bay City

at A.A.Co., Md.

certain State and County Taxes for the year 1937, which, under the Act of Assembly in such cases made and provided, it became the duty of the undersigned to collect, which said lot of ground was assessed to Fannie H. Norfolk

3RD. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, was mailed to the said Fannie H. Norfolk

on the 10th day of February, 1938, being his last known address, or the address shown on the Assessment books of said county, together with a notice that if the said bill for taxes, interest and costs were not paid by the Second Monday in October, 1938, the property levied upon would be sold at public sale.

4TH. The said Treasurer having published said list and notice in Alphabetical order by Election Districts in their numerical order for four successive weeks prior to the Second Monday in September, 1938, in two newspapers printed and published in the City of Annapolis, County of Anne Arundel, said advertisement giving the time, terms and place of sale, did attend at the Court House door, in the City of Annapolis, about the hour of 10 A. M., on the 10th day of October, 1938, and did, then and there, offer said lot of ground, at public sale, and sold the same for cash to the County Commissioners of Anne Arundel County, a body corporate, at and for the sum of $ 13.00, current money, it being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

4TH. A. The above mentioned sales price is divided as follows:

Taxes, interest, and advertising cost	$ 3.00	
Treasurer's fee for selling	$	
Order Nisi		4.00
Cost of Recording		6.00
Held in trust	$	
		13.00

5TH. That all the provisions of the Act of Assembly in the premises were duly complied with and in accordance with law.

6TH. The undersigned begs leave to file with this report the following exhibits as part thereof:

1st. Exhibit No. 1.—Copy of levy and notice.

2nd. Exhibit No. 2.—Copy of advertisements and certificates.

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All of which is respectfully submitted,

JOSEPH H. PEPPER,
Treasurer and Collector of County, School and State Taxes for A. A. Co.

FILED

IN THE MATTER OF THE TAX SALE
OF THE LAND OF

Abbe Wilson

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND.

THE REPORT OF JOSEPH H. PEPPER, County Treasurer of Anne Arundel County who was Treasurer at the time of default in payment of taxes, for the year 1937 respectfully shows:

1ST. That he was duly appointed, bonded and qualified County Treasurer for Anne Arundel County and chargeable with the collection of said taxes for the year 1937.

2ND. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 280 of the Acts of the General Assembly of Maryland 1931, as amended by Chapter 582 of the Acts of 1935, as soon as the tax levy for the year 19 37 was made, tax-bills of each taxpayer were prepared, and, upon application, he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 10th day of October, 1938, there was due by the owner of a lot of ground in the 3rd Election District of said county, particularly described in The Assessment Records for Anne Arundel County, recorded in the Assessment Records of Anne Arundel County, in District No. 3rd, folio W48 &c., to Abbe Wilson and which by reference to said Assessment Records for Anne Arundel County will fully appear, being Lots 335-36

at Round Bay City, A.A.Co., Md.

certain State and County Taxes for the year 1937, which, under the Act of Assembly in such cases made and provided, it became the duty of the undersigned to collect, which said lot of ground was assessed to Abbe Wilson

3RD. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs, including that of levy, was mailed to the said Abbe Wilson

on the 10th day of February, 1938, being his last known address, or the address shown on the Assessment books of said county, together with a notice that if the said bill for taxes, interest and costs were not paid by the Second Monday in October, 1938, the property levied upon would be sold at public sale.

4TH. The said Treasurer having published said list and notice in Alphabetical order by Election Districts in their numerical order for four successive weeks prior to the Second Monday in September, 1938, in two newspapers printed and published in the City of Annapolis, County of Anne Arundel, said advertisement giving the time, terms and place of sale, did attend at the Court House door, in the City of Annapolis, about the hour of 10 A. M., on the 10th day of October, 1938, and did, then and there, offer said lot of ground, at public sale, and sold the same for cash to the County Commissioners of Anne Arundel County, a body corporate, at and for the sum of $ 12.49, current money, it being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

4TH. A. The above mentioned sales price is divided as follows:

Taxes, interest, and advertising cost - - -	$ 2.49
Treasurer's fee for selling - - - - - - -	$
Order Nisi - - - - - - - - - - - - -	4.00
Cost of Recording - - - - - - - - - -	6.00
Held in trust - - - - - - - - - - - - -	$ 12.49

5TH. That all the provisions of the Act of Assembly in the premises were duly complied with and in accordance with law.

6TH. The undersigned begs leave to file with this report the following exhibits as part thereof:

1st. Exhibit No. 1.—Copy of levy and notice.

2nd. Exhibit No. 2.—Copy of advertisements and certificates.

FILED
Plaintiff's Exhibit No. 4
1965 JUN 14 PM 2:

All of which is respectfully submitted,

JOSEPH H. PEPPER,
Treasurer and Collector of County, School and State Taxes for A. A. Co.

GEORGE C. REICH
Annapolis Roads
Annapolis, Maryland
vs.
FANNIE H. NORFOLK,also known as
FANNIE M. NORFOLK,and DR. WILLIAM
H. NORFOLK, her husband,Severna Park,
Maryland,if alive,and if not alive,
their unknown heirs,devisees,alienees
and assignees,whether residents or non-
residents of Maryland,and
ANNIE R. STAUM,Baltimore Maryland,if
alive,and if not alive,her unknown
heirs,devisees,alienees and assignees,
whether residents or non-residents,and
All Persons having or claiming to have
any interest in the property in the 3rd
Election District of Anne Arundel County
(5th Councilmanic District)known as
Lots 313,314,337 and 360,Round Bay City,
near Severna Park and more particularly
described in a deed from Southern Land
and Silk Association of Baltimore City
to Fannie M. Norfolk recorded among the
Land Records of Anne Arundel County in
Liber S.H.No.35, folio 431, and
ABBE WILSON,also known as
IBBIE M. WILSON, Severna Park, Maryland,if
alive,and if not alive,her unknown heirs,
devisees,alienees and assignees,whether
residents or non-residents of Maryland,and
All Persons having or claiming to have any
interest in the property in the 3rd Elect-
ion District (5th Councilmanic District)of
Anne Arundel County known as Lots 335 and
336, Round Bay City, and more particularly
described in a deed from Southern Land and
Silk Association of Baltimore City to Ibbie
M. Wilson,dated May 19,1891 and recorded
among the Land Records of Anne Arundel
County in Liber S.H.No.39,folio 28

LIBER 165 PAGE 243

NO. 17,263 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Order of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption of the defendants tothe following described property situate in Anne Arundel County sold on the 10th day of October, 1938 by Joseph H. Pepper, Treasurer and Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County, and Certificates of Tax Sales of said property having been assigned by Anne Arundel County to the Plaintiff in this proceeding, said property having been sold fot taxes due and in arrears:

Lots Nos. 313,314,337 and 360 and 335 and 336, Round Bay City,assessed to Fannie H. Norfolk and Abbe Wilson at the time of said sales.

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

It is thereupon this 14th day of June, 1965, by the Circuit Court for Anne Arundel County ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 19th day of August 1965, warning the said Fannie H. Norfolk, also known as Fannie M. Norfolk, and Dr. William H. Norfolk, her husband, Annie R. Staum and Abbe Wilson, also known as Ibbie M. Wilson, and any and all persons having or claiming to have any interest in said property, to be and appear in this Court by the 19th day of August 1965, and redeem the property and answer the bill of complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Louis N. Phipps

5

WINSON G. GOTT, JR.
Attorney
Lee Bldg., Church Circle
Annapolis, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 17,263 EQUITY

GEORGE C. REICH
Annapolis Roads
Annapolis, Maryland

vs.

FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK, and DR. WILLIAM H. NORFOLK, her husband, Severna Park, Maryland, if alive, and if not alive, their unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and ANNIE R. STRAUM, Baltimore, Maryland, if alive, and if not alive, her unknown heirs, devisees, alienees and assignees, whether residents or non-residents, and All Persons having or claiming to have any interest in the property in the 3rd Election District of Anne Arundel County (5th Councilmanic District) known as Lots 313, 314, 337 and 360, Round Bay City, near Severna Park and more particularly described in a deed from Southern Land and Silk Association of Baltimore City to Fannie M. Norfolk recorded among the Land Records of Anne Arundel County in Liber S.H. No. 35, folio 431, and ABBE WILSON, also known as IBBIE M. WILSON, Severna Park, Maryland, if alive, and if not alive, her unknown heirs, devisees, alienees and assignees, whether residents or non-residents of Maryland, and All Persons having or claiming to have any interest in the property in the 3rd Election District (5th Councilmanic District) of Anne Arundel County known as Lots 335 and 336, Round Bay City, and more particularly described in a deed from Southern Land and Silk Association of Baltimore City to Ibbie M. Wilson, dated May 19, 1891 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 39, folio 28

No.

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption of the defendants to the following described property situate in Anne Arundel County sold on the 10th day of October, 1938 by Joseph H. Pepper, Treasurer and Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County, and Certificates of Tax Sales of said property having been assigned by Anne Arundel County to the Plaintiff in this proceeding, said property having been sold for taxes due and in arrears:

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 245

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1965

We hereby certify, that the annexed

Order of Publication
Eq. 17,263
George C. Reich, vs
Fannie H. Norfolk

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.

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THE CAPITAL-GAZETTE PRESS, INC.

By H. Telghman

Lots Nos. 313, 314, 337 and 360 and 335 and 336, Round Bay City, assessed to Fannie H. Norfolk and Abbe Wilson at the time of said sales.

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

It is thereupon this 14th day of June, 1965, by the Circuit Court for Anne Arundel County ORDERED, That notice be given by the insertion of a copy of this once a week for four successive weeks before the 19th day of August, 1965, warning the said Fannie H. Norfolk, also known as Fannie M. Norfolk, and Dr. William H. Norfolk, her husband, Annie R. Staum and Abbe Wilson, also known as Ibbie M. Wilson, and any and all persons having or claiming to have any interest in said property, to be and appear in this Court by the 19th day of August, 1965, and redeem the property and answer the bill of complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy. TEST:

LOUIS N. PHIPPS, Clerk

Jy-8

LIBER 165 PAGE 247

GEORGE C. REICH

vs.

FANNIE H. NORFOLK, also known as
FANNIE M. NORFOLK, and
DR. WILLIAM NORFOLK, her husband
ANNIE R. STAUM
ABBE WILSON, also known as
IBBIE M. WILSON

NO. 17,263 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Military Affidavit

I hereby certify that on this 8th day of September, 1965, before me, a Notary Public of the State of Maryland, in Anne Arundel County aforesaid, personally appeared Winson G. Gott, Jr., Attorney for George C. Reich, and made oath in due form of law and declares that:

He has made inquiry concerning the defendants herein and from such inquiry is advised and believes and therefore avers that the defendants are not in military service.

Winson G. Gott, Jr., Attorney for George C. Reich, Complainant

Subscribed and sworn to this 8th day of September, 1965.

NANCY C. DAVIS
NOTARY PUBLIC
Anne Arundel County, Md.

Nancy C. Davis

Notary Public

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1965 SEP -8 AM 11:23

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GEORGE C. REICH LIBER 165 PAGE 248

vs. :

FANNIE H. NORFOLK, also known as :
FANNIE M. NORFOLK, and
DR. WILLIAM NORFOLK, her husband :
ANNIE R. STAUM
ABBE WILSON, also known as :
IBBIE M. WILSON

NO. 17,263 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

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 persons named therein, and all persons having or claiming to have any interest in the real estate therein described, as assessed to Fannie H. Norfolk and Abbe Wilson and sold for non-payment of taxes to the County Commissioners of Anne Arundel County and acquired by George C. Reich as set forth in these proceedings.

And it further appearing that summons was issued to the Defendants, Fannie H. Norfolk, also known as Fannie M. Norfolk, and Dr. William Norfolk, her husband, Annie R. Staum and Abbe Wilson, also known as Ibbie M. Wilson, and twice returned non est, as will more fully appear from the Sheriff's returns filed herein.

And it further appearing that the aforesaid Defendants and all persons having or claiming to have an interest in the property assessed to them have failed to enter an appearance herein in person or by solicitor have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon this 8th 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

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was assessed to said Defendants and described on the records of the County Treasurer and sold as aforesaid to the County Commissioners of Anne Arundel County and to the said Complainant, George C. Reich.

George Sachse

Judge

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GEORGE C. REICH LIBER 165 PAGE 250

vs.	:	NO. 17263 EQUITY
FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK, and	:	IN THE CIRCUIT COURT
DR. WILLIAM H. NORFOLK, her husband	:	OF
ANNIE R. STAUM and		
ABBE WILSON, also known as IBBIE M. WILSON	:	ANNE ARUNDEL COUNTY
	:	

Affidavit of Efforts to
Locate Defendants

George C. Reich and Winson G. Gott,Jr., his attorney, herein first being sworn and on oath, depose and say:

That reasonable efforts to locate the defendants and to warn them of the pendency of the action in these proceedings have been made. That the Plaintiff, George C. Reich, owns land adjoining the property described in these proceedings and has been on said land from time to time during the past four years and before then, and has never seen anyone on the property described in these proceedings, nor is there any evidence of possession thereon;that telephone directories of Anne Arundel County and Baltimore City were examined and the names of the defendants were not found therein; that the records in the Orphans Court of Baltimore City as well as those in Anne Arundel County were examined and nothing found as to any of the defendants. Registered letters were mailed to last known addresses of the defendants, ~~but~~ could not be delivered

George C. Reich
George C. Reich

Winson G. Gott,Jr.

STATE OF MARYLAND:ANNE ARUNDEL COUNTY:TO WIT:

I hereby certify that on this 25th day of October, 1965, before me, a Notary Public of the State and County aforesaid, personally appeared George C. Reich and Winson G. Gott,Jr., and each made oath in due form of law that the matters and facts above set forth are true to the best of their knowledge, information and belief. Witness my hand and Notarial Seal.

Alice Harris Barker
Notary Public

ALICE HARRIS BARKER NOTARY PUBLIC ANNE ARUNDEL CO., MD.

FILED
1965 OCT 25 PM 3:18

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LIBER 165 PAGE 251

No. 17263 Equity

DATE OF NOTICE
10/22/65

ARTICLE ADDRESSED TO
Ettie M. Wilson & Ella Wilson Silver Bank, Md.

C.O.D. ARTICLE NO.

has been abandoned per your directions

✓	REGISTERED	NO. 3060
	INSURED	
	CERTIFIED	

CANNOT BE DELIVERED BECAUSE:

- [ ] DELIVERY IS RESTRICTED. ADDRESSEE CAN NOT OR WILL NOT SIGN.
- [✓] INCORRECTLY ADDRESSED. SUPPLY BETTER ADDRESS IF POSSIBLE.
- [✓] UNKNOWN. SUPPLY ADDRESS OR FORWARDING DIRECTIONS, IF POSSIBLE.

State below disposition you wish made of this registered, insured, or certified article and send this form promptly in an envelope bearing first-class postage to Postmaster at:

DISPOSITION INSTRUCTIONS:

- [ ] Return to sender
- [ ] Restriction lifted—deliver to addressee's agent
- [ ] Try at _____

SIGNATURE

☆ GPO : 1962 OF—622680

DATE OF NOTICE
10/22/65

ARTICLE ADDRESSED TO
Mrs. Frances Fairbell & Fairbell on Norfolk, Norfolk, Va.

C.O.D. ARTICLE NO.

has been abandoned per your directions

✓	REGISTERED	NO. 3061
	INSURED	
	CERTIFIED	

CANNOT BE DELIVERED BECAUSE:

- [ ] DELIVERY IS RESTRICTED. ADDRESSEE CAN NOT OR WILL NOT SIGN.
- [✓] INCORRECTLY ADDRESSED. SUPPLY BETTER ADDRESS IF POSSIBLE.
- [✓] UNKNOWN. SUPPLY ADDRESS OR FORWARDING DIRECTIONS, IF POSSIBLE.

State below disposition you wish made of this registered, insured, or certified article and send this form promptly in an envelope bearing first-class postage to Postmaster at:

DISPOSITION INSTRUCTIONS:

- [ ] Return to sender
- [ ] Restriction lifted—deliver to addressee's agent
- [ ] Try at _____

SIGNATURE

☆ GPO : 1962 OF—622680

DATE OF NOTICE
OCT 22 1965

ARTICLE ADDRESSED TO
Miss Annie R. Strum
Baltimore Maryland

C.O.D. ARTICLE NO.

has been abandoned per your directions

X	REGISTERED	NO. 3062
	~~INSURED~~	
	~~CERTIFIED~~	

CANNOT BE DELIVERED BECAUSE:

- [ ] DELIVERY IS RESTRICTED. ADDRESSEE CAN NOT OR WILL NOT SIGN.
- [ ] INCORRECTLY ADDRESSED. SUPPLY BETTER ADDRESS IF POSSIBLE.
- [X] UNKNOWN. SUPPLY ADDRESS OR FORWARDING DIRECTIONS, IF POSSIBLE. Insufficient address

State below disposition you wish made of this registered, insured, or certified article and send this form promptly in an envelope bearing first-class postage to Postmaster at:

REGISTRY SECTION, BALTIMORE, MD., 21233

DISPOSITION INSTRUCTIONS:

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- [ ] Try at _____

SIGNATURE

☆ GPO 1962 OF—622680

14

LIBER 165 PAGE 252

GEORGE C. REICH	:	
vs.	:	NO. 17263 EQUITY
FANNIE H. NORFOLK, also known as FANNIE M. NORFOLK, and DR. WILLIAM H. NORFOLK, her husband ANNIE R. STAUM and ABBE WILSON, also known as IBBIE M. WILSON	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
	:	

Final Decree Foreclosing Equity of Redemption

The proceedings in this cause having been read and considered and it appearing to the Court that subpoenas issued out of this Court directed to Fannie H. Norfolk, also known as Fannie M. Norfolk, Dr. William H. Norfolk, her husband, Annie R. Staum and Abbe Wilson, also known as Ibbie M. Wilson, the Defendants named herein, have been returned twice "non est" as will more fully appear from the Sheriffs' returns filed herein; and it further appearing that a Decree Pro Confesso was entered herein on the 8th day of September, 1965 against said Defendants, and that they have not entered their appearance herein or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, this day of October, 1965,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, Fannie H. Norfolk, also known as Fannie M. Norfolk, and Dr. William H. Norfolk, her husband, Annie R. Staum and Abbe Wilson, also known as Ibbie M. Wilson, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, be and they are hereby forever foreclosed, and as between the parties to this suit, and absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold on October 10th, 1938 to the County Commissioners of Anne Arundel County, for non-payment of taxes, Certificates of Tax Sale having been issued, and assigned by Anne Arundel County to the Plaintiff, to wit:

Certificate No. 3236 B: property in 3rd District, Lots 313, 337 and 360, Round Bay City, assessed to Fannie H. Norfolk

Certificate No. 3237 B: property in 3rd District, Lots 335 and 336, Round Bay City, assessed to Abbe Wilson

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

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subsequent to the tax sales mentioned in this cause.

It is further ORDERED that the Controller for Anne Arundel County, the Collector of Taxes for Anne Arundel County and the State of Maryland, execute and deliver to George C. Reich, the Plaintiff in these proceedings, a deed of conveyance of the aforesaid lots of ground, upon payment by the Plaintiff to the said Controller of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificates, if any.

It is further ORDERED that the Plaintiff pay the costs of these proceedings.

E. Mackall Childs
JUDGE

October 25, 1965

LIBER 165 PAGE 254

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT
VS.	*	OF
BRUCE W. WHITE and MARGARET W. WHITE, his wife 314 Cedar Lane Annapolis, Maryland	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	No. 17,316 Equity

* * * * * * * *

MR. CLERK:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

V. Charles Rinaudo

V. Charles Rinaudo, Attorney

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CITY-COUNTY FORM—CONVENTIONAL

BOOK 1697 PAGE 54

LIBER 165 PAGE 255

No. 17,316 Equity

THIS MORTGAGE, Made this 25th day of September, in the year one thousand, nine hundred and sixty-three, between BRUCE W. WHITE and MARGARET W. WHITE, 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 THIRTEEN THOUSAND THREE HUNDRED ($13,300.00) 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 (6%) six per cent. per annum in the manner following:

By the payment of EIGHTY-FIVE AND 70/100ths DOLLARS ($85.70) 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 Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 15, Block "L", as shown on Plat 2 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat 7, now recorded in Plat Book No. 23, folio 47. The improvements thereon being known as No. 314 Cedar Lane.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the LandRecords of Anne Arundel County prior hereto, from Harry W. Hornbrook, widower, to the within named Mortgagors.

July 6, 1965

For Value Received, Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS:

Carolyn M. Bindeman

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President

JUL--9-65 PAID 2 3 8 CLK.CT.A.A.C. ACKASL — 1.00

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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, ~~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, fore ver.

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 convenants 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 Richard D. Biggs, 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 $133.00 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 pural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Regina Graham
Regina Graham

Bruce W. White
Bruce W. White [SEAL]

Margaret W. White
Margaret W. White [SEAL]

[SEAL]

[SEAL]

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ACKNOWLEDGMENT LIBER 165 PAGE 258 BOOK 1697 PAGE 57

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 25th day of September, 1963, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared BRUCE W. WHITE and MARGARET W. WHITE, his wife

the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared CHARLES J. FLEURY, 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

Regina Graham
Regina Graham Notary Public.

950

My commission expires , 19

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Oct. 4 1963 at 10:43 A.M.
Mailed to State Title Co. Inc.

DO NOT INDEX IN CHATTELS F (2)

MORTGAGE

FROM 526393

BRUCE W. WHITE AND

MARGARET W. WHITE, 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, $ 9.50

STATE TITLE COMPANY INC.
2 W. Preston Street
Baltimore 1, Md.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1963 OCT -1 AM 10:43 LIBER LMP

1965 OCT -9 AM 11:01

LIBER 165 PAGE 259

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE CIRCUIT COURT
VS.	*	OF
BRUCE W. WHITE and MARGARET W. WHITE, his wife 314 Cedar Lane Annapolis, Maryland	*	ANNE ARUNDEL COUNTY IN EQUITY

No 17,316 Equity

* * * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the Mortgage from Bruce W. White and Margaret W. White, his wife, to it dated the 25th day of September, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1697, Folio 54

Original Amount of Loan dated 9/25/63	$13,300.00	
Paid on Account of Principal	318.68	
Balance Due		$12,981.32
Property Expense Balance, Credit		105.31
		12,876.01
Interest from February, 1965 through August 15, 1965		421.92
		$13,297.93

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

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 Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

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1965 JUL -9 AM 10:23

V. CHARLES RINAUDO
Assignee
2 W. Preston Street
Plaintiff

LIBER 165 PAGE 260

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,316 Equity

VS.

BRUCE W. WHITE and
MARGARET W. WHITE, his wife
314 Cedar Lane
Annapolis, Maryland

* * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

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 Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

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

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

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

James H. Jones
James H. Jones, Affiant

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

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IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 13 PAGE 208

LIBER 165 PAGE 261

No. 17,316 Equity

V. Charles Rinaudo, Assignee

versus

Bruce W. White and
Margaret W. White, h/w

Assignee
BOND OF ~~TRUSTEE~~ TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, V. Charles Rinaudo
2 West Preston Street, Baltimore, Maryland

as Principal and, THE CONTINENTAL INSURANCE COMPANY, a corporation of the State of New York as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirteen Thousand Three Hundred and 00/100---------- Dollars ($13,300.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 7th day of July in the year of our Lord one thousand, nine hundred and sixty-five.

WHEREAS THE ABOVE BOUNDEN V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court Assignee of Anne Arundel County has been appointed ~~trustee~~/ to sell Real Estate 314 Cedar Lane, Annapolis, Maryland mentioned in the proceedings in the case of

V. Charles Rinaudo, Assignee

versus

Bruce W. White and Margaret W. White, h/w

now pending in said Court.

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

V. Charles Rinaudo

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

Carolyn M. Bindeman

V. Charles Rinaudo (SEAL)
V. Charles Rinaudo

(SEAL)

(SEAL)

Barbara Wheeler
Barbara Wheeler

THE CONTINENTAL INSURANCE COMPANY
By Michael E. Badolato
Michael E. Badolato, Attorney

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1965 JUL -9 AM 10:23

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V. CHARLES RINAUDO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS
314 CEDAR LANE
HILLSMERE ESTATES
ANNAPOLIS, MARYLAND
situate in the Second Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a Mortgage from Bruce W. White and Margaret W. White, his wife, dated September 25, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P .No. 1697, Folio 54, the undersigned Assignee of said Mortgage (default having occurred thereunder), will sell at public auction on the premises, on

WED., AUG. 25, 1965
AT 1:00 O'CLOCK P.M.

the following property:

BEING known and designated as Lot No. 15, Block "L", as shown on Plat 2 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat 7, now recorded in Plat Book No. 23, folio 47. The improvements being known as No. 314 Cedar Lane, in fee simple.

The property is improved by a two story, stucco, detached dwelling with full basement.

9 No. TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The cost for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore, Maryland 21201

E. T. NEWELL AND COMPANY
Auctioneer A-19

LIBER 165 PAGE 262

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

No. 17,316 Eq.

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 17, 1965

We hereby certify, that the annexed

Assignee's Sale
314 Cedar Lane
Hillsmere Estates
Bruce W. White

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 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. Hildebrand

E. T. Newell & Co., Inc.

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

LIBER 165 PAGE 263

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th 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 Charles J. Fleury, for Loyola Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (~~that he is the purchaser and purchased the same as principal and not as agent for anyone~~) (that he is the agent for the purchaser, Loyola Federal Savings and Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Federal Savings & Loan (SEAL)

Charles J. Fleury (SEAL)
Purchaser Vice Pres.

Charles and Preston Streets, Baltimore, Md. 21201
Address

William W. Mute
Notary Public

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1965 AUG 27 AM 10: 59

V. CHARLES RINAUDO
Assignee

vs.

BRUCE W. WHITE and
MARGARET W. WHITE, his wife
314 Cedar Lane
Annapolis, Maryland

LIBER 165 PAGE 264

IN THE

CIRCUIT COURT OF

Anne Arundel County

IN EQUITY

Equity No. ~~17,317~~ 17,316 Eq.

: : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Bruce W. White and Maragret W. White, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber LNP 1697 Folio 54 , and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette , a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Wednesday, August 25, 1965 at 1:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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

BEING known and designated as Lot No. 15, Block "L", as shown on Plat 2 of Section 2 of Hillsmere Estates, prepared by J. R. McCrone, Jr., Registered Surveyor, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat 7, now recorded in Plat Book No. 23, folio 47. The improvements being known as No. 314 Cedar Lane.

FILED

1965 AUG 27 AM 10: 59

11

In Fee Simple.

~~Ground Rent $ Per Annum~~

~~Payable on the days of~~

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $13,000.00, it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo

V. Charles Rinaudo, Assignee

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 Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

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ORDER NISI

LIBER 165 PAGE 266

V. CHARLES RINAUDO, Assignee

versus

BRUCE W. WHITE and

MARGARET W. WHITE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. ~~17,317~~ 17,316 Equity

Ordered, this 27th day of August, 19 65, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 13,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

V. Charles Rinaudo, Attorney
(Final Order)

FOR: Maryland Gazette (Sept. 2, Edition)

V. CHARLES RINAUDO, Assignee

versus

BRUCE W. WHITE and

MARGARET W. WHITE, 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 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 Townsend
JUDGE.

FILED

1965 OCT -6 AM 9:25

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,316 Equity

V. CHARLES RINAUDO, Assignee

versus

BRUCE W. WHITE and MARGARET W. WHITE, his wife

Ordered, this 27th day of August, 1965, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Asignee 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 $13,000.00.

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 165 PAGE 267

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,316 Bruce W. White

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 1:08

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

74 No. M. G. 3137

In the Case of

V. CHARLES RINAUDO, ASSIGNEE

VS.

BRUCE W. WHITE, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,316 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 13 AM 9:39

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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. Tolliver, deputy

FILED
1965 OCT 29 AM 8:48

15

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Dr. Mortgaged Real Estate of Bruce W. White and Margaret W. White, his wife

LIBER 165 PAGE 269

In Acct. with V. Charles Rinaudo, Assignee

						Cr.	
By	Amount of sale as per Assignee's Report of Sale filed			13,000	00		
By	Interest 6% on deferred payment $12,500.00 from 8/25/65 to 10/5/65			83	33		
						13,083	33
To	Assignee for fee, viz	133	00				
To	Assignee for commission, viz	420	00				
				553	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Clerk, recording short assignment	1	00				
	Auditor, this account	35	00				
				74	00		
To	Assignee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	92	00				
	Sunpapers - advertising - sale	33	20				
	Continental Insurance Co. - bond	53	00				
	E. T. Newell & Co., Inc. auctioneer's fee	35	00				
	Registered mail		75				
	Notary fees	2	00				
				215	95		
To	Loyola Federal Savings & Loan Assoc., Mortgagee on account of mortgage claim	12,240	38				
				12,240	38		
						13,083	33
	Balance due on mortgage as per mortgage claim filed	13,297	93				
	Interest 6% on principal balance $12,876.01 from 8/16/65 to 10/31/65	160	95				
		13,458	88				
	Credit amount allowed above	12,240	38				

	this amount subject to decree in personam	1,218	50				

17

LIBER 165 PAGE 271

JOHN H. DITTO, JR.,	:	IN THE
ATTORNEY NAMED IN MORTGAGE,	:	
PLAINTIFF	:	CIRCUIT COURT
vs	:	FOR
BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J & W GENERAL CONTRACTING, BAXTER W. JACKSON and PEGGY A. JACKSON, his wife, and KENNETH E. WOOD and LOUETTA P. WOOD, his wife,	:	ANNE ARUNDEL COUNTY
	:	(IN EQUITY)
DEFENDANTS	:	No. 17,265 Equity

Mr. Clerk:

Please docket suit in the above entitled case and file Petitioners Exhibit A.

John H. Ditto, Jr., Attorney
named in Mortgage

Levy & Ditto, Attorneys
1507 Fidelity Building
Baltimore, Maryland 21201
Saratoga 7-3445

FILED

1965 JUN 16 AM 9:09

D. R. City/County

BOOK 1783 PAGE 375

3234

LIBER 165 PAGE 272

This Mortgage,

Made this 18th day of August in the year one thousand, nine hundred and sixty-four, between BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J. & W. GENERAL CONTRACTING, BAXTER W. JACKSON and PEGGY A. JACKSON, his wife and KENNETH E. WOOD and LOUETTA P. WOOD, his wife, all

of Howard County, in the State of Maryland, MORTGAGORS, and

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J. & W. GENERAL CONTRACTING

being members of the said body corporate, have received therefrom an advance of one hundred fifty-five thousand dollars ($155,000.00) on one thousand four hundred ninety-one shares of its stock,

used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGORS being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGORS do hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6 %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in eighteen (18) months from the date hereof.

169247

275.00

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J. & W. GENERAL CONTRACTING do grant unto said body corporate, Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lots No. 27, 28, 29, 30, 31, 32, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 as shown on the Plat of Barrington, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 32, folio 5.

FILED

1965 JUN 16 AM 9:09

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BEING the same property described in a Deed bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto from Avery W. Darrow and wife, et al to the said Baxter W. Jackson and Kenneth E. Wood, Co-Partners trading as J. & W. General Contracting.

THE said Baxter W. Jackson and Peggy A. Jackson and Kenneth E. Wood and Louetta P. Wood, his wife join in the execution of this mortgage to make themselves jointly and severally liable for the performances of all the covenants and conditions of this mortgage.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 18th day of August, 1964, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared J. FRED BIRKMEYER, President of the Mortgagee, named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth

AS WITNESS my hand and Notarial Seal. Bettie L. Breeden

Bettie L. Breeden, Notary Public

THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagors, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Acts of 1955 Annotated Code of Maryland.

THIS loan may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

AT mortgagee's option mortgagors will pay a "late charge" not exceeding four percentum (4 %) of any installment when paid more than ten (10) days after the due date thereof to cover the extra expense involved in handling delinquent payments.

Together, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assign to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGORS , and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR S.

BOOK 1783 PAGE 377

To Have and to Hold the said lots of ground and premises unto the said body corporate, mortgagee, its successors and assigns forever, in fee simple.

If However the said MORTGAGORS or either of them shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagors, jointly and severally, hereby covenant and agree with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto ~~to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, annually an equal sum of 1/12 of the aggregate of the ground rent (if any), taxes, public charges and assessments and insurance premiums chargeable or assessed against said property upon the same day of each month thereafter, and beginning on the same date herein before provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, taxes and insurance premium when legally due and demandable, and any surplus remaining after the payment of said charges may at the option of said MORTGAGEE, or its assigns, be credited on any payment or account of the principal mortgage debt and the MORTGAGOR further agree that should said special fund be insufficient in amount in the last instance or in any case of an increase in the ground rents, taxes or insurance, to pay said charges when due, that the MORTGAGORS, their heirs, personal representatives or assigns, will forthwith pay such deficiency~~ said MORTGAGORS further agree to pay, when legally due, all other taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagors also covenant and agree :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGORS shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGORS specially warrant the property herein mortgaged and the MORTGAGORS will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGORS or their assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGORS hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGORS hereby also authorize and direct the said MORTGAGEE, its successors and assigns, or JOHN H. DITTO, JR., its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGORS shall, in addition to such other sum or sums with which they shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGORS, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the MORTGAGORS, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGORS for themselves, their heirs, personal representatives and assigns do hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or JOHN H. DITTO, JR. their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Five Hundred Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGORS, their heirs, personal representatives or assigns.

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Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

Witness the hands and seals of said MORTGAGORS.

TEST: as to all

Baxter W. Jackson (SEAL)
Baxter W. Jackson

Kenneth E. Wood (SEAL)
Kenneth E. Wood, Co-Partners

Baxter W. Jackson (SEAL)
Baxter W. Jackson

Peggy A. Jackson (SEAL)
Peggy A. Jackson

Lois V. de Cheubel
LOIS V. deCheubel

Kenneth E. Wood (SEAL)
Kenneth E. Wood

TEST: as to Louetta P. Wood and Peggy A. Jackson

Louetta P. Wood (SEAL)
Louetta P. Wood

State of Maryland, Baltimore City, ss

I Hereby Certify, that on this 13th day of August, one thousand, nine hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J. & W. GENERAL CONTRACTING, BAXTER W. JACKSON and KENNETH E. WOOD,

the MORTGAGORS named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act.

~~At the same time also appeared X X FRED X BRONEYER, X President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.~~

As Witness my hand and Notarial Seal.

Lois V. de Cheubel
Lois V. deCheubel — *Notary Public.*

Mortgage

FROM

BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J. & W. GENERAL CONTRACTING, BAXTER W. JACKSON and PEGGY A. JACKSON, his wife and KENNETH E. WOOD and LOUETTA P. WOOD, his wife

TO

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

REC'D FOR RECORD IN LIBER RECORDS OF BALTIMORE COUNTY 1964 AUG 19 AM 10:57 ... 1783 FOLIO 378 ... PARTNERS, LOAN

Block No.

Received for record ... 19 at ... o'clock M. and recorded in Liber ... Folio ... one of the Land Records of ... Clerk.

Cost of record $ 17.00

and examined per

LEVY AND DITTO
ATTORNEYS AT LAW
FIDELITY BUILDING
BALTIMORE, MD.

1000—8-63—J. D. L.

STATE OF MARYLAND, HOWARD COUNTY TO WIT:

I HEREBY CERTIFY that on this 13th day of August, 1964, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LOUETTA P. WOOD and PEGGY A. JACKSON two of the Mortgagors named in the foregoing mortgage, and she acknowledged the aforegoing mortgage to be her act and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal.

Lois V. de Cheubel
Lois V.deCheubel — Notary Public

Rec'd for record 19 Aug 1964 at 10:57 AM.
Mailed to Levy & Ditto

STATEMENT OF MORTGAGE CLAIM

LIBER 165 PAGE 276

JOHN H. DITTO, JR.,

ATTORNEY NAMED IN MORTGAGE,
PLAINTIFF

vs.

BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J & W GENERAL CONTRACTING, BAXTER W. JACKSON and PEGGY A. JACKSON, his wife, and KENNETH E. WOOD and LOUETTA P. WOOD, his wife,
DEFENDANTS

IN THE

CIRCUIT COURT

FOR
~~XXX~~

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,265 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$155,000.00
Interest to May 31, 1965	2,046.67
Two months late charge	54.11
	$157,100.78
Amount paid on principal of loan	16,250.00
	$140,850.78

Charles H. Brown Jr.
Vice-President - Traders Savings and Loan Association of Baltimore City

FILED
1965 JUN 16 AM 9:09

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th day of June 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 CHARLES H. BROWN, JR., Vice-President of Traders Savings and Loan Association of Baltimore City, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Bettie L. Breeden
Notary Public.

LIBER 165 PAGE 277

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

JOHN H. DITTO, JR.,

ATTORNEY NAMED IN MORTGAGE,
PLAINTIFF

vs.

BAXTER W. JACKSON and KENNETH E. WOOD, Co-Partners trading as J & W GENERAL CONTRACTING, BAXTER W. JACKSON and PEGGY A. JACKSON, his wife and KENNETH E. WOOD and LOUETTA P. WOOD, his wife,

DEFENDANTS

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 17,265 Equity

Docket 23 Folio 79

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 CHARLES H. BROWN, JR., Vice-President of TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, and made oath in due form of law that he ~~(she)~~ knows the defendants herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

Charles H. Brown
Affiant.

Subscribed and sworn to before me

this 16 day of June 19 65.

Bettie L. Breeden
Notary Public

BETTIE L. BREEDEN NOTARY PUBLIC

FILED
1965 JUN 16 AM 9:09

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Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 165 PAGE 278 BOND NO. 56 87 100 LIBER 13 PAGE 219

No. 17,265 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John H. Ditto, Jr., 1507 Fidelity Building, 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 One Hundred Fifty Five Thousand and 00/100---------- ($155,000.) 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 15th day of July in the year of our Lord sixty-five.

Whereas, the above bounden John H. Ditto, Jr.

by virtue of the power contained in a mortgage from Baxter W. Jackson & Kenneth E. Wood, co-partner T/A J. W. General Contracting, Baxter W. Jackson & Peggy A. Jackson, h/w, Kenneth E. Wood & Louetta P. Wood, h/w to Traders Savings and Loan Association of Baltimore city

bearing date the ..... day of ..... and recorded among the mortgage records of Anne Arundel County in Liber LNP No. 1783 Folio 375 and John H. Ditto, Jr.

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 John H. Ditto, Jr.

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John H. Ditto, Jr.

has hereto set his hand ..... and seal ..... and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Betty L. Breeden

John H. Ditto, Jr. (SEAL)

(SEAL)

~~Witness~~

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Dawn J. Whitney

Dawn J. Whitney

As to Surety

By Clinton A. Killam, Jr.

Attorney-in-Fact

Clinton A. Killam, Jr.

Bond approved this 20 day of July 1965

Louis N. Phipps, Clerk

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

FILED

1965 JUL 20 PM 3:06

8

#17,265 Equity

LIBER 165 PAGE 279

LEVY and DITTO, Solicitors
1507 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTIES

Comprising 10 substantially completed dwellings and 10 additional desirable building lots in the development of Barrington, Third Election District of Anne Arundel Couunty.

Under and by virtue of the powers and authority contained in a Mortgage from Baxter W. Jackson and Kenneth E. Wood, Co-Partners trading as J. & W. General Contracting, Baxter W. Jackson and Peggy A. Jackson, his wife, Kenneth E. Wood and Louetta P. Wood, his wife, to Traders Savings and Loan Association of Baltimore City, a body corporate, dated August 18 ,1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1783 folio 375 (default having occurred thereunder) the undersigned, the attorney named in the mortgage, will sell at public auction on the premises,

ON WEDNESDAY, JULY 21ST, 1965 AT 2:00 P.M.

Daylight Saving Time

All those lots of ground and improvements therein lying in Anne Arundel County and being known and designated as Lots 27, 28, 29, 30, 31, 32, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 as shown on the Plat of Barrington, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 5. All of said properties being in fee simple.

9 N

Lot No. 27 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bedrooms, bath and powder room, and full basement with fireplace.

Lot No. 29 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 31 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 45 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 46 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

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 20, 1965

We hereby certify, that the annexed

Mortgage Sale

Baxter W. Jackson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of July, 1965. The first insertion being made the 24th day of June, 1965

FILED
1965 JUL 20 PM 2 27

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidyman

Lot No. 47 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 48 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and power room, and full basement with fireplace.

Lot No. 50 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 52 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 54 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

The 10 unimproved lots are known as 28, 30, 32, 41, 42, 43, 44, 49, 51 and 53 and front on Fenton Lane, Camion Road and Camion Court.

MANNER OF SALE: The first improved property will be sold promptly at the time above mentioned, and the remaining improved properties will be sold separately in the order presented, and the bids will be reserved, and the 10 improved properties will then be offered as an entirety and the bid reserved, the unimproved lots will then be offered as an entirety and the bid reserved, and the entire group of 20 lots will then be offered as an entirety, and the property will be sold in the manner producing the largest amount.

TERMS OF SALE: Deposit on each improved property of $1,000.00 and if sold as a group $10,000.00, deposit on the unimproved lots $2,000.00 or a deposit of $12,000.00 if the entire group is sold as an entirety. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to the day of settlement.

Taxes and all other expenses including Sanitary District Charges, if any, to be adjusted to day of sale; cost of all documentary stamps and property transfer tax, if any, to be paid by the purchaser.

DIRECTIONS: East on Mountain Road to Brookfield Road (1 Block past Lake Shore Drive-in Movie) Right on Brookfield Road one mile to Eliot Road, Left on Eliot Road one Block to property.

NOTE: For other information and inspection of plat contact the office of the Auctioneer.

John H. Ditto, Jr.
Attorney named in Mortgage
ALEX COOPER
Auctioneer

Jy-15

LIBER 165 PAGE 281

JOHN H. DITTO, JR.

ATTORNEY NAMED IN MORTGAGE

VS

BAXTER W. JACKSON, ET AL

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
Equity Docket 23, folio 77
17265

I hereby certify that I have this 21st day of July 1965, sold the property described in the attached advertisement of sale at and for the sum of $152,000 xx to Jacob L. Friedman Leon A. Crane & Max Singer he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph A. Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 21st day of July 1965, purchased the property described in the attached advertisement of sale from John H. Ditto, Jr., Attorney named in Mortgage, at and for the sum of $152,000 xx and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Jacob L. Friedman
Leon A. Crane
Max Singer
Purchaser

LEVY and DITTO, Solicitors
1507 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTIES

Comprising 10 substantially completed dwellings and 10 additional desirable building lots in the development of Barrington, Third Election District of Anne Arundel Couunty.

Under and by virtue of the powers and authority contained in a Mortgage from Baxter W. Jackson and Kenneth E. Wood, Co-Partners trading as J. & W. General Contracting, Baxter W. Jackson and Peggy A. Jackson, his wife, Kenneth E. Wood and Louetta P. Wood, his wife, to Traders Savings and Loan Association of Baltimore City, a body corporate, dated August 18 ,1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1783 folio 375 (default having occurred thereunder) the undersigned, the attorney named in the mortgage, will sell at public auction on the premises,

ON WEDNESDAY, JULY 21ST, 1965 AT 2:00 P.M.

Daylight Saving Time

All those lots of ground and improvements therein lying in Anne Arundel County and being known and designated as Lots 27, 28, 29, 30, 31, 32, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 as shown on the Plat of Barrington, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 5. All of said properties being in fee simple.

Lot No. 27 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bedrooms, bath and powder room, and full basement with fireplace.

Lot No. 29 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement

Lot No. 47 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 48 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and power room, and full basement with fireplace.

Lot No. 50 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 52 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 54 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

The 10 unimproved lots are known as 28, 30, 32, 41, 42, 43, 44, 49, 51 and 53 and front on Fenton Lane, Camion Road and Camion Court.

MANNER OF SALE: The first improved property will be sold promptly at the time above mentioned, and the remaining improved properties will be sold separately in the order presented, and the bids will be reserved, and the 10 improved properties will then be offered as an entirety and the bid reserved, the unimproved lots will then be offered as an entirety and the bid reserved, and the entire group of 20 lots will then be offered as an entirety, and the property will be sold in the manner producing the largest amount.

TERMS OF SALE: Deposit on each improved property of $1,000.00 and if sold as a group $10,000.00, deposit on the unimproved lots $2,000.00 or a deposit of $12,000.00 if the entire group is sold as an entirety. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to the day of settlement.

ED
AM 11:30

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1965 July 26
AM. 11.30

with fireplace.

Lot No. 31 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 45 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 46 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Taxes and all other expenses including Sanitary District Charges, if any, to be adjusted to day of sale; cost of all documentary stamps and property transfer tax, if any, to be paid by the purchaser.

DIRECTIONS: East on Mountain Road to Brookfield Road (1 Block past Lake Shore Drive-in Movie) Right on Brookfield Road one mile to Eliot Road, Left on Eliot Road one Block to property.

NOTE: For other information and inspection of plat contact the office of the Auctioneer.

John H. Ditto, Jr.
Attorney named in Mortgage
ALEX COOPER
Auctioneer

Jy-15

LIBER 165 PAGE 282

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

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 Baltimore City, Baltimore County, personally appeared Jacob L. Friedman, Leon A. Crane, Max Singer, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~, and that he has not directly or indirectly discouraged anyone from bidding for the said 2 improved and unimproved, mentioned in the said Report of Sale. lots in Barrington, Anne Arundel County, Md.

Jacob L. Friedman (SEAL) Purchaser

Leon A. Crane Purchaser

Max Singer Purchaser

Joseph A. Cooper Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CO. MD.

FILED

1965 JUL 26 AM 11:35

LIBER 165 PAGE 284

JOHN H. DITTO, JR.	:	IN THE CIRCUIT COURT
ATTORNEY NAMED IN MORTGAGE	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BAXTER W. JACKSON, ET AL	:	EQUITY DOCKET 23, FOLIO 77
	:	# 17265

: :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John H. Ditto, Jr., Attorney named in the Mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, (and also in the Baltimore Sunday Sun on July 4th, 11th and 18th) the said John H. Ditto, Jr., Attorney named in the Mortgage, did pursuant to said notice on the 21st day of July, 1965 at 2:00 p.m., sell on the premises, the aforesaid fee simple property which is more fully described in a copy of the advertisement

LEVY and DITTO, Solicitors
1507 Fidelity Building
Baltimore 1, Maryland

Mortgage Sale

OF DESIRABLE FEE SIMPLE PROPERTIES

Comprising 10 substantially completed dwellings and 10 additional desirable building lots in the development of Barrington, Third Election District of Anne Arundel Couunty.

Under and by virtue of the powers and authority contained in a Mortgage from Baxter W. Jackson and Kenneth E. Wood, Co-Partners trading as J. & W. General Contracting, Baxter W. Jackson and Peggy A. Jackson, his wife, Kenneth E. Wood and Louetta P. Wood, his wife, to Traders Savings and Loan Association of Baltimore City, a body corporate, dated August 18 ,1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1783 folio 375 (default having occurred thereunder) the undersigned, the attorney named in the mortgage, will sell at public auction on the premises,

ON WEDNESDAY, JULY 21ST, 1965 AT 2:00 P.M.

Daylight Saving Time

All those lots of ground and improvements therein lying in Anne Arundel County and being known and designated as Lots

Lot No. 47 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 48 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and power room, and full basement with fireplace.

Lot No. 50 — Improved by a partially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 52 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

Lot No. 54 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

The 10 unimproved lots are known as 28, 30, 32, 41, 42, 43, 44, 49, 51 and 53 and front on Fenton Lane, Camion Road and Camion Court.

MANNER OF SALE: The first improved property will be sold promptly at the time above mentioned, and the remaining improved properties will be sold separately in the order presented, and the bids will be reserved, and the 10 improved properties will then be offered as an entirety and the bid re-

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1965 JUL 26 AM 11:30

27, 28, 29, 30, 31, 32, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 as shown on the Plat of Barrington, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 32, folio 5. All of said properties being in fee simple.

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Lot No. 46 — Improved by a substantially completed brick split foyer dwelling containing living room, dining room, kitchen, three bed rooms, bath and powder room, and full basement with fireplace.

served, the unimproved lots will then be offered as an entirety and the bid reserved, and the entire group of 20 lots will then be offered as an entirety, and the property will be sold in the manner producing the largest amount.

TERMS OF SALE: Deposit on each improved property of $1,000.00 and if sold as a group $10,000.00, deposit on the unimproved lots $2,000.00 or a deposit of $12,000.00 if the entire group is sold as an entirety. Balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the day of sale to the day of settlement.

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DIRECTIONS: East on Mountain Road to Brookfield Road (1 Block past Lake Shore Drive-in Movie) Right on Brookfield Road one mile to Eliot Road, Left on Eliot Road one Block to property.

NOTE: For other information and inspection of plat contact the office of the Auctioneer.

John H. Ditto, Jr.
Attorney named in Mortgage
ALEX COOPER
Auctioneer

Jy-15

attached hereto, unto Leon A. Crane, Jacob L. Friedman and Max Singer, as an entirety, at and for the sum of One Hundred Fifty-two Thousand Dollars ($152,000.00) being the manner of sale producing the largest amount and they being the highest bidders for said property; said property having been first offered for sale in the various manners specified in the attached advertisement of sale.

John H. Ditto, Jr., Attorney named in the 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 Baltimore County, personally appeared JOHN H. DITTO, JR., Attorney named in the Mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Bettie L. Breeden

BETTIE L. BREEDEN

Notary Public

13

ORDER NISI

JOHN H.DITTO,JR. ATTORNEY
NAMED IN MORTGAGE

versus

BAXTER W. JACKSON,ET AL

LIBER 165 PAGE 287

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,265 Equity

Ordered, this 26th day of July, 19 65, That the sale of the property in these proceedings mentioned made and reported by John H. Ditto, Jr. Attorney named in the 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 $ 152,000.00.

Lena N. Phipps Clerk.

True Copy,
John H. Ditto, Jr. Atty

TEST: Clerk.
For the Maryland Gazette (July 29th Edition)

(Final Order)

JOHN H. DITTO, JR., ATTORNEY NAMED
IN MORTGAGE

versus

BAXTER W. JACKSON, ET AL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of September, 196 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 Gladden
JUDGE.

FILED

1965 SEP -2 PM 2:57

14

LIBER 165 PAGE 288

JOHN H. DITTO, JR.	:	IN THE CIRCUIT COURT
Attorney in Mortgage	:	FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
BAXTER W. JACKSON, et al	:	DOCKET No. 23, FOLIO 77
	:	# 17265

: :

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Leon A. Crane, Jacob L. Friedman and Max Singer, Purchasers, respectfully represents unto Your Honor:

1. That John H. Ditto, Jr., the Attorney named in the Mortgage, filed in this proceedings, acting in pursuance of the powers contained in the said Mortgage, did sell the property contained in the Mortgage at a public sale on July 21st, 1965 unto your Petitioners at and for the sum of One hundred fifty-two thousand dollars ($152,000.00).

2. That said John H. Ditto, Jr., Attorney named in the Mortgage, did report the sale to this Honorable Court and an Order Nisi was passed giving persons who have any objections to the sale until August 30th, 1965 to file such objections.

3. That your Petitioners have sold their right, title and interest in and to the said property to Max Singer and Rosalye Singer, his wife.

WHEREFORE your Petitioners pray that this Honorable Court pass an Order to substitute Max Singer and Rosalye Singer, his wife, as purchasers in lieu of the Petitioners, and to ratify the sale of said property to the substituted purchasers.

AND as in duty bound, etc.

Leon A. Crane

Leon A. Crane

J. L. Friedman

Jacob L. Friedman

Max Singer

Max Singer

FILED
1965 AUG 16 AM 9:32

15

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 11th day of August in the year nineteen hundred and sixty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared LEON A. CRANE, JACOB L. FRIEDMAN and MAX SINGER and they acknowledged that the matters and facts set forth in the foregoing Petition are true as therein set forth to the best of their information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Alexander Cooper

Notary Public

NOTARY PUBLIC ALEXANDER COOPER BALTIMORE, MD.

The undersigned consent and join herein in the request of Leon A. Crane, Jacob L. Friedman and Max Singer to ratify the sale as hereinabove set forth to Max Singer and Rosalye Singer, his wife, as substituted purchasers.

Max Singer

Max Singer

Rosalye Singer

Rosalye Singer

I, JOHN H. DITTO, JR., Attorney named in the Mortgage, hereby consent to the substitution of Max Singer and Rosalye Singer, his wife, as purchasers in the place and stead of Leon A. Crane, Jacob L. Friedman and Max Singer.

John H. Ditto, Jr.

John H. Ditto, Jr.

Attorney named in the Mortgage

16

LIBER 165 PAGE 290

O R D E R

Upon the aforegoing Petition, Affidavit and Consents, it is this 16th day of August 1965 Ordered by the Circuit Court for Anne Arundel County, that Max Singer and Rosalye Singer, his wife, be and they are hereby substituted as purchasers in the place and stead of Leon A. Crane, Jacob L. Friedman and Max Singer in the same manner and to the same extent as if they had originally purchased the said property at said sale, provided, however, that the liability of the original purchasers is not hereby released.

E. Mackall Childs

JUDGE.

FILED

1965 AUG 16 PM 3:38

17

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,265 Equity
JOHN H. DITTO, JR., Attorney named in Mortgage
versus
BAXTER W. JACKSON, et al

Ordered, this 26th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by John H. Ditto, Jr., Attorney named in the 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 $152,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-19

OFFICE OF LIBER 165 PAGE 291

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 17, 1965

We hereby certify, that the annexed

Order Nisi Sale
Aug 17, 1965
Baxter W. Jackson, 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 30th day of August, 1965. The first insertion being made the 27th day of July, 1965.

FILED
1965 AUG 20 AM 9:00

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

18 No. M. G. 3213

LIBER 165 PAGE 292

In the Case of

JOHN H. DITTO, JR., ATTORNEY
NAMED IN MORTGAGE

VS.

BAXTER W. JACKSON, ET AL, ETC.

In the

Circuit Court

For

Anne Arundel County

No. 17,265 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 SEP 17 AM 10: 14
FILED

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. Tolleck, deputy

FILED
1965 OCT -5 AM 9:32

19

Dr. Mortgaged Real Estate of Baxter W. Jackson and Kenneth E. Wood, et al

In Acct. with John H. Ditto, Jr., Attorney Named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report of Sale filed			152,000	00		
By	Interest 6% on deferred payment $140,000.00 from 7/21/65 to 9/8/65			1,115	80		
						153,115	80
To	Attorney for fee, viz	500	00				
To	Attorney for commission, (see Order of Court dated 9/9/65)	2,810	00				
				3,310	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, court costs	47	00				
	Sheriff, Baltimore City	4	00				
	Auditor, this account	40	00				
				111	00		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc. Advertising & Nisi - sale	190	00				
	Sunpapers, advertising - sale	206	70				
	Daily Record, advertising - sale	27	28				
	Speer Publications, Inc., hand bills	8	24				
	Fidelity & Deposit Co. of Maryland - bond	620	00				
	Alex Cooper Auctioneers, Inc., fee	3,225	00				
	Halethorpe Homes, Inc., securing properties	148	50				
	Karosa Hall, cleaning properties	81	65				
	Clerk, photo-copies	14	75				
	1/1/65 to 6/30/65, taxes	219	96				
	Adjustment, taxes from 7/1/65 to 7/21/65	35	70				
	Adjustment, water charges from 1/1/65 to 7/21/65	388	50				
				5,166	28		

to	Traders Savings & Loan Assoc. of Balti-						
	more City, Mortgagee, on account of						
	mortgage claim	140,850	78				
	Interest 6% on principal balance						
	$138,750.00 from 6/1/65 to 9/30/65	2,775	00				
				143,625	78		
To	Avery W. Darrow and Esther K. Darrow,						
	his wife and William H. Thorley and Ruth						
	Thorley, his wife, on account of second						
	Mortgage claim filed	902	74				
				902	74		
						153,115	80

LIBER 165 PAGE 295

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FREDERICK SHERIDAN WESTOVER AND EVA A. WESTOVER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 17,280 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 Frederick Sheridan Westover and Eva A. Westover, his wife, to the Baltimore Federal Savings and Loan Association, dated July 31, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC 1050 folio 340.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21201

Le 9-6841

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1965 JUN 24 AM 9:22

2-45-12956

VA Form VB4-6318 (Home Loan) Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1050 PAGE 340

MARYLAND

LIBER 165 PAGE 296

No. 17,280 Equity

MORTGAGE

THIS MORTGAGE, made this 31st day of July, A. D. 1956, by and between FREDERICK SHERIDAN WESTOVER and EVA A. WESTOVER, his wife,

of Anne Arundel County, ~~xxx~~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 TWELVE THOUSAND FOUR HUNDRED TEN AND 00/100ths Dollars ($12,410.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½%) per annum until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Sixty-two and 88/100ths Dollars ($62.88), commencing on the first day of September, 1956, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on ~~the first day of~~ July 30, 1986, ~~19~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 2 Block E as laid out and shown on a plat entitled "Plat 2, King's Heights" by Edward Hall, III and Associates, dated June, 1954 and recorded among the Plat Records of Anne Arundel County on May 27, 1955 in Plat Book No. 26 folio 19. The improvements thereon being known as No. 213 Bruce Avenue.

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 Cordelle Construction Company, Inc. unto the within named Mortgagors.

FILED

1965 JUN 24 AM 9:22

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

16—49690-6

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:

G.E. ~~Westinghouse~~ Automatic Washer	$135.00
G.E. ~~Westinghouse~~ Clothes Drier	125.00
G.E. ~~Westinghouse~~ 10 cu. ft. Refrigerator	200.00
Samco Gas Range 36"	100.00

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Robert F. Nayden

RobertF. Nayden

Frederick Sheridan Westover [SEAL]
Frederick Sheridan Westover

[SEAL]

Eva A. Westover [SEAL]
Eva A. Westover

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 31st day of July, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Frederick Sheridan Westover and Eva A. Westover, 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.

Robert F. Nayden
Robert F. Nayden Notary Public.

ROBERT F. NAYDEN NOTARY PUBLIC BALTIMORE, MD.

Application No. 41775
Written by EER
Approved by
Examiner
Ready for Record

Rec'd for record Aug 2 1956 at 2:56 P.M.
Mailed to The Colonial Title Guarantee Co.
Mark.

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

WALTER S. CALWELL
Attorney Named in Mortgage
VS.
FREDERICK SHERIDAN WESTOVER
EVA A. WESTOVER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 165 PAGE 299

245-12756

LIBER 165 PAGE 300

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FREDERICK SHERIDAN WESTOVER AND EVA A. WESTOVER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 17,280 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, 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 and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

FILED

1965 JUN 24 AM 9:22

6

LIBER 165 PAGE 301

WALTER S. CALWELL,
Attorney Named In Mortgage

VS.

FREDERICK SHERIDAN WESTOVER AND
EVA A. WESTOVER, HIS WIFE

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity - No. 17,280

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Frederick Sheridan Westover and Eva A. Westover, his wife

to Baltimore Federal Savings and Loan Association

dated the 31st day of July 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No 1050 Folio 340.

Amount of Mortgage	$12,410.00
Less - amount paid on principal	1,643.40
	10,766.60
Plus - interest to 6/17/65	184.43
	10,951.03
Less - balance in expense account	169.79
	$10,781.24

766.60
169.79
596.81

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 JUN 24 AM 9:22

7

#17,280 Equity

CALLAHAN, CALWEL' nd
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 Frederick Sheridan Westover and Eva A. Westover, his wife, to Baltimore Federal Savings and Loan Association, dated and recorded among the Land Records of Anne Arundel County in Liber GTC (No. 1050 folio 340 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JULY 22nd, 1965 THREE P.M. (EDT)

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland at King's Heights, near Odenton, and described as follows:

BEING known and designated as Lot No. 2 Block E as laid out and shown on a plat entitled "Plat 2, King's Heights" by Edward Hall, III and Associates, dated June, 1954 and recorded among the Plat Records of Anne Arundel County on May 27, 1955 in Plat Book No. 26 folio 19. The improvements thereon being known as No. 213 Bruce Avenue.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantates, 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, one story detached dwelling, containing 6 rooms (3 bedrooms) 1 bath, hot water 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 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

8 No

OFFICE OF

Maryland Gazette LIBER 165 PAGE 302

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1965

We hereby certify, that the annexed

Attorney's Sale

Frederick Sheridan Westover

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.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED JUL 20 1965 PM 1:27

no 17,280

Mortgagee and Attorney's Bond.

1-369

LIBER 165 PAGE 303

LIBER 13 PAGE 220

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-1094-65

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 TEN THOUSAND EIGHT HUNDRED AND NO/100 - - - - - - - - - - - - ($10,800.00) - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of July 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 Frederick Sheridan Westover and Eva A. Westover, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 31st day of July nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1050, Folio 340, ~~and~~

537 (formerly 213) Bruce Avenue - Anne Arundel County, Maryland is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered
in the presence of

Clara M. Link
~~xxxxx~~ Witness as to Surety:

J. McDuffie
J. McDuffie

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

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 21st day of July 1965

Louis N. Phipps, Clerk

FILED

1965 JUL 21 AM 10: 36

9

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
FREDERICK SHERIDAN WESTOVER EVA A. WESTOVER, HIS WIFE	:	(In Equity) - No. 17,280
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated July 31st, 1956 and recorded among the Land Records of Baltimore County in Liber G.T.C. No. 1050 folio 340 from said Frederick Sheridan Westover and Eva A. Westover, 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 three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 2, Block E, as laid down and shown on a Plat entitled "Plat 2, King's Heights" by Edward Hall, III and Associates, dated June, 1954 and recorded among the Land Records of Anne Arundel County in Plat Book 26 folio 19, the improvements whereon are now known as No. 537 (formerly 213) Bruce Avenue; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

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1965 JUL 26 AM 9:46

10

CALLAHAN, CALWELL 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 Frederick Sheridan Westover and Eva A. Westover, his wife, to Baltimore Federal Savings and Loan Association, dated and recorded among the Land Records of Anne Arundel County in Liber GTC (No. 1050 folio 340 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JULY 22nd, 1965 THREE P.M. (EDT)

all that fee simple lot of ground situate and lying in the Fourth Election District of Anne Arundel County, Maryland at King's Heights, near Odenton, and described as follows:

BEING known and designated as Lot No. 2 Block E as laid out and shown on a plat entitled "Plat 2, King's Heights" by Edward Hall, III and Associates, dated June, 1954 and recorded among the Plat Records of Anne Arundel County on May 27, 1955 in Plat Book No. 26 folio 19. The improvements thereon being known as No. 213 Bruce Avenue.

Together with the buildings thereupon, and all rights, alleys, ways, waters, privileges, appurtenances and advantates, 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, one story detached dwelling, containing 6 rooms (3 bedrooms) 1 bath, hot water 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 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

LIBER 165 PAGE 305

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 Eleven Thousand three hundred twenty-five ($11,325.00) Dollars, in fee simple, 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 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, Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of July, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) they are

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

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

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION
_____(SEAL)

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

_____
Address

Williams M. White
Notary Public

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1965 JUL 26 AM 9:46

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ORDER NISI

WALTER S. CALWELL, Attorney
Named in Mortgage

versus

FREDERICK SHERIDAN WESTOVER
EVA A. WESTOVER, HIS WIFE

LIBER 165 PAGE 308
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,280 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 $ 11,325.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland Gazette (July 29th Edition)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

~~FREDERICK SHERIDAN WESTOVER~~
EVA A. WESTOVER, 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 Gilbert
JUDGE.

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1965 SEP -2 AM 9:50

13

LIBER 165 PAGE 309

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR
Frederick Sheridan Westover EVA A. Westover, his wife	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 17,280

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. 537 (formerly 213) Bruce Avenue and described in these proceedings to Baltimore Federal Savings and Loan Association.

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

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

Walter S. Calwell,
Attorney Named in Mortgage

ASSENT

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

Walter S. Calwell,
Attorney Named in Mortgage

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY

CHARLES E. WILLIAMS, Vice President

FILED

1965 JUL 26 AM 9:46

14

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, Administrator of Veterans' Affairs be and he is hereby substituted as purchaser of the property mentioned in these proceedings, known as No. 537 (formerly 213) Bruce Avenue, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

E. Mackay Chilton
JUDGE

FILED

1965 JUL 30 PM 3:34

15

17,280 Equity

Mortgagee and Attorney's Bond.

1-369

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

LIBER 165 PAGE 311

60 JOHN STREET
NEW YORK, N.Y.

BOND NO: 19-0370-1094-65 LIBER 13 PAGE 230

ADDITIONAL

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE HUNDRED TWENTY-FIVE AND NO/100 - ($525.00) - - - - - - 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 28th day of July 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 Frederick Sheridan Westover and Eva A. Westover, his wife, to the Baltimore Federal Savings and Loan Association / bearing date the 31st day of July nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G. T. C. No. 1050, Folio 340 ~~and~~

537 (formerly 213) Bruce Avenue - Anne Arundel County, Maryland

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

~~XXXXX~~ Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Additional Bond approved this 30 day of July 1965

FILED

1965 JUL 30 AM 10: 10

Clerk

16

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,330 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
versus
FREDERICK SHERIDAN WESTOVER and
EVA A. WESTOVER 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 $11,325.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

A-19

OFFICE OF

Maryland Gazette

LIBER 165 PAGE 312

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. 17,330 Frederick Sheridan Westover

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 19th day of August, 1965.

FILED
1965 AUG 20 PM 2.00

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

17 No. M. G. 3315

LIBER 165 PAGE 313

In the Case of

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

VS.

FREDERICK SHERIDAN WESTOVER AND
EVA A. WESTOVER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,280 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 SEP 17 AM 10: 14
FILED

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: Carolyn B. Tollerick, deputy

FILED
1965 OCT -5 AM 9:32

19

Dr. Mortgaged Real Estate of Frederick Sheridan Westover and

Eva A. Westover, 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			11,325	00		
By	Interest 6% on deferred payment						
	$10,825.00 from 7/22/65 to 9/2/65			75	50		
						11,400	50
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	369	75				
				419	75		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	75				
	Auditor, this account	35	00				
				77	75		
To	Attorney, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	79	32				
	New Amsterdam Casualty Co. - bond	45	00				
	E. T. Newell & Co., Inc., auctioneer's fee	35	00				
	Adjustment, taxes from 7/1/65 to 7/22/65	12	21				
	Notary fees	1	25				
				172	78		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	10,730	22				
				10,730	22		
						11,400	50
	Balance due on mortgage as per mortgage						
	claim filed	10,781	24				
	Interest 4½% on principal balance						
	$10,596.81 from 6/18/65 to 9/30/65	124	11				
		10,905	35				
	Credit amount allowed above	10,730	22				
	This amount subject to decree in personam	175	13				

5-26-65
FSC/atd
3607-3-1038

JAMES W. ROUSE & COMPANY, INCORPORATED

Plaintiff

vs.

FRANCES T. LEICHT

Defendant(s)

LIBER 165 PAGE 315

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Docket _____ Folio _____

Case No. 17,232 Equity

Filed _____

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

That on the 10th day of June, 1963, the Defendant(s) executed and delivered to James W. Rouse & Company, Incorporated, a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $9,150.00 and interest as therein mentioned, wherein said mortgagor(s) assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this Petition. Said mortgage was assigned to State of Maryland for the Use of Employees' Retirement System under date of November 6, 1963 and subsequently reassigned unto James W. Rouse & Company, Incorporated under date of May 7, 1965

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

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

AND, AS IN DUTY BOUND, etc.

Frederic S. Cross

Frederic S. Cross
Attorney for Plaintiff

FILED
1965 MAY 28 AM 9:42

LIBER 165 PAGE 316
FHA Form No. 2127-H
(Revised August 1962)

BOOK 1670 PAGE 294

App. 58988

MORTGAGE

No. 17,232 Equity

Purchase Money

THIS MORTGAGE, Made this 10th day of June - - - - - , A. D. 19 63, by and between Frances T. Leicht, divorced -

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

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

WHEREAS, the Mortgagor, ~~[illegible]~~ is justly indebted to the Mortgagee for borrowed money in the principal sum of Nine Thousand, One Hundred and Fifty - - - - - - - - - - Dollars ($ 9,150.00 - - -), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter - - per centum (5-1/4 - - %) per annum on the unpaid principal until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, - - - - - - - - - - - - - - - , in Baltimore - - - - - - - - - - - Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Fifty-Four and 90/100 - - - - - - - - - - - - - - - - - - Dollars ($ 54.90 - - - -), commencing on the first day of July , 19 63, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June , 19 88. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

Being known as Lot No. 4 as the same is shown on the Plat of Diller Manor which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 23 as surveyed and prepared by J. R. McCrone, Jr. Inc.

The improvements thereon being known as No. 211 Aquahart Road, formerly 203 Aquahart Road.

Being the same lot of ground described in an assignment of even date herewith and intended to be recorded prior hereto among the Land Records of Anne Arundel County from Carl H. Schwenke (widower) to the within named mortgagor.

FOR VALUE RECEIVED and without recourse James W. Rouse & Company, Incorporated, hereby assigns the within mortgage unto STATE OF MARYLAND FOR THE USE OF EMPLOYEES' RETIREMENT SYSTEM, its successors and assigns.

AS WITNESS the signature of James W. Rouse & Company, Incorporated, by the hand of its vice-president, together with its corporate seal hereto affixed this 6th ~~day of~~ November, 1963.

WITNESS

Nora M. Paige

Nora M. Paige

JAMES W. ROUSE & COMPANY, INCORPORATED

BY: C. Carey

Vice President

1965 MAY 28 AM 9:42 FILED

(See Over)

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

Exhibit No. 1

3 The State of Maryland, for the use of the Employees' Retirement System, hereby assigns the within Mortgage unto James W. Rouse & Company, Inc. By:

J. Millard Tawes, Governor

Andrew Heubeck, Jr.
Secretary to the Board

Louis L. Goldstein, Comptroller of the Treasury

John A. Luetkemeyer, Treasurer

Acting as the BOARD OF PUBLIC WORKS of the State of Maryland.

LIBER 165 PAGE 317

BOOK 1670 PAGE 295

**see below

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, wall to wall carpeting, 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.

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

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, subject to an annual ground rent of $90.00 payable half-yearly on the 25th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

7. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days' time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

4

BOOK 1670 PAGE 297 LIBER 165 PAGE 319

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or Joseph H. Young, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of $91.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), her heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness:

Homer M Lester

Frances T. Leicht [SEAL]
Frances T. Leicht

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1670 PAGE 298

I HEREBY CERTIFY, That on this the 10th day of June - - , 19 63, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared Frances T. Leicht (widow) - - - - - - - - - - - - - - - - - - known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

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

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

My commission expires: 5/3/65

HOMER M. LESTER NOTARY PUBLIC BALTIMORE, MD.

Homer M Lester
10.01 Notary Public.

Rec'd for record July 3, 1963 at 1:39 P.M.
Mailed to Real Estate Title Co., Inc.

App. 58988. Execution approved; Cross Index Chattel Records
Written by len Approved for record; Agent

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

STATE OF MARYLAND (2) R

Loan No.

PURCHASE MONEY
MORTGAGE

Frances T. Leicht, divorced,
TO
James W. Rouse & Company, Inc.

Received for Record
at 1670 o'clock M., 19
Same day recorded in Liber No.
Folio 294, etc., one of the
Records of and
examined per
Cost of Records, $ 10.00, Clerk.
Chattel

No. ..... Insured
under section .....
of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

FEDERAL HOUSING COMMISSIONER
By ..... Authorized Agent.
Date .....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

REAL ESTATE TITLE CO., Inc.
☆ U.S. GOVERNMENT PRINTING OFFICE 1962 O-638350
KEYSER BLDG.
BALTIMORE - 2, MD.

1071

SHORT ASSIGNMENT

OF MORTGAGE

FROM

State of Maryland

TO

James W. Rouse & Co

BLOCK

1.00

Received for Record

o'clock M. Same day

Recorded in Liber No.

Folio etc., one of the

Records of Baltimore City, and examined.

Per

Clerk.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1965 MAY -7 AM 8:50 & RECORDED IN LIBER LNP NO. 1670 FOLIO 298 LOUIS H. SHIPPS, CLERK

5M—6-68 REAL ESTATE TITLE CO., INC.
410 KEYSER BUILDING
BALTIMORE, MARYLAND, 21202
LE. 9-3212

5M—8-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

James W. Rouse & Company

TO

State of Maryland For the Use of Employees Retirement System

1.00

Received for Record 19

at o'clock M. Same day

Recorded in Liber No.

Folio etc., one of the

Records of Baltimore County, and examined.

Per

Clerk.

REAL ESTATE TITLE CO., Inc.
KEYSER BLDG.
BALTIMORE - 2, MD.

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1963 NOV 14 PM 2:29 & RECORDED IN LIBER LNP NO. 1610 FOLIO 298 LOUIS H. SHIPPS, CLERK

5-18-65
FSC/atd
3607-3-1038

LIBER 165 PAGE 321

JAMES W. ROUSE & COMPANY, INCORPORATED	*	IN THE
	*	CIRCUIT COURT
Plaintiff	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
FRANCES T. LEICHT,	*	
	* Docket	Folio
	Case No.	17232 Equity
Defendants	* Filed	

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

As of May 31, 1965

Original amount of mortgage		$ 9, 150.00
LESS		
Total principal payments		277.81
		$ 8, 872.19
PLUS		
Interest due from Dec. 1, 1964 through May 31, 1965 at 5-1/4% on $ 8,872.19	232.92	
Late charges from Jan. 1965 through May, 1965	9.25	
		242.17
		$ 9,114.36
LESS		
Credit balance in expense account		106.36
TOTAL MORTGAGE DEBT CLAIMED		$ 9,008.00

STATE OF MARYLAND,
COUNTY OF BALTIMORE , Sct.

I HEREBY CERTIFY, that on this 25th day of May, 1965, and before me, a Notary Public of the State of Maryland, in and for said County of Baltimore , personally appeared Harry H. Batchelor, Vice President of James W. Rouse & Company, Incorporated and agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause remaining due and unpaid, as of May 31 , 1965, to the said James W. Rouse & Company, Incorporated.

AS WITNESS my hand and Notarial Seal.

M. Elizabeth Schroeder
Notary Public

MARION ELISABETH SCHROEDER NOTARY PUBLIC Baltimore County, Md.

My commission expires: 7-1-65

FILED
1965 MAY 28 AM 9:42

6

5-18-65
FSC/atd
3607-3-1038

LIBER 165 PAGE 322

JAMES W. ROUSE & COMPANY, INCORPORATED Plaintiff vs. FRANCES T. LEICHT Defendant(s)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket _____ Folio _____ Case No. 17,232 Equity Filed _____

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said county personally appeared Harry H. Batchelor, Vice President of James W. Rouse & Company, Incorporated, and made oath in due form of law that he knows of the defendant(s) herein, and that to the best of his information, knowledge and belief

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

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

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

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

JAMES W. ROUSE & COMPANY, INCORPORATED

By: Harry H. Batchelor
Harry H. Batchelor, Vice Pres.

Subscribed and sworn to before me this 25th day of May 1965.

M. Elisabeth Schoenhut
Notary Public

My commission expires: 7-1-65

MARY ELISABETH SCHOENHUT NOTARY PUBLIC County, Md.

FILED
1965 MAY 28 AM 9:42

7

5-26-65
FSC/atd
3607-3-1038

JAMES W. ROUSE & COMPANY, INCORPORATED Plaintiff vs. FRANCES T. LEICHT Defendants	* * * * * * *	IN THE LIBER 165 PAGE 323 CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket _____ Folio _____ Case No. 17,232 Equity Filed _____

DECREE FOR SALE OF MORTGAGED PREMISES

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

IT IS THEREUPON, this 1st day of June, 19 65, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Frederic S. Cross and Decatur H. Miller or either of them, be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Five Hundred ---------- Dollars ($ 9,500.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises; they shall then proceed to make the said sale of the premises, having given notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper so as to comply with the Maryland Rules of procedure (1963 Repl. Vol. Ed.) Rule BR 3. b. (i) of the time

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1965 JUN -1 PM 1:47

8

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

George Sachse
Judge

9

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 13 . 202 17232

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 165 PAGE 325

James W. Rouse & Company, Incorporated

versus

Frances T. Leicht

BOND OF TRUSTEE TO SELL Real Estate

no. 17,232 Equity.

KNOW ALL MEN BY THESE PRESENTS: That we, Frederic S. Cross and Decatur H. Miller as Principals, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Five Hundred and 00/100 - - - - - - - - - - - - - - - - - - - Dollars ($9,500.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

WHEREAS THE ABOVE BOUNDEN Frederic S. Cross and Decatur H. Miller by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed trustees to sell Real Estate mentioned in the proceedings in the case of

James W. Rouse & Company, Incorporated

versus

Frances T. Leicht

now pending in said Court.

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

Aldona F. Sollinger

Frederic S. Cross (SEAL)
Frederic S. Cross

Decatur H. Miller (SEAL)
Decatur H. Miller

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Douglas Von Hagel
Douglas Von Hagel
Attorney in fact

Bond approved this 6th day of July, 1965

Louis N. Phipps, Clerk

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1965 JUL -6 AM 10: 42

10

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

Trustee's Sale

OF LEASEHOLD PROPERTY

The improvements thereon being known as 211 Aquahart Road

By virtue of a decree of the Circuit Court for Anne Arundel County passed on the 1st day of June, 1965, in the case entitled: "James W. Rouse & Company, Incorporated, Plaintiff, vs. Frances T. Leicht, Defendant" the undersigned Trustees will sell at Public Auction at the premises on

TUESDAY, JULY 6, 1965, AT 2:00 P.M. (EDST)

The property is described as follows:

"BEING known as Lot No. 4 as the same is shown on the Plat of Diller Manor which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 folio 23 as surveyed and prepared by J. R. McCrone, Jr., Inc. The improvements thereon being known as No. 211 Aquahart Road, formerly 203 Aquahart Road.

Being subject to an annual ground rent of $90.00 payable half-yearly on the 25th days of March and September in each and every year."

For a more complete description see mortgage from Frances T. Leicht, divorced to James W. Rouse & Company, Incorporated dated June 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber 1670, Folio 294,

IMPROVEMENTS: The improvements consist of an attractive single family detached one story frame and brick veneer dwelling containing living room, dining room, kitchen, 3 bedrooms and bath and having forced, hot air heat gas-fired.

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

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

FREDERIC S. CROSS
DECATUR H. MILLER
Trustees

Jy-1

OFFICE OF

LIBER 165 PAGE 326

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1965

We hereby certify, that the annexed

Trustee's Sale
No. 17,232 Equity
Francis T. Leicht 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 6th day of July, 1965. The first insertion being made the 10th day of June, 1965.

FILED
1965 JUL 12 PM 1:51

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighton

AUCTIONEER'S AFFIDAVIT

I HEREBY CERTIFY that at the request of the Trustees appointed in the captioned proceedings that I offered the property described in the annexed advertisement of sale at public auction on the premises the improvements thereon being known as 211 Aquahart Road Anne Arundel County, Maryland on Tuesday, July 6, 1965, at 2:00 o'clock

and sold the same to William T. Burris and Dorothy Mae Burris, his wife at and for the sum of Nine Thousand Eight Hundred Dollars ($ 9800.00) said buyer being at that price the highest bidder therefor, and that I have not paid and will not pay, directly or indirectly, any sum or consideration for employing me or for aiding to employ me to make such sale.

SUBSCRIBED AND SWORN TO

Betty K. Harris
BETTY K. HARRIS
Notary Public

Auctioneer

FILED
1965 JUL 13 AM 9:49

LIBER 165 PAGE 328

James W. Rouse & Company Incorporated Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR Anne Arundel County
Frances T. Leicht Defendant(s)	* Docket 23 Folio 55 Case No. 17232 Equity * Filed May 28, 1965	

* * * * * * * * *

AFFIDAVIT BY PURCHASER

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~ Anne Arundel, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared William T. Buellis, Jr. & Dorothy M. Buellis of Pasadena, Maryland, and made oath in due form of law that he attended the public sale held herein of the leasehold property, the improvements thereon being known as 211 Aquahart Road, Anne Arundel County, Maryland, which was held on July 6, 1965, pursuant to decree of this Court entered on June 1, 1965, and that to the best of his information, knowledge and belief

(1) by bid made by him the property was bought by William T. Buellis and Dorothy Mae Buellis, his wife as principal,

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

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

William T. Buellis Jr.
Dorothy M. Buellis

Subscribed and sworn to before me this 6th day of July

BETTY K. HARRIS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

FILED
1965 JUL 13 AM 9:49

Betty K. Harris
BETTY K. HARRIS Notary Public

My commission expires:
July 1, 1967

13

7-9-65
FSC/atd
3607-3-1038

LIBER 165 PAGE 329

JAMES W. ROUSE & COMPANY, INCORPORATED Plaintiff vs. FRANCES T. LEICHT Defendant(s)	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Docket 23 Folio 55 Case No. 17232 Filed May 28, 1965

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

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT

The Report of Sale of Frederic S. Cross and Decatur H. Miller, Trustees, appointed by the decree in the above entitled case, to make sale of the mortgaged property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital-Gazette Press a newspaper printed and published in Anne Arundel Maryland, for more than three successive weeks preceding the day of sale, said Trustees pursuant to said notice, did, on Tuesday, July 6, 1965, at 2:00 P. M., sell the property mentioned in these proceedings, that is to say:

Your Trustees offered, at public sale, to the highest bidder, the property mentioned in the mortgage dated June 10, 1963 and delivered to James W. Rouse & Company, Incorporated, and recorded among the Land Records of Anne Arundel County in Liber 1670 folio 294; , viz:

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1965 JUL 13 AM 9:49

14

BEING known as Lot No. 4 as the same is shown on the Plat of Diller Manor which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book No. 28 Folio 23 as surveyed and prepared by J.R. McCrone, Jr., Inc. The improvements thereon being known as No. 211 Aquahart Road, formerly 203 Aquahart Road.

BEING subject to an annual ground rent of $90.00 payable half-yearly on the 25th days of March and September in each and every year.

And your Trustees sold said property unto William T. Buellis, Jr. and Dorothy M. Buellis at and for the sum of Nine Thousand Eight Hundred ---------- Dollars ($ 9,800.00), said buyers being at that price the highest bidder therefor.

AND, as in duty bound, etc.

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

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

STATE OF MARYLAND }
CITY OF BALTIMORE } SCT:

I HEREBY CERTIFY, that on this 12th day of July 1965 , before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Frederic S. Cross and Decatur H. Miller,
Trustees, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Aldona T. Dollinger
Notary Public
Aldona T. Dollinger
My commission expires: 6-30-65

15

ORDER NISI

JAMES W. ROUSE & COMPANY,
INCORPORATED

versus

FRANCES T. LEICHT

LIBER 165 PAGE 331

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,232 Equity

Ordered, this 13th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by Frederic S. Cross and Decatur H. Miller, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 9,800.00

Louis N Phipps Clerk.

True Copy,

TEST: Clerk.

Frederic S. Cross, Atty
(Final Order)

For the Maryland Gazette (July 15th Edition)

JAMES W. ROUSE & COMPANY,
INCORPORATED

versus

FRANCES T. LEICHT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of August, 19 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. Warfield

JUDGE.

FILED

1965 AUG 19 AM 10: 06

16

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 17,232 Equity

JAMES W. ROUSE & COMPANY, INCORPORATED
versus
FRANCES T. LEICHT

Ordered, this 13th day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by Frederic S. Cross and Decatur H. Miller, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $9,800.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-5

No. M. G. 9479

17

OFFICE OF LIBER 165 PAGE 332

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 No. 17,232 Frances T. Leicht

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 1:54

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 333

In the Case of

JAMES W. ROUSE & Company, Incorporated

VS.

FRANCES T. LEICHT

In the

Circuit Court

For

Anne Arundel County

No. 17,232 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 20 PM 3:42

All of which is respectfully submitted.

September 20, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th 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. Tolliver, deputy

FILED
1965 OCT -6 AM 11:46

18

Dr. JAMES W. ROUSE & COMPANY, Incorporated vs. FRANCES T. LEICHT

LIBER 165 PAGE 334

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

Cr.

1965, July 6						
Proceeds of Sale	9,800	00				
Interest on deferred payment of $8,800.00 from						
6/10/65 to 9/10/65 @ 6%	132	00	9,932	00		
					9,932	00
To Trustees for fee, viz:	91	00				
To Trustees for commissions, viz:	327	96	418	96		
To Trustees for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	28	00				
Auditor - stating this account	40	00	78	00		
To Trustees for expenses, viz:						
Capital-Gazette Press - advertising sale	87	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	60	00				
U.S.Fidelity & Guaranty Co. - bond premium	38	00				
Ground Rent	41	25				
Water bill	16	04				
1965-66 County taxes, 7/1/65 to 7/6/65	4	35				
Miscellaneous notary fees	2	50	264	66		
To James W. Rouse & Company, Incorporated,						
Mortgage claim in full as filed	9,008	00				
Interest on principal balance of $8,872.19 from						
6/1/65 to 10/6/65 - 127 days @ 5¼%	162	09	9,170	09		
To Frances T. Leicht this surplus		29		29		
					9,932	00

LIBER 165 PAGE 335

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) 17,106 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 John Seltzer and Anne S. Seltzer, his wife to Baltimore Federal Savings and Loan Association, dated March 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1463 folio 524.

Walter S. Calwell
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Md. 21202

Le 9-6841

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1965 MAR 26 PM 12:00

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

MARYLAND

BOOK 1463 PAGE 524

LIBER 165 PAGE 336

MORTGAGE

THIS MORTGAGE, made this 20th day of March, A. D. 19 61, by and between JOHN SELTZER and ANNE S. SELTZER, his wife

No. 17,106 Equity

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE THOUSAND FIVE HUNDRED and 00/100 Dollars ($ 9,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of Baltimore Federal Savings and Loan Association, in Baltimore Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 46/100 Dollars ($ 52.46), commencing on the first day of April, 19 61, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 19 91. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 15 Block 46 Section 6 as shown on the Plat of Harundale Section 6 recorded among the Plat Records of Anne Arundel County in Plat Book 20 folio 29. The improvements thereon being known as 1704 Manning Road.

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

It being the intention of this conveyance to convey the property as more fully set forth and described by metes and bounds as follows:

BEGINNING for the same on the northeasternmost line of Manning Road at a point 227.80 feet northwesterly from the beginning of a curve to the right connecting said northeasternmost line of Manning Road with the westernmost line of Lorimer Road said point of beginning being at the dividing line between Lot 14 and Lot 15 Block 46 Section 6 Harundale, the plat of said subdivision being recorded among the plat records of Anne Arundel County, Maryland in Plat Book 20 at folio 29 and running thence binding along said dividing line between Lot 14 and Lot 15 north 35 degrees 51 minutes 50 seconds east 100.19 feet thence binding along the northeasternmost outline of said Lot 15 north 42 degrees 52 minutes 23 seconds west 17.33 feet and north 56 degrees 26 minutes 21 seconds west 40.03 feet (the last mentioned distance being erroneously shown as 32.03 feet on the plat heretofore mentioned) thence continuing along the outline of said Lot 15 south 35 degrees 51 minutes 50 seconds west 101.96 feet to the aforesaid northeasternmost line at Manning Road thence binding along the northeasternmost line of Manning Road south 54 degrees 08 minutes 10 seconds east 57 feet to the point of beginning. The improvements thereon being known as 1704 Manning Road.

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1965 MAR 26 PM 12:01

* 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.~~

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of One hundred fifty ($150.00) Dollars payable half-yearly on the 20th days of March and September in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

JOHN R. HOLLAND, JR.

John Seltzer [SEAL]
John Seltzer

[SEAL]

Anne S. Seltzer [SEAL]
Anne S. Seltzer

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1463 PAGE 528

I HEREBY CERTIFY, That on this 20th day of March, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John Seltzer and Anne S. Seltzer, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR. Notary Public.

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

51880 Examined

Rec'd for record Mar. 27 1961 at 11:41 A.M.
Mailed to The Colonial Title Guarantee Co.

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

WALTER S. CALWELL, Attorney Named in Mortgage

VS.

JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

LIBER 165 PAGE 340

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE	:	In Equity - No. 17,106

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from John Seltzer and Anne S. Seltzer, his wife

to Baltimore Federal Savings and Loan Association

dated the 20th day of March 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No 1463 Folio 524

Amount of Mortgage	$9500.00
Less - amount paid on principal	488.25
	9011.75
Plus - interest to 3/23/65	306.14
	9317.89
Plus - overdraft in expense account	74.26
	9392.15

9011.75
74.26
9086.01

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March 1965 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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LIBER 165 PAGE 341

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
VS.	*	FOR
		ANNE ARUNDEL COUNTY
JOHN SELTZER and ANNE S. SELTZER, his wife	*	In Equity No. 17,106

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st day of April, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Charles E. Williams, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of Law that John Seltzer, one of the Defendants against whom these foreclosure proceedings are instituted, is in the Military Service of the United States, and that Anne S. Seltzer, his wife, one of the Defendants against whom these foreclosure proceedings are instituted, is not in the Military Service of the United States, or of any Nation allied with the United States, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by the Adjutant General of the Army.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Charles E. Williams

Charles E. Williams, Vice President
Affiant

Subscribed and sworn to before me
this 1st day of April, 1965.

Robert F. Vavrina

Robert F. Vavrina, Notary Public

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7

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
JOHN SELTZER and ANNE S. SELTZER, his wife	*	In Equity No. 17,106

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That John Seltzer and Anne S. Seltzer, his wife, the Defendants herein are now the record title owners of leasehold property situate in Anne Arundel County, known as 1704 Manning Road, having purchased said property by deed dated March 20, 1961 from Inland Realty, Inc. duly recorded among the Land Records of Anne Arundel County, for the purchase price of $9,500.00 which total purchase price was financed by a purchase money mortgage for $9,500.00, executed, dated and delivered on March 20, 1961 to Baltimore Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1463 folio 524, and filed among the papers in this cause as "Plaintiff's Exhibit 'A'".

2. That said mortgage is in default for the non-payment of monthly payments of principal, interest and property expense due under said mortgage from September, 1964 to April, 1965, a period of eight months, representing a total arrearage of $696.00, and the present unpaid principal indebtedness due on said mortgage is $9,392.15,

3. That the payment of said mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which Act were made available to

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John Seltzer, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Baltimore Federal Savings and Loan Association, as present holder of the aforesaid mortgage, has filed a Notice of Intention to Foreclose with the Veterans Administration under the guaranty issued by the Veterans Administration on said mortgage, in connection with the claim procedure of the Veterans Administration, and the Veterans Administration has established the basis for proceeding with said foreclosure for the purpose of minimizing loss by the Veterans Administration incident to their guaranty of said mortgage.

4. That foreclosure proceedings on the aforementioned mortgage were instituted on behalf of your Petitioner on March 26, 1965 in this Honorable Court, and there has been filed with the Clerk, as "Plaintiff's Exhibit 'A'" therein, the original mortgage aforementioned.

5. That the said John Seltzer, RA 16 268 894, whose rank is Sergeant First Class, is now in the Military Service of the United States Army, stationed with 4th Training Brigade, US Army Training Center, Infantry, Fort Polk, Louisiana 71446, and that John Seltzer was in the Military Service of the United States Army on March 20, 1961, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Baltimore Federal Savings and Loan Association, and the said John Seltzer is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, as to preclude continuance of foreclosure of the aforesaid mortgage. A Certificate for use under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, certified by the direction of the Adjutant General of the Army, evidencing said facts is filed with this Petition, as a part hereof, marked "Plaintiff's Exhibit 'B'", and there is also filed with this Petition a Military Affidavit, as required under the aforementioned Act, setting forth the fact that the said John Seltzer is in the military service of the United States.

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

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

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell, Attorney named in Mortgage, Petitioner

Callahan, Calwell and Laudeman, Solicitors

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1st day of April, 1965, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore County, personally appeared Walter S. Calwell, Attorney Named in Mortgage, Petitioner, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Robert F. Vavrina, Notary Public

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ORDER

LIBER 165 PAGE 345

It is this 9th day of April, 1965, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that **Richard G. Anderson, Esquire** be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 3rd day of May, 1965, provided a copy of this Petition and Order be served on the Defendants or on **Richard G. Anderson, Esq.**, Attorney for the Defendants, on or before the 18th day of April, 1965.

George Sachse
Judge

Service of the within Petition + Order of Court admitted this 13th day of April, 1965
Richard G. Anderson

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LIBER 165 PAGE 346 Plaintiff's Exhibit 'B' AGPE-VS jlw

CERTIFICATE F . USE UNDER SOLDIERS' AND SAILC. ' CIVIL RELIEF ACT

TO ALL WHOM IT MAY CONCERN:

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

SELTZER, John RA 16 268 894 (See reverse side)

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

DATE AND PLACE OF ENTRY INTO SERVICE Re-enlisted 3 April 1962 Kaiserslautern, Germany, for a period of six (6) years.	GRADE ON ENTRY Sergeant First Class
HOME ADDRESS AT TIME OF ENTRY 51 - 13th Street, Port Huron, Michigan	CURRENT MONTHLY BASE PAY $360.00

CURRENT GRADE AND DUTY ASSIGNMENT Sergeant First Class
4th Training Brigade, US Army Training Center, Infantry, Ft Polk, Louisiana 71446

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

PLACE OF ENTRY INTO SERVICE	DATES IN SERVICE FROM	TO
GRADE ON ENTRY	LAST GRADE AND DUTY ASSIGNMENT	
HOW ENTERED SERVICE (Induction, enlistment, etc.)	HOME ADDRESS AT TIME OF ENTRY	
HOW RELEASED FROM SERVICE [ ] DISCHARGED [ ] DEATH [ ] OTHER (Specify)	PLACE OF SEPARATION	

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

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

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

REMARKS

CERTIFICATION

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

GIVEN AT [X] INDIANAPOLIS, INDIANA [ ] ST. LOUIS, MO., OFFICE OF THE ADJUTANT GENERAL, THIS 24th DAY OF February, ONE THOUSAND NINE HUNDRED AND sixty-five.

J. Newfolder
ADJUTANT GENERAL

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

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AGPERSCEN FORM 13 REPLACES EDITION OF 1 OCT 60, WHICH IS OBSOLETE.
12 1 DEC 64

Prior Service

Date of Entry	Date of Separation
13 Aug 48	12 Aug 51
13 Aug 51	12 Aug 57
13 Aug 57	2 Apr 62

12

LIBER 165 PAGE 348

April 14, 1965

Sergeant First Class John Seltzer,
RA16268894, U.S. Army
4th Training Brigade
U.S. Army Training Center, Infantry
Fort Polk, Louisiana 71446

Re: 1704 Manning Road, Harundale
Glen Burnie, Maryland

Dear Sergeant Seltzer:

I have been appointed by the Circuit Court for Anne Arundel County to represent your interest in the foreclosure proceedings now pending in that Court concerning the above referenced property which you and your wife mortgaged to Baltimore Federal Savings and Loan Association on March 20, 1961. Unless this property is redeemed, or you have a defense to the foreclosure proceedings, this property will be sold by the attorney named in the mortgage to satisfy the outstanding obligation under the mortgage.

If you have a defense to these proceedings or if you plan to redeem the property, please communicate with me no later than May 1, 1965. Also, if you have no objections to these proceedings continuing, please notify me to that effect immediately.

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

Yours very truly,

Richard G. Anderson

RGA/ljr
REGISTERED MAIL
RETURN RECEIPT REQUESTED
COPY to Mrs. Seltzer

Mrs. Anne S. Seltzer
1704 Manning Road, Harundale
Glen Burnie, Md.

13

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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 4/15/65

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)

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 4/14/65

SHOW WHERE DELIVERED (only if requested)

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LIBER 165 PAGE 350

WALTER S. CALWELL, Attorney Named in Mortgage	*	NO. 17,106 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
JOHN SELTZER and ANNE S. SELTZER, his wife	*	FOR ANNE ARUNDEL COUNTY

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

1. That he was appointed by Order of this Honorable Court on the 9th day of April, 1965, to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 13th day of April, 1965.

2. That immediately thereafter, on April 14, 1965, he advised both of the Defendants of these proceedings by registered mail, return receipts requested, a copy of this letter being attached hereto, and that he has received return receipts, copies of which are attached hereto as evidence thereof for the aforesaid letters.

3. That neither the Defendant, John Seltzer, nor the Defendant, Anne S. Seltzer, have answered the aforesaid letters nor has the said Attorney had any communication with the said Defendants whatsoever.

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

And, as in duty bound, etc.

Richard G. Anderson
Richard G. Anderson
Attorney for Defendants

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

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15

I HEREBY CERTIFY that on this 3rd day of May, 1965, I mailed a copy of the aforegoing Answer to Walter S. Calwell, Esquire, Petitioner, Callahan, Calwell & Laudeman, Baltimore Federal Building, Fayette & St. Paul Streets, Baltimore 2, Maryland.

Richard G. Anderson

Richard G. Anderson

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LIBER 165 PAGE 352

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE	*	IN THE CIRCUIT COURT
		FOR
VS.	*	
		ANNE ARUNDEL COUNTY
JOHN SELTZER and ANNE S. SELTZER, his wife,	*	In Equity No. 17,106

ORDER

The Defendants, John Seltzer and Anne S. Seltzer, his wife, having failed to show cause as required by the Order of this Court, dated April 9, 1965, although it appears that a copy was served on Richard G. Anderson, Attorney appointed by this Court, and the said Attorney having filed his Answer showing no reason why the proceedings should not be continued and the cause having been submitted and the Court having read and considered the Petition, Exhibits, Affidavit and Answer:

It is this 6th day of May, 1965, Ordered and Decreed by the Circuit Court for Anne Arundel County that Walter S. Calwell, Attorney named in Mortgage, Petitioner, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Attorney named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the Mortgage filed in these proceedings.

George Jackson
Judge

APPROVED:
Richard G. Anderson
Richard G. Anderson,
Attorney for Defendants

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1965 MAY -7 AM 9:12

17

CALLAHAN, CALW
& LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE to Baltimore Federal Savings and Loan Association, dated March 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1463 folio 524 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premise on

WEDNESDAY, JUNE 30th, 1965 AT 3:15 P.M. (EDT)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of Harundale, Glen Burnie area, and described as follows:

BEING known and designated as Lot No. 15 Block 46 Section 6 as shown on the Plat of Harundale Section 6 recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The above lot being correctly described by and included in, as determined by recent survey, the following metes and bounds:

18 N BEGINNING for the same on the northeasternmost line of Manning Road at a point 227.80 feet northwesterly from the beginning of a curve to the right connecting said ...

OFFICE OF LIBER 165 PAGE 353

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 Attorney's Sale No 17, 16 6 Equity John Seltzer

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.

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THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

connecting said northeasternmost line of Manning Road with the westernmost line of Lorimer Road said point of beginning being at the dividing line between Lot 14 and Lot 15 Block 46 Section 6 Harundale, the plat of said subdivision being recorded among the plat records of Anne Arundel County, Maryland in Plat Book 20 at folio 29 and running thence binding along said dividing line between Lot 14 and Lot 15 north 35 degrees 51 minutes 50 seconds east 100.19 feet thence binding along the northeasternmost outline of said Lot 15 north 52 degrees 52 minutes 23 seconds west 17.33 feet and north 56 degrees 26 minutes 21 seconds west 40.03 feet (the last mentioned distance being erroneously shown as 32.03 feet on the plat heretofore mentioned) thence continuing along the outline of said Lot 15 south 35 degrees 51 minutes 50 seconds west 101.96 feet to the aforesaid northeasternmost line at Manning Road thence binding along the northeasternmost line of Manning Road south 54 degrees 08 minutes 10 seconds east 57 feet to the point of beginning. The improvements thereon being known as 1704 Manning Road.

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

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of 1 story, 1 family detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, utility room, hot water oil fired heat.

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

WALTER S. CALWELL
Attorney Named in Mortgage
E.T. NEWELL & CO., INC.
Auctioneer Ju-24

Equity No 17106

Mortgagee and Attorney's Bond.

LIBER 13 PAGE 195

1-369

LIBER 165 PAGE 355

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19-0370-0945-65

No. 17,106 Equity

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building - Baltimore, Maryland 21202 as Principal and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of NINETY-FOUR HUNDRED AND NO/100 - - - ($9400.00) - - - - - - 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 23rd day of June 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 John Seltzer and Anne S. Seltzer, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 20th day of March nineteen hundred and sixty-one and recorded among the Land Records of Anne Arunel County, in Liber G. T. C. No. 1463, Folio 524 ~~and~~

1704 Manning 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)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

FILED
1965 JUN 30 AM 9:13

Bond approved this 30th day of June, 1965

Louis N. Phipps Clerk

19

E. T. Newell & Co., Inc.

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

LIBER 165 PAGE 356

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of June, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES E. WILLIAMS Vice President of Baltimore Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the purchaser and purchased the same as principal and not as agent for anyone) they are

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

that he has not directly or indirectly discouraged anyone from bidding for the said prop-
they have

erty mentioned in the said Report of Sale.

BALTIMORE FEDERAL
SAVINGS AND LOAN ASSOCIATION _____(SEAL)

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

_____
Address

Notary Public

FILED
1965 JUL -2 AM 10: 24

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LIBER 165 PAGE 357

WALTER S. CALWELL Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE	:	(In Equity) - No. 17,106
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1463 folio 524 from said John Seltzer and Anne S. Seltzer, 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 30th day of June, 1965 at 3.15 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 15, Block 46, Section 6, as shown on the Plat of Harundale, Section 6, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book 20 folio 29, the improvements whereon are known as No. 1704 Manning Road; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale.

FILED
1965 JUL -2 AM 10: 24

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CALLAHAN, CALWELL
& LAUDEMAN
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE to Baltimore Federal Savings and Loan Association, dated March 20th, 1961 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1463 folio 524 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premise on

WEDNESDAY, JUNE 30th, 1965 AT 3:15 P.M. (EDT)

all that leasehold lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, in the Development of Harundale, Glen Burnie area, and described as follows:

BEING known and designated as Lot No. 15 Block 46 Section 6 as shown on the Plat of Harundale Section 6 recorded among the Plat Records of Anne Arundel County in Plat Book 20, folio 29. The above lot being correctly described by and included in, as determined by recent survey, the following metes and bounds:

BEGINNING for the same on the northeasternmost line of Manning Road at a point 227.80 feet northwesterly from the beginning of a curve to the right connecting said northeasternmost line of Manning Road with the westernmost line of Lorimer Road said point of beginning being at the dividing line between Lot 14 and Lot 15 Block 46 Section 6, Harundale, the plat of said subdivision being recorded among the plat records of Anne Arundel County, Maryland in Plat Book 20 at folio 29 and running thence binding along said dividing line between Lot 14 and Lot 15 north 35 degrees 51 minutes 50 seconds east 100.19 feet thence binding along the northeasternmost outline of said Lot 15 north 52 degrees 52 minutes 23 seconds west 17.33 feet and north 56 degrees 26 minutes 21 seconds west 40.03 feet (the last mentioned distance being erroneously shown as 32.03 feet on the plat heretofore mentioned) thence continuing along the outline of said Lot 15 south 35 degrees 51 minutes 50 seconds west 101.96 feet to the aforesaid northeasternmost line at Manning Road thence binding along the northeasternmost line of Manning Road south 54 degrees 08 minutes 10 seconds east 57 feet to the point of beginning. The improvements thereon being known as 1704 Manning Road.

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

LIBER 165 PAGE 358

Subject to an annual ground rent of $150.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property

The improvements consist of 1 story, 1 family detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, utility room, hot water oil fired heat.

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

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

Ju-24

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

The property was sold to Baltimore Federal Savings and Loan Association, at and for the sum of Ninety-five Hundred ($9500.00) Dollars, subject to the payment of an annual ground rent of $150.00, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 1st 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 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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ORDER NISI

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN SELTZER and ANNE S. SELTZER, his wife

LIBER 165 PAGE 361

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,106 Equity

Ordered, this 2nd 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 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 $ 9500.00.

Louis A. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

For the Maryland Reports (Jud. 8th edition)

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN SELTZER and ANNE S. SELTZER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of August, 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 AUG 10 AM 10: 56

23

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
JOHN SELTZER AND ANNE S. SELTZER, HIS WIFE	:	In Equity - No. 17,106

PETITION TO SUBSTITUTE A PURCHASER

TO THE HONORABLE THE JUDGE OF SAID COURT:

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

That your Petitioner, by his Report of Sale filed in these proceedings ~~on the day of 196~~ sold certain leasehold property situated in Anne Arundel County, known as No. 1704 Manning 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, W. J. Driver ~~Gleason, Jr.~~, as Administrator of Veterans' Affairs, who has requested to be so substituted.

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

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

ASSENT

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

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

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Charles E. Williams
CHARLES E. WILLIAMS, Vice President

FILED
1965 JUL -2 AM 10: 24

24

ORDER

UPON the aforegoing Petition and Assent, it is hereby this 2nd 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. 1704 Manning Road, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

E. Mackall Gilliss
Judge

FILED
1965 JUL -6 AM 10: 32

25

LIBER 165 PAGE 364

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,106 EQUITY
WALTER S. CALWELL, Attorney Named in Mortgage
versus
JOHN SELTZER and
ANNE S. SELTZER, his wife

Ordered, this 2nd 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 th 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 $9500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
Jy-29

1965 AUG -2 PM 4:26 FILED

26

No. M. G. 9459

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 2, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,106 John Seltzer

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 365

In the Case of

WALTER S. CALWELL, ATTORNEY
NAMED IN MORTGAGE

VS.

JOHN SELTZER AND
ANNE S. SELTZER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,106 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 19 AM 10:09

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 7th 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 -7 PM 1:23

27

Dr. Mortgaged Real Estate of John Seltzer and Anne S. Seltzer, his wife

LIBER 165 PAGE 366

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

						Cr.	
By	Amount of sale as per Attorney's Report of Sale filed			9,500	00		
By	Interest 6% on deferred payment $9,000.00 from 6/30/65 to 8/11/65			64	91		
By	Adjustment, sanitary charges from 6/30/65 to 12/31/65			11	97		
						9,576	88
To	Attorney for fee, viz	50	00				
To	Attorney for commission, viz	315	00				
				365	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Clerk, court costs	43	75				
	Richard G. Anderson, counsel fee, as per Order of Court 7/21/65	50	00				
	Auditor, this account	35	00				
				148	75		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	108	18				
	New Amsterdam Casualty Co. - bond	38	00				
	E. T. Newell & Co., auctioneer's fee	35	00				
	Adjustment, ground rent from 3/20/65 to 6/30/65	41	60				
	Notary fees	1	25				
				224	03		
To	Baltimore Federal Savings & Loan Assoc., mortgagee on account of mortgage claim	8,839	10				
				8,839	10		
						9,576	88
	Balance due on mortgage as per mortgage claim filed	9,392	15				

Interest 5¼% on principal balance		
$9,086.01 from 3/24/65 to 9/3/65	210	63
	9,602	78
Credit amount allowed above	8,839	10
This amount subject to decree in personam	763	68

LIBER 165 PAGE 368

WILLIAM C. ROGERS, Attorney Named in Mortgage	*	IN THE
vs.		CIRCUIT COURT
ROBERT W. WILSON and	*	FOR
BARBARA S. WILSON, his wife		ANNE ARUNDEL COUNTY
* *	*	* No. 17,261 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 G. Gott, Jr.,
Lee Building, Annapolis, Md.
Attorney for Plaintiff

FILED

1965 JUN 14 AM 10:49

FHA Form No. 2127-H
(Revised August 1961)

 MORTGAGE No. 17, 261 Sgt

THIS MORTGAGE, Made this 6th day of June, A. D. 1962, by and between ROBERT W. WILSON and BARBARA S. WILSON, his wife, ---------

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, --
~~a corporation organized and existing under the laws of the State of~~
hereinafter called the Mortgagee,

WHEREAS, the Mortgagor, *being a member of the Mortgagee*,* is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVEN THOUSAND FIVE HUNDRED --------------------Dollars ($ 7,500.00-------), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one quarter -- per centum (--------5¼%) per annum on the unpaid principal until paid, principal and interest being payable at the office of VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, ---------- in Baltimore City, in the State of ~~Maryland, or at~~ such other place as the holder hereof may designate in writing, in monthly installments of FORTY-FIVE ---------------------------------Dollars ($45.00---------), commencing on the first day of August----- 19 62 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July-------, 19 87. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 33, Block F, as shown on the Plat of Section 1 of Arundel Village Subdivision which Plat is recorded in Cabinet 3, Road E-5, Plat No. 8 (Now in Plat Book 18, folio 36) of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5327 Fourth Street.

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 immediately prior hereto was granted and conveyed by THOMAS P. DeLAY and MIRIAM E. DeLAY, his wife to ROBERT W. WILSON and BARBARA S. WILSON, his wife, the within Mortgagors.

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

FILED
1965 JUN 14 AM 10:49

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LIBER 165 PAGE 370

Together with the following Chattels; 21" Gas Range

BOOK 1569 PAGE 387

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein , with the benefit of renewal forever, subject to the payment of the annual rent of $60.00 payable half-yearly on the 24th days of April and October, 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 at any other time.

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

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

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($1/12$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with

which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

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

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

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

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

(IV) amortization of the principal of said debt.

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

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

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

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

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

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

7. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 60 days time from the date of this mortgage, declining to insure this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of this mortgage may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or WILLIAM C. ROGERS, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon a sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of ONE HUNDRED ($100.00)------- Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor(s), their ------ heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

Witness: Clayton S. Charewich
CLAYTON S. CHAREWICH

Robert W. Wilson [SEAL]
ROBERT W. WILSON

Barbara S. Wilson [SEAL]
BARBARA S. WILSON

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE ---------to wit: BOOK 1569 PAGE 390

I HEREBY CERTIFY, That on this the 6th day of June, 1962, before me, a Notary Public of the State of Maryland, the undersigned officer, personally appeared ROBERT W. WILSON and BARBARA S. WILSON, his wife,----- known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they-- executed the same for the purpose therein contained.

At the same time also personally appeared 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 WITNESS WHEREOF, I hereunto set my hand and official seal.

Clayton S. Charewich
CLAYTON S. CHAREWICH Notary Public.

My commission expires: May 6th, 1963.

Rec'd for record June 11 1962 at 11.08 A.M. 11.00

Mailed to The Security Title Guarantee Corp. of Balto.

49618 EE

INDEX IN CHATTELS

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

STATE OF MARYLAND

Loan No.

MORTGAGE

ROBERT W. WILSON and BARBARA S. WILSON, TO his wife VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record ,19 , at o'clock M.

Same day recorded in Liber No. Folio , etc., one of the Records of and examined per 5327 4th STREET Clerk.

Cost of Records, $ Ft. 11.00

No. Insured under section of the National Housing Act and Regulations of the Federal Housing Commissioner thereunder

FEDERAL HOUSING COMMISSIONER

By Authorized Agent.

Date

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 JUN 11 AM 11:08 & RECORDED IN LIBER GTC NO 1569 FOLIO 386 GE CROMWELL, CLERK

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

WILLIAM C. ROGERS,

Attorney Named in Mortgage

vs.

ROBERT W. WILSON and

BARBARA S. WILSON, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,261 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of Vermont Federal Savings and Loan Association under the mortgage from Robert W. Wilson and Barbara S. Wilson, his wife to Vermont Federal Savings and Loan Association dated June 6, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1569, folio 386.

Robert W. Wilson and wife
5327 Fourth Street
Anne Arundel County, Md.

31.50

Original amount of Loan $7,500.00

7096.76
75.07
7003.09

Balance due on Mortgage
(June 1965 interest included) $7,158.31

VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

Joseph J. Turek

JOSEPH J. TUREK, Asst.
Vice President

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 Joseph J. Turek, Asst. Vice President of Vermont 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

Herbert C. Moore

HERBERT C. MOORE Notary Public

FILED

1965 JUN 14 AM 10:49

6

WILLIAM C. ROGERS, Attorney *

Named in Mortgage

vs.

ROBERT W. WILSON and *

BARBARA S. WILSON, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,261 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 Joseph J. Turek, Asst. Vice President of Vermont 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 Trainings and Service Act of 1940 as amended

4. said defendants are not a memeber of the Enlisted Reserve Corps who have been ordered to report for military service.

VERMONT FEDERAL SAVINGS
AND LOAN ASSOCIATION

Joseph J. Turek

JOSEPH J. TUREK, Asst. Vice President

Subscribed and sworn to before me this 6th day of July 1965.

Herbert C. Moore

HERBERT C. MOORE, Notary Public

FILED
1965 JUL -7 AM 11:52

7

LIBER 13 PAGE 206

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 17,261 Eq.

Bond Number 78 63 335

LIBER 165 PAGE 375

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 Seven thousand five hundred and 00/100 ($7,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 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 Robert W. Wilson and Barbara S. Wilson h/w to Vermont Federal Savings and Loan Association, a body corporate bearing date the 6th day of June, 1962 and recorded among the mortgage records of Anne Arundel County in Liber C 1569 No. Folio 386 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:

William C. Rogers (SEAL)

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Joann Cituk

Joann Cituk
MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

As to Surety

By Karl L. Johnston
Karl L. Johnston *Attorney-in-Fact*

7th July 65

FILED
1965-JUL 7 AM 11:52

Louis N. Phipps

LIBER 165 PAGE 376

RE: 5327 Fourth Street

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) Vermont 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 ~~xxxxxxxxxxxxxx~~ for Vermont 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 Vermont Federal Savings
and Loan Association

PURCHASER

HERBERT C. MOORE, Notary Public

FILED
1965 JUL 14 AM 10:04

ROBERT H. CAMPBELL - - - - Auctioneer

Winson G. Gott, Jr.
Lee Building
Annapolis, Maryland
and
William C. Rogers
6 S. Calvert Street
Baltimore, Md. 21202
Attorneys

LIBER 165 PAGE 377

MORTGAGE SALE

OF

VALUABLE LEASEHOLD PROPERTY

IN 5th ELECTION DISTRICT, BROOKLYN PARK SECTION
NO. 5327 FOURTH STREET

Under and by virtue of the power and authority contained in a mortgage from Robert W. Wilson and Barbara S. Wilson, his wife, to Vermont Federal Savings and Loan Association, a body corporate, dated the 6th day of June, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1569, Folio 386, 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 11:00 O'CLOCK A.M.

The lot of ground and improvements thereon in the 5th Election District and Described as follows:

BEING known and designated as Lot No. 33, Block F, as shown on the Plat of Section 1 of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Road E-5, Plat No. 8 (Now in Plat Book 18, folio 36) of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5327 Fourth Street.

Subject to annual ground rent of $60.00 payable half yearly on the 24th days of April and October each and every year.

Improvements: Two story brick dwelling, 5 rooms and bath.

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

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 percent interest to be paid upon unpaid purchase money from date of sale to date of setttlement. 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

WILLIAM C. ROGERS,	*	
Attorney Named in Mortgage		IN THE CIRCUIT COURT
vs.		FOR
ROBERT W. WILSON and	*	ANNE ARUNDEL COUNTY
BARBARA S. WILSON, his wife		

* * * * *

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. 5327 Fourth Street, 5th Election District, 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 ~~Capital~~ MARYLAND Gazette 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 11:00 A.M. attend on the premises 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 Vermont Federal Savings and Loan Association, a body corporate, at and for the price of $7,000.00.

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

FILED

1965 JUL 14 AM 10:04

LIBER 165 PAGE 379

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
6 S. Calvert Street
Baltimore, Md. 21202
Attorneys

Mortgage Sale

OF VALUABLE LEASEHOLD PROPERTY

IN 5TH ELECTION DISTRICT
BROOKLYN PARK SECTION
NO. 5327 FOURTH STREET

Under and by virtue of the power and authority contained in a mortgage from Robert W. Wilson and Barbara S. Wilson, his wife, to Vermont Federal Savings and Loan Association, a body corporate, dated the 6th day of June, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1569, Folio 386, 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 11:00 O'CLOCK A.M.

The lot of ground and improvements thereon in the 5th Election District and Described as follows:

BEING known and designated as Lot No. 33, Block F, as shown on the Plat of Section 1 of Arundel Village Subdivision which Plat is recorded in Cabinet 3, Road E-5, Plat No. 8 (Now in Plat Book 18, folio 36) of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5327 Fourth Street. Subject to annual ground rent of $60.00 payable half yearly on the 24th days of April and October each and every year.

Improvements: Two Story brick dwelling, 5 rooms, and bath.

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

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-8

LIBER 165 PAGE 380

I hereby certify that I have this 10th day of July, 1965, sold the property described on the attached handbill to Vermont Federal Savings and Loan Association at and for the sum of Seven Thousand Dollars ($7,000.00) 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 Vermont 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 Seven Thousand Dollars ($7,000.00) and it hereby agrees to comply with the terms of sale as set forth in said handbill.

VERMONT FEDERAL SAVINGS & LOAN ASSOCIATION

By

WILLIAM C. ROGERS, Agent

FILED

1965 JUL 14 AM 10:04

12

ORDER NISI

LIBER 165 PAGE 381

WILLIAM C. ROGERS,
Attorney Named in Mortgage

versus

ROBERT W. WILSON and
BARBARA S. WILSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,261 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sale was $7,000.00

Louis N. Phipps Clerk.

True Copy,

Winson G. Gott, Jr., Atty.
(Final Order)

TEST: Clerk.
FOR: Maryland Gazette (July 22nd Edition)

WILLIAM C. ROGERS,
Attorney Named In Mortgage

versus

ROBERT W. WILSON and
BARBARA S. WILSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 1965 that the sale made and reported by the 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. Machal Childs
JUDGE.

FILED
1965 AUG 26 AM 10: 31

13

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
and
WILLIAM C. ROGERS
6 S. Calvert Street
Baltimore, Md. 21202
Attorneys

Mortgage Sale

OF VALUABLE LEASEHOLD PROPERTY

IN 5TH ELECTION DISTRICT
BROOKLYN PARK SECTION
NO. 5327 FOURTH STREET

Under and by virtue of the power and authority contained in a mortgage from Robert W. Wilson and Barbara S. Wilson, his wife, to Vermont Federal Savings and Loan Association, a body corporate, dated the 6th day of June, 1962 and recorded among the Land Records of Anne Arundel County in Liber G.T.C: No. 1569, Folio 386, 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 11:00 O'CLOCK A.M.

The lot of ground and improvements thereon in the 5th Election District and Described as follows:

BEING known and designated as Lot No. 33, Block F, as shown on the Plat of Section 1 of Arundel Village Subdivision which Plat is recorded in Cabinet 3, Road E-5, Plat No. 8 (Now in Plat Book 18, folio 36) of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5327 Fourth Street. Subject to annual ground rent of $60.00 payable half yearly on the 24th days of April and October each and every year.

Improvements: Two Story brick dwelling, 5 rooms, and bath.

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

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-8

LIBER 165 PAGE 382

#17,261

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 20, 1965

We hereby certify, that the annexed Mortgage Sale Robert W. Wilson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of July, 1965. The first insertion being made the 17th day of June, 1965.

FILED
1965 JUL 20 PM 1:27

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilshman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,261 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage
versus
ROBERT W. WILSON and BARBARA S. WILSON, 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sale was $7,000.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
A-12

OFFICE OF LIBER 165 PAGE 383

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 17,261
Robert W. Wilson,

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of August, 1965. The first insertion being made the 22nd day of July, 1965.

FILED
1965 AUG 16 PM 1:52

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

15 No. M. G. 2960

In the Case of

WILLIAM C. ROGERS, ATTORNEY
NAMED IN MORTGAGE

VS.

ROBERT W. WILSON AND
BARBARA S. WILSON, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,261 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 22 AM 10: 24

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 8th 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: , deputy

FILED
1965 OCT -8 PM 2:59

16

Dr. Mortgaged Real Estate of Robert W. Wilson and Barbara S. Wilson, 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			7,000	00		
By	Interest 6% on deferred payment $6,500.00 from 7/10/65 to 9/9/65			64	00		
						7,064	00
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	240	00				
				340	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	99	00				
	Speer Publications, Inc. - hand bills	18	03				
	Fidelity & Deposit Co. of Maryland - bond	15	00				
	Robert H. Campbell, auctioneer's fee	35	00				
	Adjustment, taxes from 7/1/65 to 7/10/65	2	92				
	Adjustment, ground rent, from 7/10/65 to 10/24/65	12	67				
	½ Federal and State Revenue stamps	11	55				
				194	17		
To	Vermont Federal Savings & Loan Assoc., Mortgagee on account of mortgage claim	6,456	83				
				6,456	83		
						7,064	00
	Balance due on mortgage as per mortgage claim filed	7,158	31				
	Interest 5¼% on principal balance $7,003.09 from 7/1/65 to 9/30/65	91	91				
		7,250	22				
	Credit amount allowed above	6,456	83				
	This amount subject to decree in personam	793	39				

LIBER 165 PAGE 386

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY 119 Park Avenue, Balto. 1	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife 500 Hodges Lane , Severna Park Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY IN EQUITY 7[illegible] 1[illegible].477

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

That on this 21st day of November, 1963, the defendants executed and delivered to Occident Federal Savings and Loan Association of Baltimore City, a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure payment of the mortgage debt of $40,000.00, and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

And that a default has occurred under the terms and conditions of said mortgage.

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

AND, AS IN DUTY, ETC.

O'Ferrall & O'Ferrall, Attorneys
Suite 406 Blaustein Building
Baltimore, Maryland 21201
Plaza 2 - 1228

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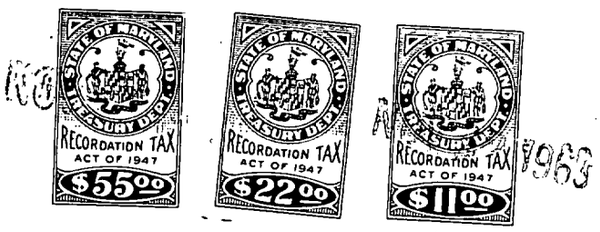
Petitioner's Exhibit No. 1

LIBER 165 PAGE 387

BOOK 1711 PAGE 343

No. 16,477 Equity



$800

This Mortgage, made this 21st day of November in the year one thousand nine hundred and sixty-three, between ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife,

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

Whereas the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY has this day loaned to ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife,

the sum of FORTY THOUSAND AND 00/100 . . . . . $40,000.00 . . . . . DOLLARS, (~~being part of the purchase money for the property hereinafter described~~), which said sum the said Mortgagor 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 TWO HUNDRED EIGHTY-SIX AND 58/100 . . $286.58 . . . . DOLLARS, plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

First: To the payment of interest;

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

Third: Towards the payment of the aforesaid principal sum.

This mortgage may be paid at any time before maturity by paying the balance of principal, all arrears of interest due thereon, and ninety (90) days' interest in advance, in accordance with the provisions of Section 145.6-12 of the Federal regulations governing prepayments.

And Whereas, this mortgage shall also secure future advances, as provided by Chapter 178 of the Laws of Maryland, passed at the January Session in the year 1955, or any supplement thereto.

Now Therefore, this mortgage witnesseth, that in consideration of the premises and of One Dollar, the said ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife,

do grant unto the said OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, its successors and assigns, all those lot s, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 31-34 and 35 Robinson Knolls as shown on a plat of Robinson Knolls, recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod-F 9 Plat # 14, New reference Plat Book 22 folio 28. The improvements thereon being known as 500 Hodges Lane.

BEING the same lots of ground described in a deed dated 9/25/53 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 786 folio 29 from Laura E. Robinson to Albert H. Pfeiffer and Hazel J. Pfeiffer, his wife, in fee simple.

The said Hazel J Pfeiffer having since departed this life on or about February 7, 1961, titled thereby vesting in the said Albert H. Pfeiffer absolutely. The said Albert H.

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Pfeiffer having since intermarried Lenora Virginia Pfeiffer.

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, [illegible] in fee simple

If, however, the said Mortgagors , their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor s for themselves, their heirs, executors, administrators and assigns, covenant with the said Occident Federal Savings and Loan Association of Baltimore City, its successors and assigns, as follows:

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

II: To keep the buildings on the premises insured against loss by fire, windstorm and other insurable 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; the proceeds of any loss thereunder to be paid to the Mortgagee alone, and not to the Mortgagee and Mortgagor jointly.

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

IV: To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable, when payable. The Mortgagee 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 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 Mortgagors, 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.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage, as herein provided), or the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns, or John P. O'Ferrall, its duly authorized attorney or agent, after default in the terms and conditions of this mortgage, to sell the herein mortgaged property, and any such sale, whether under the above consent 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 Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon the 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 decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than FIFTY AND 00/100 . $50.00 dollars;

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

Third, the balance, if any, to the said Mortgagors, their heirs, executors, administrators or assigns.

Witness the hands and seals of the said Mortgagors.

WITNESS:

John P. O'Ferrall

Albert H. Pfeiffer [SEAL]

Lenora Virginia Pfeiffer [SEAL]

[SEAL]

[SEAL]

State of Maryland, City of Baltimore, to wit:

I Hereby Certify that on this 21st day of November, 19 63, before me, the subscriber, a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Albert H. Pfeiffer and Lenora Virginia Pfeiffer, his wife,

the Mortgagors named in the aforegoing mortgage and acknowledged said Mortgage to be their act.

At the same time also appeared William L. Cooney President of said 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.

IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

John P. O'Ferrall, *Notary Public.*

Rec'd for record Nov. 22 1963 at 9:16 A.M. 7.50

Mailed to O'Ferrall & O'Ferrall

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LIBER 165 PAGE 390

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE
	*	CIRCUIT COURT
vs.		FOR
ALBERT H. PFEIFFER and LENORA V. PFEIFFER, his wife 500 Hedges Lane, Severna Park Anne Arundel County, Maryland	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY File 11,177

* * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Albert H. Pfeiffer and Lenora V. Pfeiffer, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated November 21, 1963, and recorded among the Land Records of Anne Arundel County in Liber L. N. P. No. 1711 Folio 343:

Month of May, 1964

Mortgage loan, dated November 21, 1963	$40,000.00
Interest charged, 11/22/63 to 5/31/64	1,260.22
Insurance Premium paid	120.40
Total	41,380.62
Paid on account	705.24
Net Balance Due Association	$40,675.38

William J. McCormick

WILLIAM J. McCORMICK, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the Plaintiff in the above entitled cause, and made oath in due form of law that the aforegoing 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.

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1964 JUL 17 AM 9:41

John P. O'Ferrall

John P. O'Ferrall, Notary Public

6

LIBER 165 PAGE 391

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	FOR
ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife	:	ANNE ARUNDEL COUNTY IN EQUITY No. 16,477

: : : : : : :

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 15th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, 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 of America;

(2) Said Defendants are not in the Military Service of any Nations allied with the United States of America;

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

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

John P. O'Ferrall, Notary Public

William J. McCormick, Secretary, Affiant

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LIBER 165 PAGE 392

OCCIDENT FEDERAL SAVINGS AND LOAN	:	IN THE
ASSOCIATION OF BALTIMORE CITY	:	CIRCUIT COURT
vs.	:	FOR
ALBERT H. PFEIFFER and	:	ANNE ARUNDEL COUNTY
LENORA VIRGINIA PFEIFFER, his wife	:	IN EQUITY No. 16,177

: : : : : : : : : : :

DECREE FOR SALE OF MORTGAGED PREMISES

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

It is Thereupon this 17th day of July, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that John P. O'Ferrall by and as hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by the Court, or by the Clerk thereof in the penalty of Forty Thousand Dollars ($40,000.00), condition for the faithful performance of the Trustee Report reposed in him by this Decree or to be reposed in him by any further decree or order in the premises, then proceed to make said sale, having given by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, of the time, place, manner and terms of sale, which shall be Cash, Deposit of Four Thousand Dollars ($4,000.00) at time of sale, balance in cash upon final ratification of sale by this Court, the credit payment to bear interest from the day of sale, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said

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sale; and on obtaining the Court's ratification of the sale; and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think property allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust, provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Judge

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O'FERRALL & O'FERRALL
Solicitors
406 Blaustein Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 500 HODGES LANE, SEVERNA PARK 3RD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (16.477), the undersigned Trustee will sell at public auction, on the premises, on

Tues., Aug. 25, 1964
AT 2 P.M. E.D.S.T.

All that lot of ground and improvements thereon, situate and lying in Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 31-34 and 35 Robinson Knolls as shown on a plat of Robinson Knolls, recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod-F9 Plat No. 14, New Reference Plat Book 22 folio 28. The improvements thereon, being known as 500 Hodges Lane. Improved by: 2 story stone and brick cottage, 2 car garage attached by breezeway used as a proch, screened. 1st floor; Living room, dining room, panelled kitchen, bedroom, tile bath, panelled den and powder room. 2nd floor; 2 bedrooms and tile bath. Basement: Large panelled clubroom, tile bath, kitchen facilities adjoining clubroom and laundry room. Hot water (baseboard) heat—gas. In Fee Simple.

10 No. TERMS OF SALE: Cash. A deposit of Four Thousand Dollars ($4,000.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Costs of documentary stamps to be borne by purchasers. Balance of purchase money to bear interest from the date of sale to the date of settlement.

JOHN P. O'FERRALL
Trustee
MICHAEL FOX, Auctioneers
American Bldg.
Baltimore, Md. 21202
MU. 5-2288 A-20

OFFIC OF

Maryland Gazette

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

LIBER 165 PAGE 394

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1964

We hereby certify, that the annexed
Trustee's Sale
Eq. 16,477
No. 500 Hodges Lane
"Severna Park"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of August, 1964. The first insertion being made the 30th day of July, 1964.

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

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
ALBERT H. PFEIFFER and LENORA V. PFEIFFER, his wife 500 Hedges Lane, Severna Park Anne Arundel County, Maryland	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	* * *	No. 16,477

AMENDED STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Occident Federal Savings and Loan Association of Baltimore City, under the mortgage from Albert H. Pfeiffer and Lenora V. Pfeiffer, his wife, to Occident Federal Savings and Loan Association of Baltimore City, dated November 21, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1711 folio 343:

Month of May, 1965

Mortgage loan, dated November 21, 1963	$ 40,000.00
Interest charged to May 31, 1965	3,657.07
Expenses paid	861.59
	$ 44,518.66
Payments credited	3,953.74
Total balance due	$ 40,564.92

William J. McCormick, Secretary

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 17th day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared WILLIAM J. McCORMICK, Secretary of Occident Federal Savings and Loan Association of Baltimore City, the Plaintiff in the above entitled cause and made oath in due form of law that the aforegoing 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.

John P. O'Ferrall, Notary Public

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Trustee's Bond

LIBER 13 PAGE 185 No. 16,477 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 165 PAGE 396

THAT WE JOHN P. O'FERRALL, TRUSTEE, 406 BLAUSTEIN BLDG., BALTO., MD. 21201 as principal, and THE AETNA CASUALTY AND SURETY COMPANY a corporation of the State of , as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FORTY THOUSAND ($40,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 15th day of June in the year of our Lord one thousand nine hundred and SIXTY-FIVE.

WHEREAS, the above bounden JOHN P. O'FERRALL, TRUSTEE by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed trustee to sell FEE SIMPLE PROPERTY AT NO. 500 HODGES LANE, SEVERNA PARK, MARYLAND

mentioned in the proceedings in the case of OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

vs.

ALBERT H. PFEIFFER & LENORA V. PFEIFFER, HIS WIFE

now pending in said Court: CIRCUIT COURT OF ANNE ARUNDEL COUNTY, EQUITY NO. 16477

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN JOHN P. O'FERRALL, TRUSTEE do and shall well and faithfully perform the trust reposed in HIM by said decree, or that may be reposed in 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

Janet H. Farr

Janet H. Farr

(SEAL)

(SEAL)

The Aetna Casualty and Surety Company

William D. Hinson (SEAL)

William D. Hinson, Resident Vice President

(SEAL)

Charles O. Mount, Resident Ass't Secretary

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said duly affixed by its Vice-President and attested by its Assistant Secretary, this day of , 19 ..

By: *Vice President*

ATTEST:

Assistant Secretary

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

, 19

Bond approved this 10th day of June, 1965

Louis N. Phipps, Clerk

Assistant Secretary

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1965 JUN 10 PM 12:46

12

O'FERRALL & O' RALL
Solicitors
406 Blaustein Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 500 HODGES LANE, SEVERNA PARK 3RD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (16,477), the undersigned Trustee will sell at public auction, on the premises, on

TUES., JUNE 15, 1965
AT 2 P.M. - E.D.S.T.

All that lot of ground and improvements thereon, situate and lying in Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 31-34 and 35 Robinson Knolls as shown on a plat of Robinson Knolls, recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod - F9 Plat No. 14, New Reference Plat Book 22 folio 28. The improvements thereon being known as 500 Hodges Lane.. Improved by: 2 story stone and brick cottage, 2 car garage attached by breezeway used as a porch, screened. 1st floor; Living room, dining room panelled kitchen, bedroom, tile bath panelled den and powder room. 2nd floor; 2 bedrooms and tile bath. Basement: Large panelled clubroom, tile bath, kitchen facilities adjoining clubroom and laundry room. Hot water (baseboard) heat — gas. In Fee Simple.

B No.

TERMS OF SALE: Cash. A deposit of Four Thousand Dollars ($4,000.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sale by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Costs of documentary stamps to be borne by purchasers. Balance of purchase money to bear interest from the date of sale to the date of settlement.

JOHN P. O'FERRALL
Trustee
MICHALE FOX, Autioneer
American Bldg.
Baltimore, Md. 21202
MU. 5-2288

Ju-10

OFFICE OF LIBER 165 PAGE 397

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
Trustee's Sale
Eq. 16,477
500 Hodges Lane

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.

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1965 JUN 16 PM 1:25

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

LIBER 165 PAGE 398

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 15th 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 L. Cooney President of Occident Federal Savings and Loan Association, purchaser at the Auction sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Occident Federal Savings and Loan Association
By William L. Cooney (SEAL)
Purchaser
William L. Cooney, President.

(PLACE)
Notary Public
John P. O'Donnell

(Rule BR 6-2 Sale of Real Property or Chattels
Real and BR 6-b-3 Affidavit of Purchaser)

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LIBER 165 PAGE 399

Accident Federal Savings and Loan Association
vs.
Albert F. Pfeiffer &
Lenora Virginia Pfeiffer his wife.
500 Hodges Lane

IN THE
CIRCUIT COURT
OF
Anne Arundel Co
~~BALTIMORE CITY~~

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

MICHAEL FOX, AUCTIONEER

By Michael Fox

Subscribed and sworn to before me, a Notary Public in and for the City of Baltimore, by Michael Fox this 15th day of June, ~~1964~~ 1965.

FLORENCE S. WOOLSTON
BALTIMORE, MD.

Florence S. Woolston
Notary Public

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REPORT OF SALE

LIBER 165 PAGE 400

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife	*	ANNE ARUNDEL COUNTY IN
	*	EQUITY
	*	Case No. 16,477

* * *

TO THE HONORABLE, THE JUDGE OF THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY:

The Report of Sale of John P. O'Ferrall, Trustee, appointed by the decree in the above entitled cause, to make sale of the fee simple property No. 500 Hodges Lane, Robinson Knolls, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond as security for the faithful discharge of his trust as prescribed bysaid decree, which was duly approved, andhaving given notice of the time, place, manner of sale, and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, and in the Baltimore Sunday Sun, a weekly newspaper published in Baltimore City and in The Daily Record, a 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 Tuesday, the 15th day of June, 1965, at 2:00 o'clock P.M. attend on the premises andthen and there sold the fee simple property 500 Hodges Lane to Occident Federal Savings and Loan Association of Baltimore City, a body corporate, at and for the sum of $28,000.00, in fee simple; the said Occident Federal Savings and Loan Association of Baltimore City, a body corporate, being then and there the highest bidder therefor.

John P. O'Ferrall, Trustee

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O'FERRALL & O'FERRALL
Solicitors
406 Blaustein Building
Baltimore, Maryland 21202

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

NO. 500 HODGES LANE, SEVERNA PARK 3RD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

By virtue of decree of the Circuit Court for Anne Arundel County in Equity (16,477), the undersigned Trustee will sell at public auction, on the premises, on

TUES., JUNE 15, 1965
AT 2 P.M. - E.D.S.T.

All that lot of ground and improvements thereon, situate and lying in Anne Arundel County and described as follows:

BEING known and designated as Lots Nos. 31-34 and 35 Robinson Knolls as show on a plat of Robinson Knolls, recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod - F9 Plat No. 14, New Reference Plat Book 22 Folio 28. The improvements thereon being known as 500 Hodges Lane. Improve- by: 2 story, stone and brick cottage, 2 car garage attached by breezeway used as a porch, screend. 1st floor: Living room, dining room; panelled kitchen, bedroom, tile bath, panelled den and pwoder room. 2nd floor: 2 bedrooms and tile bath. Basement: Large panelled clubroom, tile bath, kitchen facilities adjoining clubroom and laundry room. Hot water (baseboard) heat — gas. In Fee Simple.

TERMS OF SALE: Cash. A deposit of Four Thousand Dollars ($4,000.00) will be required of the purchaser at the time and place of sale; balance upon ratification of the sazle by the Circuit Court for Anne Arundel County in Equity. All expenses, including special paving tax, if any, to be adjusted to the date of sale. Costs of documentary stamps to be borne by purchasers. Balance of purchase money to bear interest from the date of sale to the date of settlement.

JOHN P. O'FERRALL
Trustee

MICHAEL FOX, Auxtioneers
American Bldg.
Baltimore, Md. 21202
MU. 5-2288

Ju-10

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT: LIBER 165 PAGE 402

I HEREBY CERTIFY, That on this 15th 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 John P. O'Ferrall, 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.

Rita Mace

Notary Public

RITA MACE NOTARY PUBLIC BALTIMORE

17

ORDER NISI

LIBER 165 PAGE 403

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,477 Equity

Ordered, this 2nd day of July, 19 65 That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee

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 $ 28,000.00.

Louis N. Phipps Clerk.

True Copy,

O'Ferrall & O'Ferrall, Attys. TEST: Clerk.

For the Maryland Gazette (July 8th Edition)

(Final Order)

OCCIDENT FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of August, 19 65 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

C. Mackall Co. Wilson

JUDGE.

FILED

1965 AUG 10 PM 2:15

18

LIBER 165 PAGE 404

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,477 EQUITY

Occident Federal Savings And Loan Association of Baltimore City

versus

ALBERT H. PFEIFFER and LENORA VIRGINIA PFEIFFER, his wife

Ordered, this 2nd day of July, 1965, That the sale of the property in these proceedings mentioned made and reported by John P. O'Ferrall, Trustee 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 $28,000.00.

LOUIS N. PHIPPS, Clerk.

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

Jy-29

FILED 1965 AUG -2 PM 4:25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 5, 1965

We hereby certify, that the annexed

Order Nisi Eq.
No. 16477
Albert H. Pfeiffer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of August, 1965. The first insertion being made the 29th day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

19 No. M. G. 24-65

In the Case of

OCCIDENT FEDERAL SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

VS.

ALBERT H. PFEIFFER AND LENORA VIRGINIA PFEIFFER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,477 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 28 AM 11:07

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th 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. Toll Clerk, deputy

FILED
1965 OCT 14 AM 9:24

Dr. Mortgaged Real Estate of Albert H. Pfeiffer and Lenora V. Pfeiffer, his wife

In Acct. with John P. O'Ferrall, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			28,000	00		
By	Interest 6% on deferred payment						
	$24,000.00 from 6/15/65 to 8/27/65			305	65		
						28,305	65
To	Trustee for fee, viz	50	00				
To	Trustee for commission, viz	840	00				
				890	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	29	50				
	Auditor, this account	35	00				
				74	50		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	88	52				
	Sunpapers - advertising - sale	54	50				
	Aetna Casualty & Surety Co. - bond	160	00				
	Michael Fox - auctioneer's fee	75	00				
	Adjustment, taxes from 1/1/65 to 6/15/65	105	65				
				483	67		
To	Occident Federal Savings & Loan Assoc. of						
	Baltimore City, Mortgagee, on account of						
	mortgage claim	26,857	48				
				26,857	48		
						28,305	65
	Balance due on mortgage as per mortgage						
	claim filed	40,564	92				
	Interest 6% thereon from 6/1/65 to 10/11/65	878	90				
		41,443	82				
	Credit amount allowed above	26,857	48				
	This amount subject to decree in personam	14,586	34				

LIBER 165 PAGE 407

WILLIAM C. ROGERS, Attorney *

Named in Mortgage

IN THE

CIRCUIT COURT

vs.

FOR

*

ANNE ARUNDEL COUNTY

JOHN W. L. ZIMMERMAN

17,318 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 G. Gott, Jr,
Lee Bldg., Annapolis, Md.
Attorney for Plaintiff

FILED

1965 JUL 12 AM 11: 32

D.6164 City-County Form.

Petitioners' Exhibit "A" LIBER 1229 PAGE 428 LIBER 165 PAGE 408

This Mortgage, Made this 21st day of August, in the year one thousand, nine hundred and fifty-eight - - -, between JOHN W. L. ZIMMERMAN, - - - -

of Anne Arundel County - - - - - - - - - - - -, in the State of Maryland, Mortgagor , and the FRATERNITY 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 THREE THOUSAND - - - - - - - - - - - - - - - - ($3,000.00) - - Dollars. ~~being part of the purchase money for the property hereinafter described~~

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

By the payment on or before the first day of each month from date hereof;

(A) of the sum of THIRTY - ($30.00) Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of SEVENTEEN -($17.00) Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagor , his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEGINNING for the same on the northwest side of the Baltimore and Annapolis Boulevard at a point distant 685.35 feet southwesterly from the southwest side of Sweetser Road, said place of beginning being at the division line between Lots Nos. 34 and 35 thence southwesterly binding on the northwest side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 36 thence northwesterly binding on said Lot No. 36, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 34 thence southeasterly binding on said Lot No. 34, 150 feet to the place of beginning. Being known and designated as Lot No. 35, on Plat No. 4 of Linthicum Heights, said Plat being recorded among the Land Records

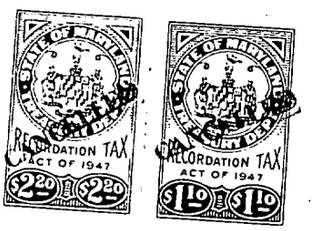
Filed - 1965 - July 12 - A.M. 11.33

2

No. 17,318 Equity

of Anne Arundel County in Plat Book W.N.W. No. 2, folio 46. Being known as No. 28 Annapolis Road, formerly sometimes known as No. 35 Annapolis Road.

BEING the same lot of ground which by Deed of Assignment dated August 7, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 242, folio 319, was granted and conveyed by ANNA MARIE PETTERS to JOHN W. L. ZIMMERMAN and BERTHA R. ZIMMERMAN, his wife. The said BERTHA R. ZIMMERMAN having heretofore died on or about the 26th day of May, 1957, title to said property became vested solely in JOHN W. L. ZIMMERMAN, the within Mortgagor.



A late charge shall be paid by the Mortgagor in connection with any payment as provided for in this Mortgage which shall not have been paid within twenty days of the date on which it is due amounting to four per centum (4%) of said payment.

IT IS UNDERSTOOD AND AGREED, That the principal of this Mortgage may be prepaid in whole or in part at any time, provided that a prepayment charge shall be paid by the Mortgagor amounting to six months' interest at the rate herein set forth on that portion of the principal prepaid in any one year which exceeds twenty per centum (20%) of the original principal amount 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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $75.00 - - - ; payable in equal semi-annual instalments on the 1st - - - days of May - - - - and November, - - - in each and every year.

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

And the said Mortgagor , for himself, his - - heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor , his - heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts 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 or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) 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; (7) 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; (8) 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; (9) 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 , 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, doth 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 doth hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of 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 , 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 , 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.

WITNESS the hand and seal of the said Mortgagor .

WITNESS:

Walter J. Zeun
WALTER J. ZEUN

John W. L. Zimmerman (SEAL)
JOHN W. L. ZIMMERMAN

(SEAL)

LIBER 1229 PAGE 431

LIBER 165 PAGE 411

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 21st day of August, 1958, before me, the subscriber, a Notary Public, of the State of Maryland in and for ~~the City aforesaid~~ Anne Arundel County, ~~XXXXXXXXXX~~, personally appeared JOHN W. L. ZIMMERMAN, - - -

LIBER 165 PAGE 412

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage		CIRCUIT COURT
vs.	*	FOR
JOHN W. L. ZIMMERMAN		ANNE ARUNDEL COUNTY
* * *		* No. 17,318 Equity *

STATEMENT OF MORTGAGE CLAIM

The Statement of Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from John W. L. Zimmerman to Fraternity Federal Savings and Loan Association dated August 21, 1958 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1229, folio 428.

John W. L. Zimmerman
28 Annapolis Road
Anne Arundel Co., Md.

July 6, 1965

Original amount of Loan $3,000.00

Balance due on Mortgage (July interest included) **$1,534.06**

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 6th day of July, 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

FILED
1965 JUL 12 AM 11:33

6

WILLIAM C. ROGERS,	*	IN THE
Attorney Named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
JOHN W. L. ZIMMERMAN	*	ANNE ARUNDEL COUNTY
* *	*	*

no. 17,318 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 defendant herein, and that to the best of his information, knowledge and belief:

(1) said defendant is not in the military service of the United States,
(2) said defendant is not in the military service of any nation allied with the United States,
(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,
(4) said defendant is not a member of the Enlisted Reserve Corps who have been order to report for military service.

FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

WILLIAM G. RIGGS, Secretary

Subscribed and sworn to
before me this 11 day of
....., 1965.

HERBERT C. MOORE, Notary
Public

FILED

1965 AUG 12 AM 9:05

7

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

BOND NO. 79 24 282

LIBER 13 PAGE 238

LIBER 165 PAGE 414

No. 17,318 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 Three Thousand 00/100 ($3,000.) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 10th day of August 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 John W. L. Zimmerman

to Fraternity Federal Savings & Loan Association

bearing date the 21st day of August, 1958 and recorded among the mortgage records of Anne Arundel County in Liber GTC No. 1229 Folio 428 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

Regina Tyler
Regina Tyler *As to Surety*

By Karl L. Johnston
Karl L. Johnston, *Attorney-in-Fact*

MD3228a—500, 11-59 153723
Mortgagee's or Attorney's Bond

Bond approved this 12th day of August, 1965

Louis N. Phipps, Clerk

FILED 1965 AUG 12 AM 9:05

8

WINSON G. GOTT R.
Lee Building
Annapolis, Maryland
AND
WILLIAM C. ROGERS
6 South Calvert Street
Baltimore, Maryland 21202
Solicitors

Mortgage Sale

— OF —

LEASEHOLD PROPERTY
28 ANNAPOLIS ROAD
5TH ELECTION DISTRICT
NORTH LINTHICUM HEIGHTS, MARYLAND

Under and by virtue of the power and authority contained in mortgage from John W. L. Zimmerman to Fraternity Federal Savings and Loan Association, a body corporate dated August 21, 1958 and recorded among the land records of Anne Arundel County in Liber GTC No. 1229 Folio 428, default having occurred thereunder, the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House door, Church Circle, Annapolis, Maryland

ON SATURDAY, AUGUST 14, 1965
11:00 A.M. O'CLOCK

All that piece or parcel of ground situate and lying in Anne Arundel County and described as follows, To Wit:

No. E

9

BEGINNING for the same on the northwest side of the Baltimore and Annapolis Boulevard at a point distant 685.35 feet southwesterly from the southwest side of Sweetser Road, said place of beginning being at the division line between Lots Nos. 34 and 35 thence southwesterly binding on the northwest side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 36 thence northwesterly binding on said Lot No. 36, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 34 thence southeasterly binding on said Lot No. 34, 150 feet to the place of beginning. Being known and designated at Lot No. 35, on Plat No. 4 of Linthicum Heights, said Plat being recorded among the Land

OFFICE OF 17,318

Evening Capital

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

LIBER 165 PAGE 415

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 14, 1965

We hereby certify, that the annexed Mortgage Sale John W. L. Zimmerman

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 August, 1965. The first insertion being made the 22nd day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 AUG 16 PM 1:53

By H. Tidyhman

Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 46. Being known as No. 28 Annapolis Road, formerly sometimes known as No. 35 Annapolis Road.

Subject to an Annual Ground Rent of $75.00 payable in equal semi-annual installments on the 1st day of May and November in each and every year.

The improvements consists of a two-story stucco dwelling, 7 rooms and 1 bath.

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

TERMS OF SALE — A cash deposit of $300.00 will be required of the purchaser at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6 per cent interest to be paid upon unpaid purchase money m date of sale to date of . le-ment. Taxes and all other charges are to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage
ROBERT H. CAMPBELL
Auctioneer

A-12

LIBER 165 PAGE 417

Affidavit by Purchaser No. 17,318 Equity

I hereby certify that on this 14th day of August, 1965, before me, a Notary Public of the State of Maryland in the County of Anne Arundel, personally appeared Leroy Jacobs and Meyer Mindel

Purchasers of Lot No. 35, Plat 4, Linthicum Heights, known as No. 28 Annapolis Road, at the foreclosure sale of the leasehold property of John W. L. Zimmerman, and made oath in due form of law that they ~~is~~/are the Purchasers of said property for ~~himself~~/themselves and ~~was~~/were not acting as agents and did not directly or indirectly discourage anyone from bidding for the said property mentioned above and in the Report of Sale.

Winson G. Gott, Jr. Notary Public

Purchasers

FILED

1965 AUG 18 AM 9:28

16

LIBER 165 PAGE 418 No. 17, 318.8-9

I hereby certify that I have on this 14th day of August, 1965, sold the property described on the attached handbill to Leroy Jacobs and Meyer Mindel at and for the sum of Two Thousand Seven Hundred Dollars ($2700) they being at that figure the highest bidder therefor; and I further certify that said sale was fairly made.

Robert H. Campbell, Auctioneer

We hereby certify that we, Leroy Jacobs and Meyer Mindel, have on this 14th day of August, 1965, purchased the property described on the attached handbill from William C. Rogers, Attorney named in Mortgage, at and for the sum of Two Thousand, Seven Hundred Dollars ($2700.00) and we hereby agree to comply with the terms of sale as set forth in said handbill.

Leroy Jacobs

Meyer Mindel

FILED

1965 AUG 18 AM 9:29

11

ROBERT H. CAMPBELL - - - - Auctioneer

Winson G. Gott, Jr.
Lee Building
Annapolis, Maryland
and
William C. Rogers
6 South Calvert Street
Baltimore, Maryland 21202
Solicitors

MORTGAGE SALE

OF

Leasehold Property

28 Annapolis Road
5th Election District
North Linthicum Heights, Maryland

Under and by virtue of the power and authority contained in mortgage from John W. L. Zimmerman to Fraternity Federal Savings and Loan Association, a body corporate dated August 21, 1958 and recorded among the land records of Anne Arundel County in Liber GTC No. 1229, Folio 428, default having occurred thereunder, the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House door, Church Circle, Annapolis, Maryland

ON SATURDAY, AUGUST 14, 1965

AT 11:00 A.M. O'CLOCK

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 northwest side of the Baltimore and Annapolis Boulevard at a point distant 685.35 feet southwesterly from the southwest side of Sweetser Road, said place of beginning being at the division line between Lots Nos. 34 and 35 thence southwesterly binding on the northwest side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 36 thence northwesterly binding on said Lot No. 36, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 34 thence southeasterly binding on said Lot No. 34, 134 feet to the place of beginning. Being known and designated as Lot No. 35, on Plat No. 4 of Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 46. Being known as No. 28 Annapolis Road, formerly sometimes known as No. 35 Annapolis Road.

Subject to an Annual Ground Rent of $75.00 payable in equal semi-annual installments on the 1st days of May and November in each and every year.

The improvements consist of a two-story stucco dwelling, 7 rooms and 1 bath.

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

TERMS OF SALE: A Cash Deposit of $300.00 will be required of the purchaser 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

FILED
1965 AUG 18 AM 9:29

12

LIBER 165 PAGE 421

WILLIAM C. ROGERS,	*	IN THE
Attorney Named in Mortgage	*	CIRCUIT COURT
vs.	*	FOR
JOHN W. L. ZIMMERMAN		ANNE ARUNDEL COUNTY
*	*	No. 12,318 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. 28 Annapolis Road, Anne Arundel County, Maryland, 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 sale of said sale. said William C. Rogers, Attorney Named in Mortgage did pursuant to said notice on Saturday, August 14, 1965 at 11:00 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 Meyer Mindel and Leroy Jacobs, as tenants in common, at and for the price of $2,700.00.

WILLIAM C. ROGERS, Attorney Named in Mortgage

STATE OF MARYLAND)
) TO.WIT:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 16th day of August, 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

My Commission expires July 1, 1967.

FILED
1965 AUG 18 AM 9:28

13

LIBER 165 PAGE 422

WINSON G. GOTT, JR.
Lee Building
Annapolis, Maryland
AND
WILLIAM C. ROGERS
6 South Calvert Street
Baltimore, Maryland 21202
Solicitors

Mortgage Sale

— OF —

LEASEHOLD PROPERTY 28 ANNAPOLIS ROAD 5TH ELECTION DISTRICT NORTH LINTHICUM HEIGHTS, MARYLAND

Under and by virtue of the power and authority contained in mortgage from John W. L. Zimmerman to Fraternity Federal Savings and Loan Association, a body corporate dated August 21, 1958 and recorded among the land records of Anne Arundel County in Liber GTC No. 1229 Folio 428, default having occurred thereunder, the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House door, Church Circle, Annapolis, Maryland

ON SATURDAY, AUGUST 14, 1965 11:00 A.M. O'CLOCK

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 northwest side of the Baltimore and Annapolis Boulevard at a point distant 685.35 feet southwesterly from the southwest side of Sweetser Road, said place of beginning being at the division line between Lots Nos. 34 and 35 thence southwesterly binding on the northwest side of the Baltimore and Annapolis Boulevard 50 feet to Lot No. 36 thence northwesterly binding on said Lot No. 36, 150 feet thence northeasterly parallel with the Baltimore and Annapolis Boulevard 50 feet to Lot No. 34 thence southeasterly binding on said Lot No. 34, 150 feet to the place of beginning. Being known and designated at Lot No. 35, on Plat No. 4 of Linthicum Heights, said Plat being recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 46. Being known as No. 23 Annapolis Road, formerly sometimes known as No. 35 Annapolis Road.

Subject to an Annual Ground Rent of $75.00 payable in equal semi-annual installments on the 1st day of May and November in each and every year.

The improvements consists of a two-story stucco dwelling, 7 rooms and 1 bath.

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

TERMS OF SALE — A cash deposit of $300.00 will be required of the purchaser at time of sale, balance to be paid in cash upon final ratification of sale by the Circuit Court of Anne Arundel County; 6 per [illegible] rest to be paid upon [illegible] rchase money from [illegible] e to date of settle- [illegible] axes and all other ch[illegible]s are to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney Named in Mortgage
ROBERT H. CAMPBELL
Auctioneer

A-12

LIBER 165 PAGE 423

LIBER 165 PAGE 424

ORDER NISI

WILLIAM C. ROGERS, ATTORNEY NAMED IN MORTGAGE

versus

JOHN W. L. ZIMMERMAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,318 Equity

Ordered, this 18th day of August, 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 21st day of September 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 21st day of September next.

The report states that the amount of sale was $ 2,700.00

Lewis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Winson G. Gott, Jr., Atty. FOR: EVENING CAPITAL Aug. 20th Edition

(Final Order)

WILLIAM C. ROGERS, ATTORNEY NAMED IN MORTGAGE

versus

JOHN W. L. ZIMMERMAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22ND 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 23 PM 3:18

14

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,318 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage
versus
JOHN W. L. ZIMMERMAN

Ordered, this 18th day of August, 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 21st day of September 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 21st day of September next.

The report states that the amount of sale was $2,700.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
S-10

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 425

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,318
John W. L. Zimmerman

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of September, 1965. The first insertion being made the 26th day of August, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H.

FILED
1965 SEP 15 PM 2:20

No. E. C. 3022

15

LIBER 165 PAGE 426

In the Case of

WILLIAM C. ROGERS, Attorney named in Mortgage

VS.

JOHN W. L. ZIMMERMAN

In the

Circuit Court

For

Anne Arundel County

No. 17,318 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 28 AM 10:55

All of which is respectfully submitted.

September 28, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of October, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk
Per: Constance B. Tollevik, deputy

FILED
1965 OCT 14 AM 9:24

16

Dr. WILLIAM C. ROGERS, Attorney named in Mortgage vs. JOHN W. L. ZIMMERMAN

LIBER 165 PAGE 427

In Acct. with WILLIAM C. ROGERS, Attorney named in Mortgage

					Cr.	
1965, August 14						
Proceeds of Sale	2,700	00				
Interest on deferred payment of $2,400.00 from 8/14/65 to 9/24/65 @ 6%	16	00	2,716	00		
					2,716	00
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	112	90	212	90		
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	116	82				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	19	06				
Robert H. Campbell - auctioneers fee	50	00				
Fidelity & Deposit Co. - bond premium	12	00				
One-half cost documentary stamps	4	95				
1965 County taxes - 7/1/65 to 8/14/65	23	21				
1965 water rent - 3 mos, 7 days	16	25				
Ground rent - 3 mos., 14 days	21	69				
Herbert C. Moore - notary fees	1	50	280	48		
To Fraternity Federal Savings & Loan Assn. Mortgage claim in full as filed	1,534	06				
Interest on unpaid balance of $1,534.06 from 8/1/65 to 10/14/65 - 74 days @ 6%	18	68	1,552	74		
To John W. L. Zimmerman, this surplus	596	88	596	88		
					2,716	00

LIBER 165 PAGE 428

R. EDSEL ROE
Rt.1, Box 278
Edgewater, Maryland

vs.

PENWOOD CORPORATION
c/o Paul Crandall
2500 Upton Street, N.W.
Washington, D.C.
AND ALL PERSONS having or claiming to have any interest in the property known as Lot 4 Block V, Ponder Cove Beach 1st Election District

NO. 17,198 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

BILL TO FORECLOSE RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining says:

1. That on or about the 14th day of October, 1963, your Orator having purchased the herein described property at public auction, the Certificate of Tax Sale attached hereto was issued to him by Edward N. C. Bradley, Collector of Taxes for the State of Maryland and the County of Anne Arundel, said certificate being prayed to be taken as a part hereof.

2. The property mentioned in said Certificate of Tax Sale, which is Certificate No.4055-B, is described as follows:

> "Lot 4, Block V, situated Ponder Cove Beach and assessed to Penwood Corporation"

On October 14th, 1963, the date of the Collector's Sale, the lot described was assessed to said corporation as set out above and, according to the Land Records of Anne Arundel County and the Equity and Law Records of Anne Arundel County, the title to said property was vested in said defendant, Penwood Corporation, at the time of the sale and is so vested at the present time, subject, however, to the tax sale mentioned in the aforesaid certificate issued to the Complainant.

3. That the aforesaid property has not been redeemed by any party in interest, although more than a year and a day from the date of sale has expired.

4. That the aforesaid property is a part of the same property conveyed to said Penwood Corporation by Thomas P. Corwin and wife by deed dated November 23, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 502, folio 499.

FILED
1965 MAY -7 PM 3:51

5. That the last known address of the defendant as appearing on the tax records was c/o Paul Crandall, 2500 Upton Street, N.W., Washington, D.C.

6. To redeem the property it is necessary for the defendant to pay the sum of $39.65 with interest from October 14, 1963, all taxes and interest accruing subsequent to the day of sale and any reimbursement due your Orator under Article 81, Section 70, et seq., Code of Public General Laws of Maryland.

WHEREFORE, your Orator prays:

(a) That a writ of subpoena be issued and served on the defendant.

(b) That an Order of Publication be granted unto your Orator directed to the defendant and all parties in interest, commanding them to be and appear in this Court on some certain day to be stated therein.

(c) That this Court pass a final decree foreclosing all rights of redemption of the defendant in and to the property described herein.

(d) And for such other and further relief as his case may require.

AND as in duty bound, etc.

Winson G. Gott, Jr., Attorney for Orator
Lee Building, Annapolis, Maryland

2

LIBER 165 PAGE 430

Duplicate of Certificate #4055-B

No. 3227 CERTIFICATE OF TAX SALE

I, Edward N. C. Bradley, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1963, I sold to Edsel R. Roe at public auction for the sum of 225 Dollars and 00 Cents, of which 39.65 Dollars has been paid as a deposit on the property in Dist 1 described as Lot 4 Blk V. situated Powder Cove Beach

and assessed to Penwood Corporation

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 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 _____ day of _____ 19__

Edw N C Bradley
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2nd day of October, 1964, 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 M. Lowry
Notary Public.

My Commission Expires May 3, 1965

FILED
1965 MAY -7 PM 3:51

3

LIBER 165 PAGE 431

R. EDSEL ROE
Rt. 1, Box 278
Edgewater, Maryland :

vs. :

PENWOOD CORPORATION :
c/o Paul Crandall
2500 Upton Street, N.W. :
Washington, D.C.
AND All Persons having or :
claiming to have any interest
in the property known as :
Lot 4, Block V, Ponder Cove Beach
1st Election District :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

No. 17,198 Equity

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in and to the following property situate in Anne Arundel County, sold on the 14th day of October, 1963, by the Collector of Taxes for the County of Anne Arundel and State of Maryland, Edward N. C. Bradley, to the Plaintiff in this proceeding:

"Lot 4, Block V, situated Ponder Cove Beach and assessed to Penwood Corporation"

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

It is thereupon this 7th day of May, 1965, by the Circuit Court for Anne Arundel County ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 15th day of July 1965, warning all persons having or claiming to have any interest in said property to be and appear in this Court by the 15th day of July 1965, and redeem the property and answer the bill of complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

Louis N. Phipps
Clerk

FILED

1965 MAY -7 PM 3:51

4

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 17,198 EQUITY

R. EDSEL ROE
Rt. 1, Box 278
Edgewater, Maryland

vs.

PENWOOD CORPORATION
c/o Paul Crandall
2500 Upton Street, N.W.
Washington, D.C.

AND ALL Persons having or claiming to have any interest in the property known as Lot 4, Block V, Ponder Cove Beach 1st Election District

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in and to the following property situate in Anne Arundel County, sold on the 14th day of October, 1963, by the Collector of Taxes for the County of Anne Arundel and State of Maryland, Edward N. C. Bradley, to the Plaintiff in this proceeding:

"Lot 4, Block V, situated Ponder Cove Beach and assessed to Penwood Corporation."

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

It is thereupon this 7th day of May, 1965, by the Circuit Court for Anne Arundel County ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 15th day of July 1965, warning all persons having or claiming to have any interest in said property to be and appear in this Court by the 15th day of July 1965, and redeem the property and answer the bill of complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS
Clerk

JU-3

LIBER 165 PAGE 432

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 5, 1965

We hereby certify, that the annexed Order of Publication No. 17,198 Eq. Penwood 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 15th day of July, 1965. The first insertion being made the 13th day of May, 1965.

FILED
1965 JUN -7 PM 1:37

THE CAPITAL-GAZETTE PRESS, INC.

By V. Eckman

June 9, 1965

Penwood Corporation
c/o Mr. Paul Crandall
2500 Upton Street, N.W.
Washington, D.C.

Re: Lot 4, Block V
Ponder Cove Beach

Attention: Mr. Paul Crandall, President

Dear Mr. Crandall:

As attorney for Mr. R. Edsel Roe, I have filed Bill in Equity to foreclose the rights of redemption of your Company and any other parties interested in Lot 4, Block V, Ponder Cove Beach, which was purchased at tax sale by Mr. Roe in 1963.

Copy of the Order of Publication as published in the Maryland Gazette is enclosed herewith.

Very truly yours,

Winson G. Gott, Jr.

INSTRUCTIONS TO DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee ☐ Show address where delivered

(Additional charges required for these services)

1965 RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Penwood Corporation

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED 6/10/65

SHOW WHERE DELIVERED (only if requested)

C55—16—71548-5—F GPO

FILED

1965 AUG 30 AM 10: 35

6

LIBER 165 PAGE 434

R. EDSEL ROE	:	
vs.	:	NO. 17198 EQUITY
PENWOOD CORPORATION	:	IN THE CIRCUIT COURT
And all persons having or claiming to have any interest in the property known as Lot 4, Block V, Ponder Cove Beach, 1st Election District	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

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 persons named therein and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendant, Penwood Corppration and sold to R. Edsel Roe on October 14, 1963, for non-payment of taxes.

And it further appearing that the Defendant, a non-resident corporation, was duly served by publication, and further that said Defendant, Penwood Corporation, had actual notice of these proceedings, as evidenced by carbon copy of letter mailed to said Defendant by Registered Mail and Return Receipt showing delivery of same filed in these proceedings as Plaintiff's Exhibit No. 1.

And it further appearing that all of the aforesaid Defendants have failed to enter their appearence herein in person or by solicitor have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon, this 1ST 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 Defendant and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendant, Penwood Corporation, and described on the records of the County Treasurer and sold as aforesaid to R. Edsel Roe on October 14th, 1963.

E. Mackall Gilbert
Judge

FILED
1965 SEP -2 AM 9:51

7

R. EDSEL ROE	:	
vs.	:	NO. 17198 EQUITY
PENWOOD CORPORATION	:	IN THE CIRCUIT COURT
And all persons having or claiming to have any interest in the property known as Lot 4, Block V, Ponder Cove Beach 1st Election District	:	FOR
	:	ANNE ARUNDEL COUNTY

Final Decree Foreclosing Equity of Redemption

The proceedings in this cause having been read and considered and it appearing to the Court that the Defendant, Penwood Corporation, being a non-resident, has been duly served by publication, a copy of which has been filed herein;

And it further appearing that a Decree Pro Confesso was entered herein on the 1st day of September , 1965, against said Defendant, and that it has not entered its appearance herein or proceeded to redeem herein, it is by the Circuit Court for Anne Arundel County, this 14 day of October, 1965,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendant, Penwood Corporation, and any and all persons having or claiming to have any right, title or interest in the hereinafter described property, 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 property sold to the Plaintiff, R. Edsel Roe, on October 14th, 1963, for non-payment of taxes, to wit:

Certificate No. 4055-B: Lot 4, Block V, Ponder Cove Beach, assessed to Penwood Corporation

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.

It is further ORDERED that the Controller for Anne Arundel County, the Collector of Taxes for Anne Arundel County and the State of Maryland, execute and deliver to R. Edsel Roe, the Plaintiff in these proceedings, a deed of conveyance of the aforesaid lot of ground, upon payment by the Plaintiff to the said Controller of such taxes as may be due thereon, and the balance of the purchase price of the aforesaid certificate, if any.

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It is further ORDERED that the Plaintiff pay the costs of these proceedings.

Judge

FILED

1965 OCT 14 PM 1:30

7

LIBER 165 PAGE 437

IN THE MATTER OF	*	IN THE CIRCUIT COURT
THE ESTATE OF	*	FOR
MARY LOUISE OWENS,	*	ANNE ARUNDEL COUNTY
an incompetent	*	NO. 17,335 EQUITY

* * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John E. Owens, husband and next friend of Mary Louise Owens respectfully shows:

1- That the said Mary Louise Owens is at present living with her son Arthur Owens, at Birdsville, Anne Arundel County, Maryland, but in all probability will in the near future, because of her deteriorating mental condition have to be confined to a nursing home.

2- That the said Mary Louise Owens is 81 years of age and is suffering from arteriosclerosis involving her heart and brain and is incompetent and that her condition will in all probability gradually worsen and your Petitioner files herewith Certificates of two Medical Doctors practicing in the State of Maryland for five years, setting forth the cause, nature, extent and probable duration of the said Mary Louise Owens' incompetency.

3- That the said Mary Louise Owens is the owner with your Petitioner, as tenants by the entireties, of a parcel of land located on the Muddy Creek Road, Anne Arundel County, improved by a dwelling, which is more particularly described in a Deed from Charles W. Beard and Eliza Beall Beard, his wife, to John E. Owens and Mary L. Owens, his wife, dated May 14, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 362, folio 30. Saving and Excepting therefrom so much as has been conveyed to the State Roads Commission in connection with the improvement and relocation of the

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Muddy Creek Road.

4- That because of the mental condition of the said Mary Louise Owens it was necessary and prudent that the home of your Petitioner and Mary Louise Owens be closed and the same has been vacant for a number of months and is deteriorating and should be sold.

5- That it is necessary that a committee of the person and trustee of the estate be appointed for the said Mary Louise Owens in order that the appropriate authority be secured for the sale of the abovementioned real estate and the investment of any funds arising therefrom.

And, as in duty bound, etc.

John E. Owens

John E. Owens

R. Tilghman Brice, III
140 South Street
Annapolis, Maryland
CO. 3-4861
Attorney for Petitioner

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

I HEREBY CERTIFY, that on this 19th day of July, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared JOHN E. OWENS, and made oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Dorothy H. Briggs

Notary Public

ORDER

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 20th day of July, 1965, upon the foregoing Petition, Doctors' Certificates and Affidavit, that Mary Louise Owens be summoned on or before the 30th day of July, 1965, and that a copy of the summons and a copy of this Petition and Order be left with Mr. Arthur Owens, Birdsville, Anne Arundel County, Maryland, with whom the said Mary Louise Owens resides; and it is further

ORDERED that this Petition be set for hearing before this Honorable Court on the 9th day of Aug., 1965, at 10 o'clock A.m.

E. Mackall Childs
Judge

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FRANK M. SHIPLEY, M. D.
RICHARD N. PEELER, M. D.
GERARD CHURCH, M. D.

121 CATHEDRAL ST.
ANNAPOLIS, MD.

TELEPHONE
COLONIAL 3-9244

I, GERARD CHURCH, do hereby certify that I am a Medical Doctor and have practiced in the Sate of Maryland since 1959, that I did, on the 12th day of July, 1965, examine Mary Louise Owens who presently resides with Arthur Owens at Birdsville, Anne Arundel County, and found that the said Mary Louise Owens is incompetent to manage and care for her person and property. This is due to arteriosclerosis involving her heart and brain. Among other things, this causes a considerable memory defect, inability to properly grasp ideas and somewhat inappropriate emotional responses. It is expected that this condition will gradually worsen.

Gerard Church
Gerard Church, M. D.

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

I HEREBY CERTIFY, that on this 14th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared DR. GERARD CHURCH, and made oath in due form of law that the matters and things set forth in the aforegoing Certificate are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Pltffs'. Exhibit No. 2
No. 12,335 Equity

Notary Public
Commission expires July 1, 1967

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FRANK M. SHIPLEY, M. D.
~~XXXXXXXXXXXXXXXXXXXX~~
RICHARD N. PEELER, M. D.
GERARD CHURCH, M. D.

121 CATHEDRAL ST.
ANNAPOLIS, MD.

TELEPHONE
COLONIAL 3-9244

I, FRANK M. SHIPLEY, do hereby certify that I am a Medical Doctor and have practiced in the State of Maryland since 1949, that I did, on the 12th day of July, 1965, examine Mary Louis Owens who presently resides with Arthur Owens at Birdsville, Anne Arundel County, and found that the said Mary Louis Owens is incompetent to manage and care for her person and property. This is due to arteriosclerosis involving her heart and brain. Among other things, this causes a considerable memory defect, inability to properly grasp ideas and somewhat inappropriate emotional responses. It is expected that this condition will gradually worsen.

Frank M. Shipley, M. D.

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

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 County aforesaid, personally appeared DR. FRANK M. SHIPLEY, and made oath in due form of law that the matters and things set forth in the aforegoing Certificate are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

"Pltffs". Exhibit No. 3
No. 12,833 Equity

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Notary Public
Commission expires July 1, 1967

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LIBER 165 PAGE 442

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
ESTATE OF	*	FOR
MARY LOUISE OWENS, an incompetent	*	ANNE ARUNDEL COUNTY
	*	NO. 17335 EQUITY

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

DECREE

This cause standing ready for hearing, and the said Mary Louise Owens having been heretofore summoned and failing to appear, and the Petition, Affidavits and Exhibits having been read and considered, and the Court having heard testimony as to the approximate assets of her estate, it is thereupon this 7th day of August, 1965, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED, that the said Mary Louise Owens is incompetent to manage her property by reason of both physical and mental disability, and it is hereby further ORDERED that John C. Owens be and he is hereby appointed committee of the person and estate of the said Mary Louise Owens, with full power and authority to take charge of and manage her property and to assume the control of her person under the direction of this Court; but before the said John C. Owens shal proceed to act as such committee he shall give bond to the State of Maryland in the penalty of $ None with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as committee.

George Sybert

JUDGE

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#17335 Eq

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 13 PAGE 237

LIBER 165 PAGE 443

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN E. OWENS

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 NO/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 nineth day of August in the year of our Lord one thousand nine hundred and sixty five

WHEREAS, the above bounden JOHN E. OWENS by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ~~Trustee to sell~~ Committee

mentioned in the proceedings in the case of MARY LOUISE OWENS (Incompetent)

vs:

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden JOHN E. OWENS

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:

John E. Owens (SEAL)
JOHN E. OWENS (Committee)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Mary E. McDonald *As to Surety* By Mary E. McDonald *Attorney-in-Fact*

Bond approved this 9th day of August, 1965
Louis N. Phipps, Clerk

MD3116a—1M. 6-63 163819
Trustee's Bond

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IN THE MATTER OF LIBER 165 PAGE 444 IN THE CIRCUIT COURT

THE ESTATE OF * FOR

MARY LOUISE OWENS, an incompetent * ANNE ARUNDEL COUNTY,

* NO.17,335 EQUITY

PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John E. Owens, Committee, respectfully shows:

1- That by Decree of this Honorable Court dated the 9th day of August, 1965, he was appointed Committee of the person and estate of Mary Louise Owens.

2- That he has filed Bond in these proceedings in the amount of $8,000.00, which said Bond has been approved by the Clerk.

3- That the said Mary Louise Owens, incompetent, together with your Petitioner, individually, are the owners as tenants by the entireties of .82 acres of land located on the Muddy Creek Road in the First Election District of Anne Arundel County, and more particularly described in a deed from Charles W. Beard and Eliza Beall Beard, his wife, to John E. Owens and Mary L. Owens, dated the 14th day of May, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 362, folio 30, and a parcel of land being a part of the bed of the old State Road described in a deed from the State Roads Commission to John E. Owens and Mary Louise Owens, recorded among the aforesaid Land Records in Liber G. T. C. 1350, folio 211.

SAVING AND EXCEPTING from the above mentioned parcels of land a parcel heretofore conveyed to the State Roads Commission in connection with the improvement and reconstruction of the Muddy Creek Road dated July 24, 1959, and recorded in Liber G. T. C. 1316, folio 195.

4- That the above mentioned parcel of land is improved

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by a dwelling and out buildings which have been used as the home and dwelling of the said John E. Owens and Mary Louise Owens since the same was acquired in 1946.

5- That in the month of January, 1965, because of the condition, both mental and physical, of Mary Louise Owens, it was necessary that the home be closed and the said Mary Louise Owens has lived with her son, Arthur Owens since January, 1965, through July, 1965, she being presently a patient of the Annapolis Nursing Home.

6- That since January, 1965, your Petitioner has been residing with his son, Lemon Owens.

7- That the aforesaid real estate being vacant, is deteriorting and your Petitioner is advised that the said Mary Louise Owens will never be able to resume housekeeping and it would be for the best interest of all parties concerned and of the incompetent, that the said real estate be sold.

8- That your Petitioner prior to his appointment as Committee for Mary Louise Owens entered into a Contract with Mitchell E. Boyd and Barbara Jean Boyd, his wife, for the sale of the aforementioned real estate at and for the price of $15,000.00, and has received a deposit of $1,000.00. The balance of the purchase price to be paid at settlement, subject to ratification of said Contract and sale by this Honorable Court and your Petitioner files herewith a copy of said Contract of Sale, marked "Petitioner's Exhibit No. 1."

9- That your Petitioner believes that the sum of $15,000.00 is an adequate price for said property and that it would be to the best interest and advantages of the incompetent and all other parties in interest that said property be sold.

WHEREFORE, your Petitioner prays this Honorable Court:

1- To pass an order authorizing the sale of the real estate mentioned in these proceedings.

2- That the Contract of Sale between John E. Owens,

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individually and agent for Mary Louise Owens and Mitchell E. Boyd and Barbara Jean Boyd, his wife, dated the 14th day of May, 1965, be ratified and confirmed.

3- That your Petitioner be authorized to convey said real estate to the purchasers thereof upon receipt of the balance of the purchase money.

4- That your Petitioner have such other and further relief as this case may require.

And, as in duty bound, etc.

John E. Owens

John E. Owens, Committee of the person and estate of the said Mary Louise Owens

I HEREBY CONSENT to passage of a decree authorizing the sale of the above mentioned real estate and the ratification of the above mentioned Contract of Sale dated the 14th day of May, 1965.

John E. Owens

John E. Owens, Individually

10

Petitioner Exhibit A1

THIS AGREEMENT, made this 14th day of May, 1965, by and between JOHN E. OWENS, individually and Agent for MARY LOUISE OWENS, his wife, of the first part; and MITCHELL E. BOYD and BARBARA JEAN BOYD, his wife, 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 on Muddy Creek Road in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

1- All that piece or parcel of land containing 0.82 acres and more particularly described in a deed from Charles W. Beard and Eliza Beall Beard, his wife, to John E. Owens and Mary L. Owens, dated May 14, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 362, folio 30.

SAVING AND EXCEPTING therefrom so much of said property as was conveyed to the State Roads Commission in connection with the improvement and reconstruction of the Muddy Creek Road.

2- All that piece or parcel of land conveyed by the State Roads Commission to John E. Owens and Mary L. Owens, his wife, by deed recorded among the Land Records of Anne Arundel County in Liber G. T. C. 1350, folio 211.

AT AND FOR THE PRICE of FIFTEEN THOUSAND ($15,000.00) DOLLARS, of which ONE THOUSAND ($1,000.00) DOLLARS has been paid prior to the signing hereof, the balance to be paid as follows:

FOURTEEN THOUSAND ($14,000.00) DOLLARS, cash on or before August 1, 1965, at which time settlement shall be made and possession given of the property.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that in the event said parties of the second part shall not be able to secure a committment for a loan on the above mentioned property in the

Examiner's Exhibit No 1
Matter of Owens etc. Equity # 17335
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amount of Thirteen Thousand Five Hundred ($13,500.00) Dollars within thirty (30) days from the date hereof, then and in that event this contract shall be null and void and the deposit heretofore made shall be refunded to the parties of the second part.

AND, upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendees expense by the Vendors, which shall convey the property by a good and merchantable title to the Vendees, it being understood by and between the parties hereto that it may possibly be necessary to bring a Court proceeding in order to clear the title and convey a good and merchantable title to the Vendees, which proceedings, if required, shall be at the expense of the Vendors, and if a good and merchantable title cannot be delivered at the time designated herein for settlement then and in that event the hereinabove mentioned deposit shall be refunded to the parties of the second part hereto.

TAXES and all other assessments shall be adjusted as of the date of transfer. State and Federal Documentary stamps shall be divided equally, as to the cost thereof, between Vendors and Vendees.

Time is the essence of this contract.

WITNESS the hands and seals of the parties hereto.

WITNESS:

John E. Owens (SEAL)
John E. Owens

John E. Owens (SEAL)
John E. Owens, Agent for Mary Louise Owens

Mitchell E. Boyd (SEAL)
Mitchell E. Boyd

Barbara Jean Boyd (SEAL)
Barbara Jean Boyd

12

IN THE MATTER OF	*	IN THE
THE ESTATE OF	*	CIRCUIT COURT
MARY LOUISE OWENS, an	*	FOR
incompetent	*	ANNE ARUNDEL COUNTY
*	*	EQUITY #17,335

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

TESTIMONY ON BEHALF OF PETITIONER

AUGUST 27, 1965

Present:

R. Tilghman Brice, III, Solicitor for Petitioner

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

Conchita D. Tuers, Court Reporter

Witnesses:

John E. Owens, pages 2 - 4

Arthur R. Owens, page 5

Henry M. Bachman, pages 6 - 7

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JOHN E. OWENS, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Brice)

1 Mr. Owens, would you state your name, occupation and address?

A John E. Owens, Street Inspector of Annapolis with Annapolis, and my address is Harwood, A.A. Co.

2 Mr. Owens, do you together with your wife, Mary Louise Owens, own a piece of property on the Muddy Creek Road that you acquired as tenants by the entireties from Charles W. Beard and wife by deed dated the 14th day of May 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362 Folio 30?

A We do.

3 Is this piece of property improved?

A It has a home. It has a house on it and a garge, fruit trees. And it is pretty well kept.

4 You and Mrs. Owens lived there from the time you acquired it until when?

A 4th of last January.

5 What happened then, sir?

A Well, her physical condition, mainly her mental condition was to the extent that she wasn't capable and we just couldn't housekeep any longer under the conditions.

6 Well, what happened then, sir?

A She went with my son, Arthur Owens, and his wife and I went with my boy, Lemon, and his wife.

7 Where is Mrs. Owens now?

A She is at the Annapolis Nursing Home, Van Buren and Bay Ridge Ave.

8 And she is there because of her -- because her condition was

04

such that Arthur and his wife could no longer take care of her, is that correct?

A That is right. Well, in other words, they had cared for her beyond a reasonable -- I don't say that they couldn't take care of her any longer but it wouldn't have been fair to them. It was just breaking his wife's health down. It was just that it had almost reached an impossibility.

9 Mr. Owens do you think that you and Mrs. Owens will ever-- could ever go back there to live?

A I have no right to think so from the way she is when I see her and yet each day and from the two doctors, after examining, came to the decision that she would get worse instead of better.

10 Has the house been vacant since you left there in January?

A Ever since up to the present day.

11 Do you think that it is for the best interest of Mrs. Owens and yourself and particularly Mrs. Owens that the property be sold?

A Beyond a shadow of a doubt for both of us.

12 Does Mrs. Owens have any income?

A Only social security and, of course, her husband.

13 She has no independent income that could take care of her?

A No sir.

14 And being in this nursing home is some expense isn't it?

A It is $65.00 a week minus the laundry which was to have been $2.00 but that has been taken back to Arthur's. Rae is going to have the woman that works for Rae do that as far as I know. But it is $65.00, that is a minimum, a week. Four times that a month.

15 And Mr. Owens did you enter into an agreement back in May to sell this property to Mr. and Mrs. Boyd subject to ratification by the Court?

15

A Yes, I did.

16 Is this the contract that you signed?

A It is. It is over $14,000 cash on or before August 1,1965 at which time settlement shall be made. This is nearly September 1st and it still hasn't beensettled. But that is the contract. That is it, the agreement.

17 What is your opinion of the fair market value of this property?

A Mr. Brice, according to the way property sells, I debated with myself for awhile whether I did get the full value in comparison to what properties are bringing. But the price I agreed on, I amperfectly satisfied with.

18 And that is $15,000?

A $15,000 and I have received $1,000.

19 And you feel that that is the fair market value of the property?

A I certainly do. I think it is fair to both sides.

(AGREEMENT FILED AS EXAMINER'S EXHIBIT #1)

20 Now Mr. Owens you, individually, and as Committee for Mrs. Owens consent to the immediate ratification of this sale by t he Court?

A That is right. I certainly do.

21 And waive the rules as to testimony having to lay in Court for any number of days?

(Mr. Rouse)

22 Unless you waive the right, Mr. Brice mentioned, after your testimony is filed the Court the rules would require it to stay there for 10 days before the Court could take any action and I assume that you are interested in having this expedited and received as quickly as possible, isn't that correct?

A I think the sooner the better for both of us.

23 So, therefore, you do waive the 10 days rule?

A Yes sir.

QUESTION BY THE EXAMINER:

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

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

Answer o/c

Signature John E. Owen

12

ARTHUR R.OWENS, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Brice)

1 Will you state your name, occupation and address?

A Arthur R. Owens, Edgewater, Maryland, Esso gasoline station operator and owner.

2 Mr. Owens, you have heard your father's testimony. Is there anything that you would like to add to it or do you adopt his testimony with respect to the condition of your mother and so forth?

A Mr. Brice, I think he told everything that is necessary. He stated things just as they are.

3 Do you think that or in your opinion do you feel that it is to the best interest of your mother that this property be sold?

A Yes sir.

4 Do you think that she and your father will ever be able to go back there to live?

A No sir.

5 What, in your opinion, is the fair market value of this property?

A Well, I happened to know what he got for it and I think that is a fair price for it.

6 You are familiar with real estate values in that area?

A Yes sir.

7 Dealt in real estate yourself?

A A little bit.

(Mr. Rouse)

8 And that price is $15,000?

A Yes sir.

18

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 Arthur R. Owens

HENRY M. BACHMAN, a witness of lawful age, having been duly sworn, deposes and says:

(Mr. Brice)

1 Mr. Bachman, would you state your name, address and occupation?

A Henry M. Bachman, Real Estate broker, Severna Park, Maryland.

2 Mr. Bachman are you familiar with real estate values in Anne Arundel County?

A Yes.

3 How long have you been in real estate business?

A I have been in the real estate business since 1946.

4 Mr. Bachman, are you familiar with the property belonging to Mr. and Mrs. Owens on Muddy Creek Road?

A Yes, I am.

5 Which consists of a lot that they acquired from Mr. Beard, Mr. and Mrs. Beard, back in 1946 and also the bed of an old road which they acquired from the State Roads Commission on the 20th of October 1959 by deed recorded in Liber G.T.C. 1350 Folio 211 saving and excepting so much as was acquired by the State Roads Commission for the improvement of the Muddy Creek Road?

A Yes, I am.

6 Tell us, if you will, Mr. Bachman, what this property consists of?

A The property is located in the 1st Election District of Anne Arundel County at the intersection of Maryland Route 468, which is known as the Muddy Creek Road, and Contee's Wharf Road, is recorded in J.H.H. 362 Folio 30 and it is approximately .72 of an acre.

7 You mean that is what is left?

A That is the acreage after the State Roads take. It is located on a knoll with direct -- denied access directly to the highway.

20

And the ingress and egress is by way of Contee's Wharf Road, entering to the rear of the property. The dwelling is the bungalow type, frame construction, with a composition roof, containing a living room, kitchen, pantry, bath, two bedrooms and a kitchen which is not considered to be up-to-date, which is all on the first floor. The attic is floored and contains one bedroom, and has also a glass enclosed front porch. It has asbestos siding on it and composition roof. On the front of it there are some patches that have been made. There is no basement. There is a utility room for the oil fired, air heating system which is hot water. The house is insulated. The floors are pine. The sewer is by septic tank and the water is provided by well. And the approximate age is 18 years. And the foundation is a cinder block. And also on the property is an old frame garage with a dirt floor and a shed roof. And it has what you call roll roof and the property needs painting. It is my considered opinion that the fair market value of this property today is $15,000.

8 Well, Mr. Bachman, do you feel that having heard the testimony of Mr. Owens, both Mr. Owenses, that it would be to the best interest of Mrs. Owens, an incompetent in this case, to have the property sold?

A Through the testimony that I have heard here, I think it would be. I might add another thing. The Anne Arundel County Land Assessment is $500 and the building is assessed for $4,[illegible]0 and the 1965 taxes are $152.75. In other words, the price of $15,000 would be about three times the assessment.

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

22

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 1st day of Sept ~~August,~~ 1965

John G. Rouse, Jr. Examiner (SEAL)

J.R. $25.00

C.T. $10.00

IN THE MATTER OF	*	IN THE
THE ESTATE OF	*	CIRCUIT COURT
MARY LOUISE OWENS,	*	FOR
an incompetent	*	ANNE ARUNDEL COUNTY
	*	EQUITY #17,335

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

REPORT OF MASTER AND EXAMINER

7/19/65 Petition filed by husband of alleged incompetent praying for the appointment of a Committee of her person and for a Trustee of her estate. Certificates of two doctors filed with Petition in accordance with the requirements of Article 16.

7/20/65 Incompetent properly summoned by service upon person with whom she resides.

8/9/65 Hearing on incompetency held in open Court. Incompetent failed to appear. Order passed declaring Mary Louise Owens to be incompetent to manage her property and appointing John E. Owens Committee of her person and estate upon filing of bond in the amount of $8,000.

8/9/65 Required bond filed and approved.

8/11/65 Petition filed by Committee for sale of real estate which the incompetent and the Petitioner owned as Tenants by the Entireties.

8/27/65 Testimony taken before Examiner.

Substance of Testimony:

The evidence shows that the condition of the incompetent will tend to worsen, that the incompetent is now in a nursing home, that the house located on the property which the Committee desires to sell is vacant and produces no income and that it would be to the best interest of the incompetent that the property be sold. The evidence also shows that the incompetent has no income except for Social Security and that the nursing home costs for her care are approximately $65 per week. The Committee offered in evidence a Contract of Sale (Exhibit #1) for the sale of the property for the price of $15,000. The testimony of the Committee, of the son of the Incompetent and of a duly qualified real estate broker was to the effect that the fair market value of the property was $15,000 and that it would be to the best interest of the incompetent that the property be sold.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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Section 137 of Article 16 and the Maryland Rules of Procedure appear to have been complied with. Accordingly, this case is ready for immediate decree. (See Committee's waiver of 10 day rule - Transcript Page 4)

Attached form of decree recommended.

John G. Rouse, Jr.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
ESTATE OF	*	FOR
MARY LOUISE OWENS,	*	ANNE ARUNDEL COUNTY
an incompetent	*	NO. 17,335 EQUITY

****

DECREE

The Petition for the sale of the real estate heretofore filed in these proceedings, together with the testimony taken in support thereof having been read and considered, and the matter having been submitted to the Court, it appearing to the Court that it is for the best interest of the incompetent and all other persons concerned that the property mentioned in the Petition for the sale of the real estate, being that parcel of land located on the Muddy Creek Road, together with the improvements thereon, described in a deed from Charles W. Beard and Eliza Beall Beard, his wife, to John E. Owens and Mary L. Owens, his wife, dated May 14, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 362, folio 30, and a parcel of land being a part of the bed of the old State Road being described in a deed from the State Roads Commission to John E. Owens and Mary L. Owens, his wife, dated October 20, 1959 and recorded in Liber G.T.C. 1350, folio 211, Savings and Excepting therefrom the parcel of land heretofore conveyed to the State Roads Commission in connection with the improvement and reconstruction of the Muddy Creek Road, by deed dated July 24, 1959 and recorded in Liber G.T.C. 1316, folio 195, be sold.

It is thereupon this 1st day of September, 1965, ADJUDGED, ORDERED and DECREED that the property of John E. Owens and Mary L. Owens, heretofore described, be sold at private sale for the sum of FIFTEEN THOUSAND ($15,000.00) DOLLARS; and

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It is further ADJUDGED, ORDERED AND DECREED that the Contract of Sale heretofore filed in these proceedings between John E. Owens, individually and agent for Mary Louise Owens, his wife, and Mitchell E. Boyd and Barbara Jean Boyd, his wife, dated May 14, 1965, be immediately ratified and confirmed and that John E. Owens, Committee for the person and estate of Mary Louise Owens, upon receipt of the full purchase price, is hereby authorized and directed to execute a good and valid deed conveying to the purchasers all the right, title and interest of the said Mary Louise Owens in and to the hereinabove described real estate, and the said John E. Owens is further ORDERED to bring said funds arising from said sale into this Court to be subject to the further order of this Court in the premises.

George Sullivan
Judge

27

LIBER 165 PAGE 464

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
ESTATE OF	*	FOR
MARY LOUISE OWENS,	*	ANNE ARUNDEL COUNTY
an incompetent	*	NO. 17,335 EQUITY

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

PETITION

The petition of R. Tilghman Brice, III, Attorney, respectfully shows:

(1) That at the request of John E. Owens, the husband of Mary Louise Owens, he prepared a Petition to have the said Mary Louise Owens declared incompetent.

(2) That he arranged to have Physicians examine the said Mary Louise Owens, prepared affadavits for their use, took testimony supporting said Petition which resulted in this Honorable Court declaring the said Mary Louise Owens incompetent and appointing John E. Owens committee for the person and estate of the said Mary Louise Owens.

(3) That your Petitioner prepared on behalf of the Committee a Petition and Order asking the Court to ratify the sale of certain real estate owned by the said Mary Louise Owens and John E. Owens, as tenants by the entireties, arranged for the taking of testimony in support of said Petition which resulted in an Order of this Court ratifying the sale thereof.

(4) That your Petitioner attended settlement of the sale of said property and prepared the necessary Petition and Order to the Court with respect to the disposition of the net proceeds of sale.

WHEREFORE, your Petitioner prays this Honorable Court that he be allowed a fee out of the estate of the said incompetent compensate with services rendered to said estate.

R. Tilghman Brice, III

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LIBER 165 PAGE 465

CERTIFICATE OF COUNSEL

We, the undersigned, members of the Bar of Anne Arundel County, having reviewed proceedings in this case, recommend to the Court that R. Tilghman Brice, III be allowed a fee of 225.00.

ORDER

ORDERED this 12th day of November, 1965, by the Circuit Court of Anne Arundel County, in Equity, upon the foregoing Petition and Certificate of Counsel, that R. Tilghman Brice, III, be and he is hereby allowed a fee of 225.00 for his services rendered in these proceedings.

JUDGE

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1965 NOV 15 PM 12:00

LIBER 165 PAGE 466

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JOHN A. TUDOR AND MADGE I. TUDOR, HIS WIFE	:	(In Equity) No. 12,[illegible]

Mr. Clerk:

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

1. Original Mortgage from John A. Tudor and Madge I. Tudor, his wife, to Baltimore Federal Savings and Loan Association, dated November 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1076 folio 7.

Walter S. Calwell,
Attorney Named In Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

Le 9-6811

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City and County Form.

LIBER 165 PAGE 467 LIBER 1076 PAGE 7 No. 17,374 Equity

This Mortgage,

Made this 1st day of November, in the year one thousand, nine hundred and fifty-six, between John A. Tudor and Madge I. Tudor, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of EIGHTY-NINE HUNDRED NINETY-FIVE and 00/100 ($8995.00) Dollars, receipt of which is hereby acknowledged by the Mortgagor, being part of the purchase money for the property hereinafter described;

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

By the payment of Sixty-four and 45/100 ($64.45) Dollars, commencing on the first day of January, 19 57 and continuing on the first day of each month thereafter until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lot No. 5 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12.

BEING the same lot of ground which by Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by The Wilco Holding Company unto the herein Mortgagors.

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Ninety ($90.00) Dollars payable half-yearly on the 1st days of May and November in each and every year.

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

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

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

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the herehy mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of...One hundred..... Dollars 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:

Charles E. Williams
CHARLES E. WILLIAMS

John A. Tudor (SEAL)

Madge I. Tudor (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ~~CITY OF~~ BALTIMORE COUNTY, TO WIT:

On this 1st day of November, 1956, before me, a Notary Public of said State, personally appeared John A. Tudor and Madge I. Tudor, 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, XXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX 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.

Charles E. Williams
CHARLES E. WILLIAMS
Notary Public

Rec'd for record Nov 2, 1956, at 1:59 P.M.
Mailed to Callahan & Calwell

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

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

JOHN A. TUDOR AND
MADGE I. TUDOR, HIS WIFE

PLAINTIFF'S EXHIBIT "A"

11770

Ready for record

LIBER 165 PAGE 471

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN A. TUDOR AND MADGE I. TUDOR, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 17,374 Equity

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 11th day of August 1965 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly, Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

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

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LIBER 165 PAGE 472

WALTER S. CALWELL, Attorney Named In Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JOHN A. TUDOR AND MADGE I. TUDOR, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. No. 17,374 Eq. 5

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from John A. Tudor and Madge I. Tudor, his wife

to Baltimore Federal Savings and Loan Association

dated the 1st day of November 19 56 and recorded among the Land Records of Anne Arundel County in Liber GTC No 1076 Folio 7.

Amount of Mortgage	$8,995.00
Less - amount paid on principal	1,452.02
	7,542.98
Plus - interest to 8/10/65	149.78
	7,692.76
Less - balance in expense account	162.41
	$7,530.35

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 10th day of August, 19 65, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

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9 17,374

Mortgagee and Attorney's Bond.

1-369

LIBER 13 PAGE 262

LIBER 165 PAGE 473

New Amsterdam Casualty Company

227 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

BOND NO: 19- 0370-1400-65

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 SEVENTY SIX HUNDRED AND NO/100 ----------($7,600.00) ---------- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 13th day of September 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 John A. Tudor and Madge I. Tudor, his wife, to the Baltimore Federal Savings & Loan Association bearing date the 1st day of November nineteen hundred and fifty-six and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1076, Folio 7 ~~xxx~~

Lot No. 5, Block B., Badkins Plains, Anne Arundel County, Maryland is about to sell the land and premises described in said Mortgage/default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of

Clara M. Link
~~xxxxx~~ Witness as to Surety:

J. McDuffie
J. McDuffie

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Bond approved this 15th day of September, 1965

Louis N. Phipps, Clerk

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LIBER 165 PAGE 474

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOHN A. TUDOR AND MADGE I. TUDOR, HIS WIFE	:	In Equity - No. 17,374

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 15th day of September, 19 65, 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

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9 1965 SEP 17 PM 12:04

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Notary Public

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR ANNE ARUNDEL COUNTY
JOHN A. TUDOR AND MADGE I. TUDOR, HIS WIFE	:	(In Equity)
	:	No. 17,374

LIBER 165 PAGE 475

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 1st, 1956 and recorded among the Land REcords of Anne Arundel County in Liber G.T.C. No. folio from said John A. Tudor and Madge I. Tudor, 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 15th day of September, 1965 at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 5, Block B, as shown on a Plat entitled "Second Revised Plat, Bodkins Plains, which Plat is recorded among the Land Records of Anne Arundel County in P lat Book No. 25 folio 12; more particularly and at length described in the aforementioned Mortgage and in the attached advertisement of sale.

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John A. Tudor and Madge I. Tudor, his wife to Baltimore Federal Savings and Loan Association dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1076 folio 7 (default having occurred thereunder), the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, SEPTEMBER 15th, 1965 AT THREE P.M. (EDT)

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

BEING known and designated as Lot No. 5 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12.

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

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

The improvements consist of a one story frame detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced 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

S-9

LIBER 165 PAGE 476

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 Sixty-four Hundred ($6400.00) Dollars, subject to the payment of an annual ground rent of $90.00, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of September, 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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ORDER NISI

LIBER 165 PAGE 478

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

JOHN A. TUDOR and
MADGE I. TUDOR, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,374 Equity

Ordered, this 17th day of September, 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 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 $ 6,400.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Attorney
(Final Order)

FOR: Maryland Gazette (Sept. 23rd Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

JOHN A. TUDOR and
MADGE I. TUDOR, his wife

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 Childs
JUDGE.

FILED

1965 OCT 27 AM 10: 33

12

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

Attorney's Sale

OF VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from John A. Tudor and Madge I. Tudor, his wife to Baltimore Federal Savings and Loan Association, dated November 1st, 1956 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1076 folio 7 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

WEDNESDAY, SEPTEMBER 15th, 1965 AT THREE P.M. (EDT)

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

BEING known and designated as Lot No. 5 Block B as shown on a Plat entitled "Second Revised Plat Bodkins Plains" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 25 folio 12.

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

13 No. Subject to an annual ground rent of $90.00 and to any restrictive covenants, and/or Utility Agreements, of record, affecting the property.

The improvements consist of a one story frame detached dwelling, containing 5 rooms (3 bedrooms) 1 bath, forced 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

S-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 479

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1965

We hereby certify, that the annexed Attorney's Sale No. 17,374 Equity John A. Tudor

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 15th day of September, 1965. The first insertion being made the 26th day of August, 1965.

FILED 1965 SEP 20 AM 9:21

THE CAPITAL-GAZETTE PRESS, INC.

~~FILED 1965 SEP 15 PM 2:19~~

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,374 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

versus

JOHN A. TUDOR and MADGE I. TUDOR, his wife

Ordered, this 17th day of September, 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 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 $6,400.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-14

FILED
1965 OCT 15 PM 2:02

14 No. M.G. 8426

OFFICE OF

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 480

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 14, 1965

We hereby certify, that the annexed
Order Nisi Sale
Eq. 17,374
John A. Tudor

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 October, 1965. The first insertion being made the 23rd day of September, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 481

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

VS.

JOHN A. TUDOR AND MADGE I. TUDOR, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,374 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 NOV 15 AM 10:30

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st day of December, 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. Wagner, deputy

FILED

1965 DEC -1 PM 12:23

15

Dr. Mortgaged Real Estate of John A. Tudor and

Madge I. Tudor, his wife

LIBER 165 PAGE 482

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

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			6,400	00		
By	Interest 6% on deferred payment						
	$5,900.00 from 9/15/65 to 10/28/65			45	86		
						6,445	86
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	222	00				
				322	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	75	39				
	New Amsterdam Casualty Co. - bond	30	00				
	E. T. Newell Co., Inc. auctioneer's fee	35	00				
	Notary fees	1	25				
	Adjustment, ground rent, from 5/1/65 to						
	9/15/65	33	75				
	Adjustment, taxes, from 7/1/65 to 9/15/65	39	59				
				214	98		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	5,835	88				
				5,835	88		
						6,445	86
	Balance due on mortgage as per mortgage						
	claim filed	7,530	35				
	Interest 6% on principal balance						
	$7,380.57 from 8/11/65 to 11/30/65	134	07				
		7,664	42				
	Credit amount allowed above	5,835	88				
	This amount subject to decree in personam	1,828	54				

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
HARRY R. LOHMAN AND BARBARA C. LOHMAN, HIS WIFE	:	ANNE ARUNDEL COUNTY (In Equity) No. 14,759

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 Harry R. Lohman and Barbara C. Lohman, his wife, to Baltimore Federal Savings and Loan Association, dated April 11, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1648 folio 582.

Walter S. Calwell,
Attorney Named in Mortgage

Baltimore Federal Building
Baltimore, Maryland 21202

LE 9-6841

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1964 NOV 16 AM 9:31

City and County Form. LNP BOOK 1648 PAGE 582

No. 16,759 Equity

LIBER 165 PAGE 434

This Mortgage,

Made this 11th day of April, in the year one thousand, nine hundred and sixty-three, between HARRY R. LOHMAN and BARBARA C. LOHMAN, 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 SIX HUNDRED and 00/100 ($13,600.00) 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-half (5-1/2%) per-cent per annum in the manner following:

By the payment of Eighty-Three and 52/100 ($83.52) Dollars, commencing on the first day of May, 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 the Sixty Election District of Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at an iron pipe set on the Southwest side of Hilltop Lane (formerly Chinquapin Round Road), said point being the same beginning point as described in the conveyance from Fred W. Stehle and Viola Stehle, his wife to Harry O. Norris and Sally P. Norris, his wife by Deed dated November 19, 1925 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 18 folio 120 and running from the beginning point so fixed and with the Southwest side of Hilltop Lane, as now used South 43 degrees 49 minutes East 50 feet to a pipe thence leaving the road and running parallel to the Northwest outline of the whole tract South 47 degrees 15 minutes West 150 feet to a pipe thence North 43 degrees 49 minutes West 50 feet to a pipe set in the aforementioned outline thence with part of the same North 47 degrees 15 minutes East 150 feet to the place of beginning. Containing .17 acres. The improvements thereon being known as No. 34 Hilltop Lane.

BEING the same lot of ground which by Deed dated November 30, 1956 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1083 folio 408 was granted and conveyed by William M. Fischer and Barbara B. Fischer, his wife unto the within named Mortgagors.

RECORDATION TAX ACT OF 1947 $22.00 — RECORDATION TAX ACT OF 1947 $5.50 $5.50 — RECORDATION TAX ACT OF 1947 $2.20 $2.20

APR 11 1963

29.70

PLAINTIFFS EXHIBIT A

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1964 NOV 16 AM 9:32

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rent of~~ forever, in fee-simple.

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

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

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

thereof, to cover the extra expense involved in handling delinquent payments; (10) that this loan may be prepaid, in whole or in part, in an amount not less than one monthly installment of principal, provided that six month's advance interest may be charged on that part of the aggregate amount of all prepayments made in any one year which exceeds twenty per cent (20%) of the original principal amount of the loan as a consideration for the acceptance of such prepayment; (11) that it is agreed that the Mortgagee may, at any time during the mortgage term, and in its discretion, apply for and purchase mortgage guaranty insurance, and may apply for renewal of such mortgage guaranty insurance covering this mortgage, and pay premiums due by reason thereof, and require repayment by the Mortgagor of such amounts as are advanced by the Mortgagee, and the Mortgagor hereby agrees to pay for such premiums on the first day of each month, as part of the regular monthly payment, by payment of a sum equal to one-twelfth (1/12) of such annual mortgage guaranty insurance premium in accordance with the provisions of (1) of the aforegoing covenants and conditions, and in the event such insurance is placed on a single premium plan, the Mortgagor hereby agrees to repay the Mortgagee for such amount so advanced by the Mortgagee for such single premium.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of $125.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

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

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

WITNESS the corporate seal of the said Mortgagor, and the signature of its Vice-President.

WITNESS:

JOHN R. HOLLAND, JR.

Harry R. Lohman (SEAL)

(SEAL)

Barbara C. Lohman (SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 11th day of April, 19 63, before me, a Notary Public of said State, personally appeared Harry R. Lohman and Barbara C. Lohman, 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.

JOHN R. HOLLAND, JR.
Notary Public

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

My commission expires May 6, 1963

Rec'd for record Apr. 22, 1963 at 9:18 A.M. 9.00

Mailed to Callahan & Calwell

4

2155-182

LIBER 165 PAGE 487

WALTER S. CALWELL, Attorney Named in Mortgage	:	
	:	IN THE CIRCUIT COURT
VS.	:	FOR
HARRY R. LOHMAN AND BARBARA C. LOHMAN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

NON-MILITARY SERVICE AFFIDAVIT 16,759 Eq.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November 1964 before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association and made oath in due form of law, that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief;

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

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

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

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

Clara M. Link

Clara M. Link, Notary Public

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Eugene K. Reilly

Eugene K. Reilly Affiant
Vice President

FILED

1964 NOV 16 AM 9:32

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WALTER S. CALWELL, Attorney Named in Mortgage VS. HARRY R. LOHMAN AND BAREARA C. LOHMAN, HIS WIFE	: : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity - No. 16,759

STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Harry R. Lohman and Barbara C. Lohman, his wife

to Baltimore Federal Savings and Loan Association

dated the 11th day of April 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No 1648 Folio 582.

Amount of Mortgage	$13,600.00
Less - amount paid on principal	327.23
	13,272.77
Plus - interest to 11/2/64	247.38
	13,520.15
Less - balance in expense account	87.65
	$13,432.50

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November 1964 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link
Clara M. Link, Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

FILED
1964 NOV 16 AM 9:32

CALLAHAN and CAI 'LL
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 Harry R. Lohman and Barbara C. Lohman, his wife, to Baltimore Federal Savings and Loan Association, dated April 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1648 folio 582 (default having occured thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, JANUARY 5th, 1965 FOUR P.M.,

all that fee simple lot of ground situate and lying in the Sixth Election District of Anne Arundel County, City of Annapolis, Maryland, on the southwest side of Hilltop Lane about 175 feet off Spa Road, and described as follows:

BEGINNING for the same at an iron pipe set on the Southwest side of Hilltop Lane (formerly Chinquapin Round Road), said point being the same beginning point as described in the conveyance from Fred W. Stehle and Viola Stehle, his wife to Harry O. Norris and Sally P. Norris, his wife by Deed dated November 19, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 18 folio 120 and running from the beginning point so fixed and with the Southwest side of Hilltop Lane, as now used South 43 degrees 49 minutes East 50 feet to a pipe thence leaving the road and running parallel to the Northwest outline of the whole tract South 47 degrees 15 minutes West 150 feet to a pipe thence North 43 degrees 49 minutes West 50 feet to a pipe set in the aforementioned outline thence with part of the same North 47 degrees 15 minutes East 150 feet to the place of beginning. Containing .17 acres. The improvements thereon being known as No. 34 Hilltop Lane.

No. 8

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

OFFICE OF 16759

Maryland Gazette

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

LIBER 165 PAGE 489

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30, 1964

We hereby certify, that the annexed Attorney's Sale Harry R. Lohman

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.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1964 DEC 30 PM 12 39

By H. Tilghman

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), 2 baths. 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

D-29

Mortgagee and Attorney's Bond.

Equity 16,759

1-369

LIBER 165 PAGE 491

BOOK 13 PAGE 9

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

BOND NO: 0466-0370-2457-64

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 THIRTEEN THOUSAND SIX HUNDRED AND NO/100 - - - - - ($13,600.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 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 Harry R. Lohman and Barbara C. Lohman, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 11th day of April nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L. N. P. No. 1648, Folio 582, ~~and~~ xxx

34 Hilltop Lane - 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. Kirk

~~Attest~~
Witness as to Surety:

J. McDuffie

J. McDuffie

Walter S. Calwell (Seal)

(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

FILED

1964 DEC 31 AM 11: 14

Equity 16759

Mortgagee and Attorney's Bond.

1-369

BOOK 13 PAGE 24

LIBER 165 PAGE 492

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

ADDITIONAL BOND NO: 0466-0370-2457-64

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 FIFTEEN HUNDRED AND NO/100 - - - - - - - - - - - ($1500.00) - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of January in the year nineteen hundred and sixty-five

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Harry R. Lohman and Barbara C. Lohman, his wife, to the Baltimore Federal Savings and Loan Association bearing date the 11th day of April nineteen hundred and sixty-three and recorded among the Land Records of Anne Arundel County, in Liber L. N. P. No. 1648, Folio 582, ~~and~~ xxx

34 Hilltop Lane - 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. Lirik

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

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

NEW AMSTERDAM CASUALTY COMPANY

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

Additional Bond approved this 20 day of January, 1965

Louis N. Phipps, Clerk

FILED
1965 JAN 20 AM 10:49

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
HARRY R. LOHMAN AND BARBARA C. LOHMAN, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	In Equity - No. 16,759

PETITION TO RESELL PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

That acting in pursuance of the power of sale conferred upon your Petitioner in the Mortgage in these proceedings filed as Exhibit "A" he, after due notice of advertisement, did sell on the premises the fee simple property described in said Mortgage, known as No. 34 Hilltop Lane (formerly Chinquapin Round Road), in the Sixth Election District of Anne Arundel County, to Harry R. Lohman at and for the sum of Fifteen Thousand one Hundred ($15,100.00) Dollars.

That upon a Petition and Order of this Court thereon, dated March 1st, 1965 Edwin Rae Frantum, Jr., and Clara E. Frantum, his wife were substituted as purchasers in the place and stead of the said Harry R. Lohman.

That the sale so reported to this Court was finally ratified and confirmed, by its Order, dated March 1st, 1965 subsequent to the above referred to Order of Substitution of Purchasers.

That your Petitioner has called upon the aforementioned substituted purchasers to pay the balance of the purchase money, a $500.00 deposit having been received by your Petitioner on account at the time of the sale, but notwithstanding the importuning by your Petitioner these purchasers have failed to make settlement for the purchase of this property and

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1965 JUL -2 PM 1:59

16

give as a reason that because of the involvement of said original purchaser, Harry R. Lohman, in prior recorded judgments against him and other legal complications they are unable yo obtain a good and marketable title to the property so purchased and thus are unable to accomplish financing, which is necessary to conclude this purchase. These purchasers allege nevertheless in all other respects they are willing, able and ready to consummate the transaction.

That in view of the facts and conditions represented herein and confirmed by a letter received by your Petitioner from the substituted purchasers, which is attached hereto and intended to be taken as a part hereof and filed as Exhibit "B" it would be to the best interest of Baltimore Federal Savings and Loan Association, holder of the Mortgage and the subject of these proceedings, for your Petitioner to readvertise and resell said property for the highest price obtainable for the account, at the risk and expense of said Edwin Rae Frantum, Jr., and Clara E. Frantum, his wife, the substituted purchasers.

TO THE END THEREFORE, your Petitioner prays that an Order be passed by this Honorable Court authorizing and directing your Petitioner to readvertise and resell said fee simple property known as No. 34 Hilltop Lane (formerly Chinquapin Round Road), for the account, at the risk and expense of said Edwin Rae Frantum, Jr., and Clara E. Frantum, his wife, who have failed to complete said purchase.

Walter S. Calwell, Attorney
Named in Mortgage, Petitioner

11

ORDER

UPON the aforegoing Petition and Exhibit, it is this 2nd day of ~~May~~ June, 1965 by the Circuit Court for Anne Arundel County (In Equity)

ORDERED that Walter S. Calwell, Attorney Named in the Mortgage, in these proceedings, be and he is hereby authorized and directed to readvertise and resell the property mentioned in this Petition, knwon as No. 34 Hilltop Lane (formerly Chinquapin Round Road), described in the Mortgage mentioned in said Petition, for the account, at the risk and expense of said Edwin Rae Frantum, Jr., and Clara E. Frantum, his wife.

George Sachse
Judge

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1965 JUN -2 PM 2:27

12

16,759

LIBER 165 PAGE 496

CALLAHAN and CAL[illegible]L
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

RE-SALE OF VAULABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Harry R. Lohman and Barbara C. Lohman, his wife, to Baltimore Federal Savings and Loan Association, dated April 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1648 folio 582 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JUNE 24th, 1965 THREE P.M. (EDT)

all that fee simple lot of ground situate and lying in the Sixth Election District of Anne Arundel County, City of Annapolis, Maryland, on the southwest side of Hilltop Lane about 175 feet off Spa Road, and described as follows.

BEGINNING for the same at an iron pipe set on the Southwest side of Hilltop Lane (formerly Chinquapin Round Road), said point being the same beginning point as described in the conveyance from Fred W. Stehle and Viola Stehle, his wife to Harry O. Norris and Sally P. Norris, his wife by Deed dated November 19, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 18 folio 120 and running from the beginning point so fixed and with the Southwest side of Hilltop Lane, as now used South 43 degrees 49 minutes East 50 feet to a pipe thence leaving the road and running parallel to the Northwest outline of the whole tract South 47 degrees 15 minutes West 150 feet to a pipe thence North 43 degrees 49 minutes West 50 feet to a pipe set in the aforementioned outline thence with part of the same North 47 degrees 15 minutes East 150 feet to the place of beginning. Containing .17 acres. The improvements thereon being known as No. 34 Hilltop Lane.

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 Utilty Agreements, of record, affecting the property.

13 N

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 22, 1965

We hereby certify, that the annexed

Attorney's Sale

Harry O. Lohman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of June, 1965. The first insertion being made the 3rd day of June, 1965.

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1965 JUN 22 AM 9:15

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

The improvements consist of a frame ranch type dwelling, containing 6 rooms (3 bedrooms), 2 baths, forced warm air oil fired heat.

This is a re-sale of above property for the account and at the risk of the previous purchasers, under Order of Court.

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

Ju-17

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
HARRY R. LOHMAN AND BARBARA C. LOHMAN, HIS WIFE	ANNE ARUNDEL COUNTY
	In Equity - No. 16,759

AMENDED
STATEMENT OF MORTGAGE DEBT

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

under the Mortgage from Harry R. Lohman and Barbara C. Lohman, his wife

to Baltimore Federal Savings and Loan Association

dated the 11th day of April 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No 1648 Folio 582

Amount of Mortgage	$13,600.00
Less - amount paid on principal	327.32
	13,272.68
Plus - interest to 6/24/65	717.85
	13,990.53
Plus - overdraft in expense account	8.45
	13,998.98

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of June 19 65 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Eugene K. Reilly Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage Claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

Clara M. Link
Clara M. Link, Notary Public

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1965 JUN 30 AM 11:59

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LIBER 165 PAGE 499

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.		ANNE ARUNDEL COUNTY
HARRY R. LOHMAN AND BARBARA C. LOHMAN, HIS WIFE	:	(In Equity)
		No. 16,759
	:	

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated April 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1648 folio 582

from said Harry R. Lohman and Barbara C. Lohman, 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 re-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~~ and under an Order of this Court, dated June 2nd, 1965 ~~default having occurred thereunder~~) did, pursuant to said notice, on the 24th day of June, 1965 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

on the southwest side of Hilltop Lane (formerly Chinquapin Round Road), having a frontage of 50 feet with an even depth of 150 feet, the improvements whereon are known as No. 34 Hilltop Lane; more particularly and at length described in the aforementioned Mortgage, and in the attached advertisement of sale, for the account, at the risk and expense of Edwin Rae Frantum, Jr., and Clara E. Frantum, his wife, former substituted purchasers.

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1965 JUN 30 AM 11:59

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CALLAHAN and CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland

Attorney's Sale

RE-SALE OF VAULABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Harry R. Lohman and Barbara C. Lohman, his wife, to Baltimore Federal Savings and Loan Association, dated April 11th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1648 folio 582 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, JUNE 24th, 1965 THREE P.M. (EDT)

all that fee simple lot of ground situate and lying in the Sixth Election District of Anne Arundel County, City of Annapolis, Maryland, on the southwest side of Hilltop Lane about 175 feet off Spa Road, and described as follows.

BEGINNING for the same at an iron pipe set on the Southwest side of Hilltop Lane (formerly Chinquapin Round Road), said point being the same beginning point as described in the conveyance from Fred W. Stehle and Viola Stehle, his wife to Harry O. Norris and Sally P. Norris, his wife by Deed dated November 19, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 18 folio 120 and running from the beginning point so fixed and with the Southwest side of Hilltop Lane, as now used South 43 degrees 49 minutes East 50 feet to a pipe thence leaving the road and running parallel to the Northwest outline of the whole tract South 47 degrees 15 minutes West 150 feet to a pipe thence North 43 degrees 49 minutes West 50 feet to a pipe set in the aforementioned outline thence with part of the same North 47 degrees 15 minutes East 150 feet to the place of beginning. Containing .17 acres. The improvements thereon being known as No. 34 Hilltop Lane.

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 Utitly Agreements, of record, affecting the property.

The improvements consist of a frame ranch type dwelling, containing 6 rooms (3 bedrooms), 2 baths, forced warm air oil fired heat.

This is a re-sale of above property for the account and at the risk of the previous purchasers, under Order of Court.

LIBER 165 PAGE 500

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

Ju-17

LIBER 165 PAGE 501

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 Fourteen Thousand six Hundred ($14,600.00) Dollars, said purchasers being then and there the highest bidder.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of June, 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
Clara M. Link, Notary Public

E. T. Newell & Co., Inc.

120-26 W. NORTH AVENUE BALTIMORE, MD. 21201 LIBER 165 PAGE 502

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 24th 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 Chas. Schaffer, Agent for the, 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, Baltimore Federal Savings and ~~Loan Association~~,) 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

_____ (SEAL)

Balto. Federal Sav. (SEAL)
Purchaser per Chas. Schaff

_____
Address

William M. White
Notary Public

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1965 JUN 30 AM 11:59

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ORDER NISI

WALTER S. CALWELL,
Attorney Named In Mortgage

versus

HARRY R. LOHMAN AND
BARBARA C. LOHMAN, HIS WIFE

LIBER 165 PAGE 503

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,759 Equity

Ordered, this 30th day of June, 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 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 $ 14,600.00

Louis N. Phipps, Clerk.

True Copy,

TEST: Clerk.

Walter S. Calwell, Atty.
(Final Order)

PO: Maryland Gazette (July 8th Edition)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

HARRY R. LOHMAN AND
BARBARA C. LOHMAN, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of August, 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.

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1965 AUG 10 AM 10: 55

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LIBER 165 PAGE 504

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
HARRY R. LOHMAN AND BARBARA C. LOHMAN, HIS WIFE	:	ANNE ARUNDEL COUNTY In Equity - No. 16,759

PETITION TO SUBSTITUTE PURCHASERS

TO THE HONORABLE THE JUDGE OF SAID COURT:-

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

That your Petitioner by his Report of Sale filed in these proceedings on June 29th, 1965 sold certain fee simple property, situate in Anne Arundel County, Maryland known as No. 34 Hilltop Lane, and described in these proceedings, to Baltimore Federal Savings and Loan Association.

That since the filing of said Report of Sale the said purchaser has requested your Petitioner to substitute, as purchaser in its place and stead, Arthur M. Jones and Virginia E. Jones, his wife.

Your Petitioner therefore prays that this Honorable Court pass an Order substituting the said Arthur M. Jones and Virginia E. Jones, his wife as purchasers of the said fee simple property above referred to in the place and stead of Baltimore Federal Savings and Loan Association.

Walter S. Calwell
Attorney Named in the Mortgage

ASSENT

The undersigned assent to the passage of the Order

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1965 JUL 20 AM 9:56

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prayed in the aforegoing Petition substituting Arthur M. Jones and Virginia E. Jones, his wife as purchasers of the fee simple property above referred to and in these proceedings mentioned.

BALTIMORE FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY _____
Vice President

_____
Arthur M. Jones

_____
Virginia E. Jones

20

LIBER 165 PAGE 506

ORDER

UPON the aforegoing Petition and Assent, it is this 20th day of July, 1965

ORDERED by the Circuit Court for Anne Arundel County that Arthur M. Jones and Virginia E. Jones, his wife be and they are hereby substituted as purchasers of the property mentioned in these proceedings, known as No. 34 Hilltop Lane, Anne Arundel County, Maryland, in the place and stead of Baltimore Federal Savings and Loan Association.

George Sachse
Judge.

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1965 JUL 20 PM 12: 30

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LIBER 165 PAGE 507

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 16,759 EQUITY
WALTER S. CALWELL,
Attorney Named In Mortgage
versus
HARRY R. LOHMAN and
BARBARA C. LOHMAN, his wife

Ordered, this 30th day of June, 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 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 $14,600.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

FILED
1965 AUG -2 PM 4:26

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 2, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,759 Harry R. Lohman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of August, 1965. The first insertion being made the 7th day of July, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

22 No. M.G. 9454

By [illegible]

LIBER 165 PAGE 508

In the Case of

WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE

vs.

HARRY R. LOHMAN AND BARBARA C. LOHMAN

In the

Circuit Court

For

Anne Arundel County

No. 16,759 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 1st day of December, 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

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1965 DEC -1 PM 12:23

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14

Dr. Mortgaged Real Estate of Harry R. Lohman and

Barbara C. Lohman, his wife

LIBER 165 PAGE 509

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

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			15,100	00		
By	Interest 6% on deferred payment						
	$14,100.00 from 6/24/65 to 10/28/65			310	00		
By	Adjustment, taxes from 6/24/65			3	43		
						15,413	43
To	Attorney for fee, viz	125	00				
To	Attorney for commission, viz	478	00				
				603	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Defendant's Solicitor appearance fee	10	00				
	Sheriff	2	00				
	Clerk, court costs	67	50				
	Auditor, this account	35	00				
				124	50		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - 2 sales	188	82				
	Sunpapers - advertising - 1st sale	17	00				
	New Amsterdam Casualty Co. - bond	60	00				
	E. T. Newell Co., Inc., auctioneer's fee - 2 sales	450	00				
	Notary fees	1	50				
	Adjustment - water charges	4	19				
	Taxes - from 1/1/65 to 6/30/65	91	02				
				812	53		
To	Baltimore Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	13,873	40				
				13,873	40		
						15,413	43
	Balance due on mortgage as per mortgage						
	claim filed	13,998	98				

Interest 5½% on principal balance						
$13,281.13 from 6/25/65 to 11/30/65	314	50				
	14,313	48				
Credit amount allowed above	13,873	40				
This amount subject to decree in personam	440	08				

LIBER 165 PAGE 511

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

IN THE MATTER OF A DEED OF TRUST

From: EMORY MITCHELL WHITNEY SR., and
RUTH ESTHER WHITNEY, his wife

TO

THOMAS J. SWEENEY

AND

NATHANIEL J. TAUBE, Trustees

Equity No. 20,171

PROCEEDINGS TO FORECLOSE Deed of Trust dated July 28, 1965 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1495 at Folio 269.

MR. CLERK:

Kindly docket suit in the above entitled cause, file the Deed of Trust handed you herewith, affidavit and bond when approved.

ROBERT H. SYMONDS
Solicitor for Noteholder
1335 Holton Lane
Langley Park, Maryland
439-4704

FILED

1965 APR 27 AM 9:00

LIBER 165 PAGE 512

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

IN THE MATTER OF A DEED OF TRUST

From: EMORY MITCHELL WHITNEY, SR. and
RUTH ESTHER WHITNEY, his wife

To

THOMAS J. SWEENEY

and

NATHANIEL J. TAUBE, Trustees

Equity No. 17,171

STATE OF MARYLAND
COUNTY OF ~~ANNE ARUNDEL~~ PRINCE GEORGES

The undersigned, ROBERT H. SYMONDS, does hereby certify that as of date, he was the attorney for the noteholder of a note secured by a Deed of Trust on property located in Anne Arundel County, Maryland, described as follows:

Lot 2, Block 48 as per Plat entitled, "Plat of Harundale, Section 5" recorded among the Plat Records of Anne Arundel County in Plat Book 20 at Page 28.

That said Deed of Trust was dated July 28, 1961 and recorded in Liber 1495 at Folio 269, among the Land Records of Anne Arundel County, Maryland.

That as of April 26, 1965, the principle amount due and payable on said note was $11,406.09 with interest at the rate of 5-1/4% from November 1, 1964.

Robert H. Symonds
ROBERT H. SYMONDS

Subscribed and sworn to before me, a Notary Public, in and for the aforesaid state and county, this 26th day of April, 1965.

Mary Clare Leasure
Notary

MARY CLARE LEASURE
NOTARY PUBLIC
My Commission Expires May 3, 1965

FILED

1965 APR 27 AM 9:00

2

VA Form VB4-6318c (Home Loan) October 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

BOOK 1495 PAGE 269

LIBER 165 PAGE 513

MARYLAND

PURCHASE MONEY

DEED OF TRUST

8792

No. 17,177 Equity

THIS DEED, made this 28th day of July, 19 61, by and between

EMORY MITCHELL WHITNEY, SR. and RUTH ESTHER WHITNEY, His Wife

party of the first part, and THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

Colonial Mortgage Corporation, a corporation organized and existing under the laws of the State of Maryland, in the principal sum of TWELVE THOUSAND AND NO/100THS Dollars ($ 12,000.00), with interest from date at the rate of five and one fourth per centum (5¼ %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Sixty-six and 50/100ths Dollars ($ 66.50), commencing on the first day of September, 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 91.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Anne Arundel and State of Maryland, to wit:

16—49745-4

Lot numbered Two (2) in Block Forty-eight (48) as shown on a Plat entitled "Plat of Harundale, Section 5", recorded among the Plat Records of Anne Arundel County in Plat Book No. 20, at Page 28.

The Grantors covenant and agree that so long as this Deed of Trust and the said Note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the holder of the Note, may at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

FILED

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together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; 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;

INCLUDING all electric fixtures, shades, screens, venetian blinds, domestic hot water heater and heater now installed or hereafter installed or used in the premises aforesaid, it being the intention of the parties hereto, their heirs, successors or assigns, that all such equipment and fixtures, as aforesaid shall become permanently annexed to said premises and a part of the real estate and security for the payment of the indebtedness hereinbefore referred to.

To Have and to Hold the said property and improvements unto the party of the second part, its successors and assigns

In and Upon the Trusts, Nevertheless, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land, and premises, and the rents, issues and profits thereof, to take, have, and apply to and for such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

Upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said party of the first part or assigns, at such party's cost.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Second, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and, lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. 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 ($100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, 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, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note, and of which the party of the first part is notified) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(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 note secured hereby; and
(III) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At the option of the holder of the note, the party of the first part 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.

3. If the total of the payments made by the party of the first part under (a) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the party of the first part for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note 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 the party of the first part under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at the rate provided for in the principal indebtedness and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, 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 if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

5. 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the 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 Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the note 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 thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. 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.

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

9. He will continuously maintain hazard insurance, of such type or types and amounts as the holder of the note may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized

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and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

10. If the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear interest at the rate provided for in the principal indebtedness.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including reasonable counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear interest at the rate provided for in the principal indebtedness and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

13. 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.

14. He specially warrants the property herein conveyed and that he will execute such further assurances thereof as may be required.

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 "holder of the said note" 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 parties of the first part on the day and year first above written.

Witness:

Allan C. Westcott
Allan C. Westcott

Allan C. Westcott
llan C. Westcott

Emory Mitchell Whitney Sr. [SEAL]
Emory Mitchell Whitney, Sr. [SEAL]

Ruth Esther Whitney [SEAL]
Ruth Esther Whitney [SEAL]

XXXXXXXXXXXXXXXXXXXXXXXX STATE OF MARYLAND to wit: BOOK 1495 PAGE 273

I HEREBY CERTIFY, That on this the 28th day of July, 1961 before me, a Notary Public of the XXXXXXXXXXXXXXXXXXXX County of Anne Arundel the undersigned officer, personally appeared Emory Mitchell Whitney, Sr. and Ruth Esther Whitney, his wife known to me (or satisfactorily proven) to be the person(s) whose name (s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

Dorothy W. Cronin
Dorothy W. Cronin Notary Public

My commission expires:

MY COMMISSION EXPIRES MAY 6, 1963

Rec'd for record July 31, 1961 at 4:10 P.M.
Mailed to Colonial Mortgage Corp.

STATE OF MARYLAND

Deed of Trust

EMORY MITCHELL WHITNEY, SR.
and
RUTH ESTHER WHITNEY, His Wife

TO
THOMAS J. SWEENEY
and
NATHANIEL J. TAUBE

RECEIVED FOR RECORD on the day of o'clock A.D. 19 and recorded in Liber No. one of the Land Records.

Examined by

RECORDED IN LIBER GTC
NO. 1495 FOLIO 269
CROMWELL, CLERK

Recorder.

return to: Colonial Mortgage Corp.
1424 K Street, N. W.
Washington, D. C.

U.S. GOVERNMENT PRINTING OFFICE 16—40745-3

BOND NO. 2239617

LIBER 165 PAGE 517

NATIONAL SURETY CORPORATION

A Member of The FUND Insurance Companies

NEW YORK

LIBER 13 PAGE 142

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

THOMAS J. SWEENEY and
NATHANIEL TAUBE, TRUSTEES,
Plaintiff

vs.

EMORY MITCHELL WHITNEY, SR. and
RUTH ESTHER WHITNEY, his wife,
Defendants.

Equity No. 17,171

FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, THOMAS J. SWEENEY and NATHANIEL TAUBE, Trustees, as Principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York and duly authorized to transact 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 FOURTEEN THOUSAND AND NO/100ths ($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 13th day of April in the year of our Lord One Thousand Nine Hundred and Sixty-five.

Whereas, the above bounden THOMAS J. SWEENEY and NATHANIEL TAUBE, Trustees, by virtue of the power contained in a mortgage--deed of trust from Emory Mitchell Whitney, Sr. and Ruth Esther Whitney, his wife, to the undersigned Trustees bearing date the 28th day of July, 1961 and recorded among the mortgage--deed of trust records of Anne Arundel County, Maryland in Liber No. 1495 folio 269 and the undersigned Trustees ~~is~~/are about to sell the land and premises described in said mortgage--deed of trust, 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 THOMAS J. SWEENEY and Nathaniel Taube, Trustees, do and shall well and truly and faithfully perform the trust reposed in them 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 remain in full force and virtue in law.

In Testimony Whereof, the above bounden THOMAS J. SWEENEY and NATHANIEL TAUBE, Trustees, ~~has~~ have hereto set their hands and Seals 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:

Frances R. Atwood
(Frances R. Atwood ,As to Both.)

(Thomas J. Sweeney, Trustee.) (SEAL)

(Nathaniel Taube, (Trustee.) (SEAL)

As to Surety:

NATIONAL SURETY CORPORATION

BY: Roberta B. Plummer, Attorney-in-Fact.

(Clarence B. Plummer)

Bond approved this 27th day of April 1965

Clerk

Bond approved this 27th day of April 1965

Clerk

ROBERT H. SYMONDS
Attorney
1335 Holton Lane
Langley Park, Md.

Trustee's Sale

VALUABLE, IMPROVED REAL ESTATE

Located in Anne Arundel County, Maryland, improved by premises known as 1203 Saunders Way, Harundale, Glen Burnie, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Emory Mitchell Whitney, Sr. and Ruth Esther Whitney, his wife, to the undersigned Trustees dated July 28, 1961 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1495 at Folio 269 and at the request of the parties secured; thereby default having occurred in the terms and conditions thereof, the undersigned Trustees named in said Deed of Trust, will sell at public auction in front of the Courthouse in Annapolis, Maryland on Wednesday the

5TH DAY OF MAY, 1965 AT 3:00 P.M.

all that property in said Deed of Trust described as follows;

Lot No. 2 in Block No. 48 as shown on a Plat entitled, "Plat of Harundale, Section 5" recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 at Page 28.

The property is improved by a steel and masonry dwelling containing five rooms, one bath with hot water heat.

TERMS OF SALE: A deposit of $1,000 cash or certified check will be required at the time of sale. The balance in cash with interest at 6 per cent per annum from the date of sale to the date of payment, payable within five days after the final ratification of the sale by the Court.

Otherwise the deposit may be forfeited and the property resold at the risk and cost of the defaulting purchaser. Title examination, conveyancing, recording, stamp taxes and transfer taxes imposed by Anne Arundel County to be borne by purchaser. All other taxes, expenses, assessments and public charges, including sanitary district charges, if any, to be adjusted to date of sale.

THOMAS J. SWEENEY,
Trustee
NATHANIEL J. TAUBE,
Trustee
ROBERT H. SYMONDS
Attorney for Noteholder
1335 Holton Lane
Langley Park, Maryland
Phone: 439-4704

A-29

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 518

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 4, 1965

We hereby certify, that the annexed

Trustee's Sale

Emory Mitchell Whitney, Sr.

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

FILED
1965 MAY 4 PM 1:28

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 519

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

IN THE MATTER OF A DEED OF TRUST

from: EMORY MITCHELL WHITNEY, SR., and
RUTH ESTHER WHITNEY, his wife

TO

THOMAS J. SWEENEY

AND

NATHANIEL J. TAUBE, Trustees

Equity No. [illegible]

A F F I D A V I T

COMES NOW, Robert H. Symonds, being first duly sworn under oath, deposes and says:

1. That he is the attorney for the purchaser from the Trustees of the property located at 1203 Saunders Way, Harundale, Glen Burnie, Maryland.

2. That there are no other interested parties as principals in the purchase of the above-identified property.

3. That said affiant has not directly or indirectly discouraged anyone from bidding for said property.

ROBERT H. SYMONDS

Subscribed and sworn to before me this 12 day of May, 1965.

Notary

NEAL HAMBLETON
NOTARY PUBLIC
MY C[illegible] JULY 1, 1965

FILED
1965 MAY 13 AM 11:00

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Book 106 Folio 278

Phones National 8-3090 8-3091 8-3092

LIBER 165 PAGE 520

Account Sales of PREMISES 1203 SAUNDERS WAY, GLEN BURNIE, ANNE ARUNDEL COUNTY, MARYLAND

Sold for account of THOMAS J. SWEENEY, NATHANIEL J. TAUBE, TRUSTEES

BY THOMAS J. OWEN & SON, INC.

Real Estate Auctioneers and Appraisers

PERPETUAL BUILDING, 1111 E STREET, N. W.

WASHINGTON 5, D. C.

May 5, 1965

This is to certify that the property described in the attached advertisement was sold at public auction to: THE SAVINGS BANKS RETIREMENT SYSTEM

for . . . . . $ 10,500.00

upon the terms and conditions as set forth in said advertisement.

* * Charges * *

To Fee $ 50.00

THOMAS J. OWEN & SON, INC., AUCTIONEERS

BY Wilson S. Kidwell

Wilson S. Kidwell, Auctioneer

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1965 MAY 13 AM 11:00

ROBERT H. SYMONDS
Attorney
1335 Holton Lane
Langley Park, Md.

Trustee's Sale

VALUABLE,

IMPROVED REAL ESTATE

Located in Anne Arundel County, Maryland, improved by premises known as 1203 Saunders Way, Harundale, Glen Burnie, Maryland.

By virtue of the power and authority contained in a Deed of Trust from Emory Mitchell Whitney, Sr. and Ruth Esther Whitney, his wife, to the undersigned Trustees dated July 28, 1961 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1495 at Folio 269 and at the request of the parties secured; thereby default having occurred in the terms and conditions thereof, the undersigned Trustees named in said Deed of Trust, will sell at public auction in front of the Courthouse in Annapolis, Maryland on Wednesday the

5TH DAY OF MAY, 1965 AT 3:00 P.M.

all that property in said Deed of Trust described as follows;

Lot No. 2 in Block No. 48 as shown on a Plat entitled, "Plat of Harundale, Section 5" recorded among the Plat Records of Anne Arundel County in Plat Book No. 20 at Page 28.

The property is improved by a steel and masonry dwelling containing five rooms, one bath with hot water heat.

TERMS OF SALE: A deposit of $1,000 cash or certified check will be required at the time of sale. The balance in cash with interest at 6 per cent per annum from the date of sale to the date of payment, payable within five days after the final ratification of the sale by the Court.

Otherwise the deposit may be forfeited and the property resold at the risk and cost of the defaulting purchaser. Title examination, conveyancing, recording, stamp taxes and transfer taxes imposed by Anne Arundel County to be borne by purchaser. All other taxes, expenses, assessments and public charges, including sanitary district charges, if any, to be adjusted to date of sale.

THOMAS J. SWEENEY,
Trustee
NATHANIEL J. TAUBE,
Trustee
ROBERT H. SYMONDS
Attorney for Noteholder
1335 Holton Lane
Langley Park, Maryland
Phone: 439-4704

A-29

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LIBER 165 PAGE 521

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

IN THE MATTER OF A DEED OF TRUST	
from: EMORY MITCHELL WHITNEY, SR., and RUTH ESTHER WHITNEY, his wife	17171
TO	Equity No. _____
THOMAS J. SWEENEY	
AND	
NATHANIEL J. TAUBE, Trustees	

REPORT OF SALE

TO THE HONORABLE JUDGES OF SAID COURT:

The report of NATHANIEL J. TAUBE and THOMAS J. SWEENEY, Trustees under a Deed of Trust from EMORY MITCHELL WHITNEY, Sr. and RUTH ESTHER WHITNEY, his wife, dated July 28, 1961, and recorded in Liber 1495 at Folio 269 of the Land Records of Anne Arundel County, Maryland, respectfully shows:

That default having occurred in the terms and conditions of the herein referred to Deed of Trust and acting at the request of the party thereby secured, the undersigned Trustees after having given bond with security for the faithful performance of their trust, which bond was duly approved, and having complied with all prerequisites prescribed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale by advertisements in serted in the Colonial Gazette, a newspaper published in Anne Arundel County, Maryland, once a week for three (3) weeks before the date of sale, they did pursuant to said advertising on May 5, 1965, at the hour of 3:00 P.M. sell the property described as follows:

Lot 2, Block 48 as shown on Plat entitled, "Plat of Harundale, Section 5" recorded among the Land Records of Anne Arundel County in Plat Book 20 at Page 28.

at and for the sum of $ 10,500.00, to [illegible] BANK [illegible], being at the figure the highest bidder

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1965 MAY 13 AM 11:00

11

therefor, and the Trustees report that said sale was a fair and reasonable one, and that all the rules of the Court and the requirements of law were complied with in respect thereto, and that THOMAS J. SWEENEY, TRUSTEE and _____, personally attended said sale.

WHEREFORE, the Trustees pray that an order be passed ratifying the above sale and that they have such other and further relief as the nature of the case may require and to the Court may seem just and proper.

NATHANIEL J. TAUBE

THOMAS J. SWEENEY

DISTRICT OF COLUMBIA:-

I hereby certify that on this 10th day of May, 1965, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Sweeney & NATHANIEL J. TAUBE, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of their knowledge, information and belief.

Frances R. Atwood

Frances R. Atwood, Notary Public, D. C.

My Commission Expires November 30, 1969

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LIBER 165 PAGE 523

ORDER NISI

IN THE MATTER OF A DEED OF TRUST
from: EMORY MITCHELL WHITNEY, SR., and
RUTH ESTHER WHITNEY, his wife
TO
THOMAS J. SWEENEY
AND
NATHANIEL J. TAUBE, Trustees
~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,171 Equity

Ordered, this 13th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by Nathaniel J. Taube and Thomas J. Sweeney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sale was $ 10,500.00

Louis N. Phipps, Clerk.

True Copy,
(Thomas J. Sweeney and
Nathaniel J. Taube, Trustees)
(Final Order)

TEST: ..... Clerk.

Maryland Gazette (May 20th Edition)

IN THE MATTER OF A DEED OF TRUST
from: EMORY MITCHELL WHITNEY, SR. and
RUTH ESTHER WHITNEY, his wife
to
~~versus~~
THOMAS J. SWEENEY
AND
NATHANIEL J. TAUBE, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 22nd day of June, 1965 that the sale made and reported by the trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Duckett
JUDGE.

FILED

1965 JUN 22 PM 4:11

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Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,171 Equity

In the matter of a deed of Trust from:
EMORY MITCHELL WHITNEY, SR., and
RUTH ESTHER WHITNEY, his wife
TO THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees

Ordered, this 13th day of May 1965, That the sale of the property in these proceedings mentioned made and reported by Nathaniel J. Taube and Thomas J. Sweeney, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sale was $10,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
Ju-10

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 524

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1965

We hereby certify, that the annexed Order Nisi — Sale Eq. 17,171 Emory Mitchell Whitney, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st 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

14 No. M.G. 9272

LIBER 165 PAGE 525

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

IN THE MATTER OF A DEED OF TRUST

From EMORY MITCHELL WHITNEY, SR.
and RUTH ESTHER WHITNEY, his wife

TO

THOMAS J. SWEENEY

and

NATHANIEL J. TAUBE,

Trustees

Equity No. 17171

PETITION TO SUBSTITUTE PURCHASER

COME NOW, Thomas J. Sweeney and Nathaniel J. Taube, Trustees, and Robert H. Symonds, attorney for the purchaser of the property which was sold in the above foreclosure matter and petition the Court to substitute purchaser and for reasons therefor, state as follows:

1. The foreclosure sale of the subject property took place on March 5, 1965, at which time said property was sold to the Savings Bank Retirement System; that it is the desire of said purchaser to substitute the purchaser and to convey said property after final ratification to said substitute purchaser:

W. J. DRIVER,

as Administrator of Veterans Affairs, an officer of the United States of America, his successors or assigns.

2. That pursuant to Rule W74 G3, the undersigned Trustees and Attorney for purchaser, do hereby consent to said substitution.

(Seal)
ROBERT H. SYMONDS, Attorney for Purchaser

(Seal)
THOMAS J. SWEENEY, Trustee

(Seal)
NATHANIEL J. TAUBE, Trustee

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1965 JU 30 AM 10: 54

LIBER 165 PAGE 526

STATE OF MARYLAND
PRINCE GEORGE'S
COUNTY OF ANNE ARUNDEL

I HEREBY certify that on this ___ day of _____, 1965, before me, the subscriber a notary public in and for the State and County Aforesaid, personally appeared ROBERT H. SYMONDS, and made oath under due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

Neal Hambleton
Notary

NEAL HAMBLETON
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 1, 1968

DISTRICT OF COLUMBIA ss:

I HEREBY certify that on this 10th day of May, 1965, before me, the subscriber a notary public in and for the State and County aforesaid, personally appeared Thomas J. Sweeney and Nathaniel J. Taube, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

Frances R. Atwood
Frances R. Atwood Notary D. C.

My Commission Expires November 30, 1969

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LIBER 165 PAGE 527

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Sitting as a Court of Equity

IN THE MATTER OF A DEED OF TRUST From: EMORY MITCHELL WHITNEY, SR., and RUTH ESTHER WHITNEY, his wife TO THOMAS J. SWEENEY and NATHANIEL J. TAUBE, Trustees	Equity No. 17171

ORDER

UPON CONSIDERATION of the petitition to substitute purchaser, filed herein,

IT IS, by this Court, this 1st day of July, 1965

ORDERED and DECREED;

That W. J. Driver, as Administrator of Veterans Affairs, an officer of the United States of America, his successors or assigns be substituted as purchaser in the place and stead of the Savings Bank Retirement System.

JUDGE

FILED

1965 JUL -2 AM 9:12

17

In the Case of

IN THE MATTER OF A DEED OF TRUST FROM EMORY MITCHELL WHITNEY, SR. AND RUTH ESTHER WHITNEY, HIS WIFE, TO THOMAS J. SWEENEY AND NATHANIEL J. TAUBE, TRUSTEES

vs.

In the

Circuit Court

For

Anne Arundel County

No. 17,171 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

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FINAL ORDER

ORDERED BY THE COURT, this 20th day of July, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk
Per: Alice Jankowski, deputy

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1965 JUL 20 AM 9:04

19

Dr. Mortgaged Real Estate of Emory Mitchell Whitney, Sr. and Ruth Esther Whitney, his wife

In Acct. with Thomas J. Sweeney and Nathaniel J. Taube, Trustees

						Cr.	
By	Amount of sale as per Trustees' Report of Sale filed			10,500	00		
By	Interest 6% on deferred payment, $9,500.00 from 5/5/65 to 6/25/65			79	17		
						10,579	17
To	Trustees for commission, viz	105	00				
				105	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Trustees for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	78	00				
	National Surety Corporation - bond	56	00				
	Thomas J. Owen & Son, Inc., auctioneer's fee	50	00				
				184	00		
To	Colonial Mortgage Corporation, mortgagee on account of mortgage claim	10,217	17				
				10,217	17		
						10,579	17
	Balance due on mortgage as per mortgage claim filed	11,406	09				
	Interest 5¼% from 11/1/64 to 7/15/65	424	15				
		11,830	24				
	Credit amount allowed above	10,217	17				
	This amount subject to decree in personam	1,613	07				

PETITION FOR FORECLOSURE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
200 West Saratoga Street
Baltimore, Maryland 21201

VS.

JEROME MURPHY and
ADA MURPHY, his wife
4 and 6 Tucker Street
West Annapolis, Maryland

LIBER 165 PAGE 530

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No 16.409 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 20th day of Sept. A. D. 1961 the defendants executed and delivered to Progress Federal Savings and Loan Association a mortgage upon certain fee simple property in ~~the City of Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 13,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition. That said Mortgagors have defaulted for a period of more than 60 days in making payments on account of said mortgage indebtedness as specified in said Mortgage, and have continued said default to the date hereof.

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

And as in duty, &c.

Paul F. Due
Paul F. Due
301 North Charles Street
Baltimore, Maryland 21201
PLaza 2-0987 *Attorney for Plaintiff*

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1964 JUN 15 AM 9:59

LIBER 165 PAGE 531

No. 16,409 Equit

BOOK 1509 PAGE 538

This Mortgage, Made this 20th day of September, in the year one thousand, nine hundred and sixty-one, between JEROME MURPHY and ADA MURPHY, his wife,

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

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of THIRTEEN THOUSAND ($13,000.00) ---------- Dollars, being part of the purchase money for the property hereinafter described:

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

By the payment of ONE HUNDRED FORTY-EIGHT ($148.00) ---------- 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 shall be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

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

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

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

1. All that lot of ground in the City of Annapolis (formerly West Annapolis, Second Election District) known as and being Lot No. 4 of Block No. 7 as located and described in Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, folio 297. More particularly described in a Deed from Elizabeth Geddings, et al., to William E. Thomas of J, dated June 19, 1907, recorded among the Land Records aforesaid in Liber G.W. No. 53, folio 259.

2. All that lot of ground in the City of Annapolis known as Lot No. 2 of Block No. 7 as located in the aforesaid Plat of West Annapolis, saving and excepting therefrom, however, all that portion thereof which was conveyed by William E. Thomas of J and wife by deed dated December 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1355, folio 426.

BEING a portion of all that property which, by Deed dated December 19, 1956, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1087, folio 215, was granted and conveyed by Noah A. Hillman,

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1964 JUN 15 AM 9:59

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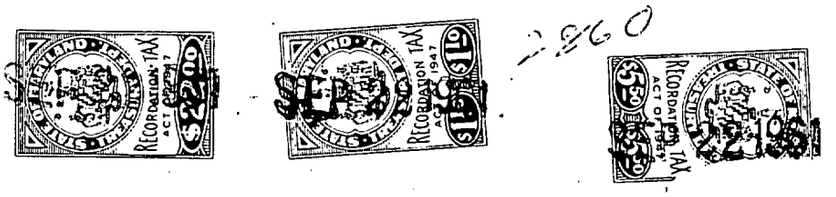
LIBER 165 PAGE 532 BOOK 1509 PAGE 539

Trustee, unto William E. Thomas of J and Ada Murphy, his daughter, as joint tenants, in fee simple. The said William E. Thomas of J having departed this life on or about October 6, 1960, title to said property is now vested absolutely in the said Ada Murphy.

The said Jerome Murphy joins in the execution of this mortgage to release his dower interest in the said property, as well as to assume all of the covenants and conditions of said mortgage as original mortgagor.



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

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

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

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of interest herein above specified from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days. If the mortgage debt is paid before maturity; and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 180 days' interest, at the rate specified in this mortgage, on the amount prepaid, may be charged by said Mortgagee.

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

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

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

WITNESS the hand**S** and seal**S** of the said Mortgagor**S**.

WITNESS:

Roberta Ray Harden

Roberta Ray Harden

Jerome Murphy (SEAL)

Jerome Murphy

Ada Murphy (SEAL)

Ada Murphy

(SEAL)

(SEAL)

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LIBER 165 PAGE 534

BOOK 1509 PAGE 541

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

I HEREBY CERTIFY that on this 20th day of September, 19 61, before me, the subscriber, a Notary Public, of the State of Maryland in and for the ~~City~~ County aforesaid, personally appeared JEROME MURPHY and ADA MURPHY, his wife, the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared LEONARD E. MASON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Roberta Ray Harden
Roberta Ray Harden Notary Public.

My commission expires May 6, 19 63.

Rec'd for record Sept 22 1961 at 9.32 AM.
Mailed to Due, Nickerson, Whitford & Taylor

ROBERTA RAY HARDEN NOTARY PUBLIC BALTIMORE COUNTY, MD.

MORTGAGE

FROM

JEROME MURPHY and ADA MURPHY, his wife

TO

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 28 day of Sep 1961 at o'clock M. Same day recorded in Liber No. Folio etc., one of the Land Records of Baltimore City, and examined per 1509 Clerk.

Cost of Record, $

DUE, NICKERSON, WHITEFORD & TAYLOR
Attorneys at Law
200 Baltimore Life Bldg.
Baltimore, Maryland

The John D. Lucas Ptg. Co., Baltimore 11, Maryland

#131-Y

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

LIBER 165 PAGE 535

Progress Federal Savings & Loan Assn.
200 West Saratoga Street
Baltimore, Maryland 21201

vs.

Jerome Murphy and Ada Murphy
4 and 6 Tucker Street
West Annapolis, Maryland

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No 16,409 Equity

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Louis A. Reinhardt, President of Progress Federal Savings and Loan Association

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

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

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

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

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

PROGRESS FEDERAL SAVINGS AND LOAN ASSN.

Louis A. Reinhardt

Affiant.
Louis A. Reinhardt

Subscribed and sworn to before me

this 28th day of May 19 64

Frank C. Vesely

Notary Public
Frank C. Vesely

My Commission expires on May 3, 1965.

FILED

1964 JUN 15 AM 9:59

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STATEMENT OF MORTGAGE CLAIM

LIBER 165 PAGE 536

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate 200 West Saratoga Street Baltimore, Maryland 21201 *vs.* JEROME MURPHY and ADA MURPHY, his wife 4 and 6 Tucker Street West Annapolis, Maryland	IN THE **CIRCUIT COURT** — OF — ~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY No. 16,469 Equity

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$13,000.00
Add: Interest	1,845.90
Taxes, late payment charges, insurance	1,157.52
	$16,003.42
Less: Payments to date	5,944.47
Balance due as of May 28, 1964	$10,058.95

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of June, in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared LOUIS A. REINHARDT, President of Progress Federal Savings and Loan Association, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED
1964 JUN 15 AM 9:59

As witness my hand and Notarial Seal,

Roberta Ray Harden
Notary Public.

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LIBER 165 PAGE 537

DECREE FOR SALE OF MORTGAGE PREMISES

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
200 West Saratoga Street
Baltimore, Maryland 21201

vs.

JEROME MURPHY and
ADA MURPHY, his wife
4 and 6 Tucker Street
West Annapolis, Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

No. 16,409 Equity
TERM, 19

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

It, is, **Thereupon, This** 15th day of June, in the year nineteen hundred and sixty-four, by the Circuit Court of ~~Baltimore City~~ 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 B. Conway Taylor, Jr.,

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Ten Thousand One Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given ~~[illegible]~~ notice by advertisement, inserted in such ~~daily~~ newspaper or newspapers published in the ~~City of Baltimore, is~~ Anne Arundel County * he ~~shall make proper~~ of the time, place, manner and terms of sale, which shall be one third cash, ~~the balance in six and twelve months for all cash as the purchaser may elect; the credit payments to be secured from the day of sale, and to be reduced to the notes or notes of the purchaser or purchasers endorsed to the satisfaction of the Trustee~~; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to 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, administrators, successors, or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

*at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale (Md. Rule W-74 - 2(1)),

Judge

FILED

1964 JUN 15 PM 12: 25

8

STATEMENT OF MORTGAGE CLAIM

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
200 West Saratoga Street
Baltimore, Maryland 21201

vs.

JEROME MURPHY and
ADA MURPHY, his wife
4 and 6 Tucker Street
West Annapolis, Maryland

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 16,409 Equity

LIBER 165 PAGE 538

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage	$13,000.00
Add: Interest	2,392.61
Taxes, late payment charges, insurance	1,180.08
	$16,572.69
Less: Payments to date	7,564.65
	$ 9,008.04

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 11th day of June 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 LOUIS A. REINHARDT, President of Progress Federal Savings and Loan Association,

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

FILED

1965 JUN 14 AM 10:08

As witness my hand and Notarial Seal,

Roberta Ray Harden
Notary Public.

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Trustee's Bond

LIBER 13 PAGE 186

KNOW ALL MEN BY THESE PRESENTS:

No. 16,409 Eq

THAT WE B. Conway Taylor, Jr., 301 N. Charles Street, Baltimore, Maryland 21201 as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand One Hundred and No/100 ($10,100.00) - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 10th day of June in the year of our Lord one thousand nine hundred and sixty-five.

LIBER 165 PAGE 539

WHEREAS, the above bounden B. Conway Taylor, Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of PROGRESS FEDERAL SAVINGS & LOAN ASSOCIATION

vs.

Jerome Murphy and Ada Murphy

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Roberta Ray Harden
Signed, sealed and delivered in the presence of
Barbara Hufham

B. Conway Taylor, Jr. (SEAL)
(SEAL)
MARYLAND CASUALTY COMPANY (SEAL)
By Joseph F. Howell (SEAL)
Attorney-in-fact
Joseph F. Howell

State of Maryland, Baltimore City, sct:

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

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

MARYLAND CASUALTY COMPANY

By: Albert H. Walker
Vice President

ATTEST:
D. W. Vauthier
Assistant Secretary

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

June 10, 1965

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

FILED
1965 JUN 14 AM 10:08

Bond approved this 14th day of June, 1965
Louis N. Phipps, Clerk

10

DUE, WHITEFORD,
TAYLOR & PRE N
Solicitors
301 N. Charles Street
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE FRAME DWELLING

4-6 Tucker Street
West Annapolis,
Anne Arundel County, Maryalnd

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

TUES., JUNE 15, 1965 AT 3 P.M.

ALL THAT LOT OF GROUND and the improvements thereon situate in Anne Arundel County, Maryland and described as follows:

1. All that lot of ground in the City of Annapolis (formerly West Annapolis, Second Election District) known as and being Lot No. 4 of Block No. 7 as located and described in Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, folio 297. More particularly described in a Deed from Elizabeth Geddings, et al, to William E. Thomas of J. date June 19, 1907, recorded among the Land Records aforesaid in Liber G.W. No. 53, folio 259.

2. All that lot of ground in the City of Annapolis known as Lot No. 2 of Block No. 7 as located in the aforesaid Plat of West Annapolis, saving and excepting therefrom, however, all that portion thereof which was conveyed by Willian E. Thomas, of J and wife by deed dated December 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1355, folio 426. Improved by a 2-story frame dwelling. IN FEE SIMLPE.

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 settlment. 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.

B. CONWAY TAYLOR, JR.
Trustee
ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert St.
Balto., 2, Md.
PLaza 2-4868 Ju-10

11 No.

OFFICE OF

Maryland Gazette

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

LIBER 165 PAGE 540

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 14, 1965

We hereby certify, that the annexed Trustee's Sale No. 16,409 Eq. 4-6 Tucker Street

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 14 PM 1:53

THE CAPITAL-GAZETTE PRESS, INC.
By Hazel Tilghman

LIBER 165 PAGE 541

STATE OF MARYLAND, CITY OF BALTIMORE Set:

I HEREBY CERTIFY, that on this 15th day of JUNE, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City,~~ Baltimore County personally appeared Louis A. Reinhardt for Progress Federal S. & L. Assoc., purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said 4-6 TUCKER STREET West Annapolis, A.A. County, mentioned in the said Report of Sale.

Progress Federal S. & L.
Louis A. Reinhardt, Pres. (SEAL)
Purchaser

Joseph A. Cooper
Notary Public

JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE, MD.

_____
Purchaser

FILED
1965 JUN 18 AM 9:25

12

LIBER 165 PAGE 542

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE
	*	CIRCUIT COURT
vs.	*	OF
JEROME MURPHY and	*	~~BALTIMORE~~
ADA MURPHY, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 16,409 Equity

AUCTIONEER'S AFFIDAVIT

We, the undersigned, do hereby certify that the annexed bill or statement of the fees and sums due us, set forth in detail, are all and singular of the fees and sums due us, and that we have not paid or will not pay, directly or indirectly, any sum or consideration to anyone for employing us or aiding us to be employed to make the sale for which the annexed bill or statement was rendered.

ALEX COOPER AUCTIONEERS, INC.

By: [signature]

SUBSCRIBED and sworn to before me, a Notary Public in and for Baltimore City by [signature] this 16th Day of June, 1965

[signature]
Notary Public

FILED
1965 JUN 18 AM 9:25

13

ASSOCIATION

VS

JEROME MURPHY and

ADA MURPHY, his wife

DUE, WHITEFORD,
TAYLOR & PRESTON
Solicitors
301 N. Charles Street
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE FEE SIMPLE FRAME DWELLING

4-6 Tucker Street
West Annapolis,

Anne Arundel County, Maryalnd

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

TUES., JUNE 15, 1965 AT 3 P.M.

ALL THAT LOT OF GROUND and the improvements thereon situate in Anne Arundel County, Maryland and described as follows:

1. All that lot of ground in the City of Annapolis (formerly West Annapolis, Second Election District) known as and being Lot No. 4 of Block No. 7 as located and described in Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, folio 297. More particularly described in a Deed from Elizabeth Geddings, et al, to William E. Thomas of J. date June 19, 1907, recorded among the Land Records aforesaid in Liber G.W. No. 53, folio 259.

2. All that lot of ground in the City of Annapolis known as Lot No. 2 of Block No. 7 as located in the aforesaid Plat of West Annapolis, saving and excepting therefrom, however, all that portion thereof which was conveyed by Willian E. Thomas, of J and wife by deed dated December 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1355, folio 426. Improved by a 2-story frame dwelling. IN FEE SIMLPE.

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 settlment. 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.

B. CONWAY TAYLOR, JR.
Trustee

ALEX COOPER
AUCTIONEERS, Inc.
212 N. Calvert St.
Balto., 2, Md.
PLaza 2-4868

Ju-10

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity

LIBER 165 PAGE 543

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 15th day of June, 1965, sold the property described in the attached advertisement of sale at and for the sum of $8,500.00 to Progress Fed. S & L Assoc., he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

By Joseph A. Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 15th day of June 1965, purchased the property described in the attached advertisement of sale from B. Conway Taylor, Jr. Trustee at and for the sum of $8,500.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Progress Federal S & L Assoc.
Conway Reinhart Pres.
Purchaser

FILED
1965 JUN 18 AM 9 25

REPORT OF SALE

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION

vs.

JEROME MURPHY and ADA MURPHY, his wife
4-6 Tucker Street
West Annapolis, Maryland

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

LIBER 165 PAGE 544

Case No. 16,409 Equity

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

The Report of Sale of B. Conway Taylor, Jr.,

Trustee appointed by the decree in the above entitled cause, to make sale of

Nos. 4-6 Tucker Street, West Annapolis, Maryland,

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

The Maryland Gazette, a weekly newspaper published in Annapolis, Anne Arundel County, at least once each week for three successive weeks, the first such publication not less than fifteen days prior to sale and the last such publication not more than one week prior to sale, ~~daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale~~ said Trustee, B. Conway Taylor, Jr., did pursuant to said notice on Tuesday, the 15th day of June, 1965, at 3:00 o'clock P. M. attend on the premises and then and there sold said lots and the improvements thereon to Progress Federal Savings and Loan Association (it being the highest bidder therefor) at and for the price of Eight Thousand Five Hundred Dollars ($8,500.00), in fee simple.

B. Conway Taylor, Jr., Trustee

FILED
1965 JUN 18 AM 9:25

State of Maryland, City of Baltimore, Set:

I HEREBY CERTIFY, That on this 17th 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 B. CONWAY TAYLOR, JR.,

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

As witness my hand and Notarial Seal,

Roberta Ray Harden

Roberta Ray Harden, *Notary Public.*

ORDER NISI

LIBER 165 PAGE 545

PROGRESS FEDERAL SAVINGS AND
LOAN ASSOCIATION

versus

JEROME MURPHY AND
ADA MURPHY, HIS WIFE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 16,409 Equity

Ordered, this 18th day of June, 19 65, That the sale of the property in these proceedings mentioned made and reported by B. Conway Taylor, Jr., Trustee

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 $ 8,500.00

Louis N. Phipps Clerk.

True Copy,

Paul F. Due, Atty.

TEST: Clerk.
FOR: MARYLAND GAZETTE June 24th Edition

(Final Order)

PROGRESS FEDERAL SAVINGS AND
LOAN ASSOCIATION

versus

JEROME MURPHY AND
ADA MURPHY, HIS WIFE

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 Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Mackall Childs
JUDGE.

FILED
1965 JUL 27 PM 3:48

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,409 Equity

PROGRESS FEDERAL SAVINGS and LOAN ASSOCIATION
versus
JEROME MURPHY and ADA MURPHY, his wife

Ordered, this 18th day of June 1965, That the sale of the property in these proceedings mentioned made and reported by B. Conway Taylor, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contray 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 $8,500.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:
LOUIS N. PHIPPS, Clerk

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 546

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 20, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,409 Jerome Murphy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of July, 1965. The first insertion being made the 24th day of June, 1965.

FILED
1965 JUL 20 PM 1:27

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

17 No. M. G. 9399

LIBER 165 PAGE 547

In the Case of

PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION,
a body corporate

VS.

JEROME MURPHY and ADA MURPHY, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,409 Equity

To the Honorable, the Judges of said Court:

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

1965 AUG 16 PM 1:59

FILED

All of which is respectfully submitted.

August 16, 1965

John H. Hopkins, IV,

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 1st 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: R. E. Wrigson, deputy

FILED

1965 SEP -1 AM 10:21

18

Dr. PROGRESS FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate
vs.
JEROME MURPHY and ADA MURPHY, his wife,

LIBER 165 PAGE 548

In Acct. with B. CONWAY TAYLOR, JR., Trustee

Cr.

1965, June 15						
Proceeds of Sale	8,500	00	8,500	00		
Refund 1965 County Taxes 6/15/65 to 6/30/65	4	52				
Refund 1964 City taxes 6/15/65 to 6/30/65	3	44	7	96		
					8,507	96
To Trustee for fee, viz:	50	00				
To Trustee for commissions, viz:	285	00	335	00		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	29	00				
Auditor - stating this account	35	00	74	00		
To Trustee for expenses, viz:						
Capital Gazette Press - advertising sale	87	52				
Capital Gazette Press - Order nisi, sale	15	00				
Alex Cooper, Inc. - auctioneer's fee	25	00				
Maryland Casualty Co. - bond premium	40	00				
Water rent - 5/10 to 6/15/65	2	53				
Roberta Ray Harden - notary fees	2	00	172	05		
To:						
Progress Federal Savings and Loan Association, this						
balance on account of claim filed	7,926	91	7,926	91		
					8,507	96

Amount of Mortgage claim filed	9,008	04				
Interest on principal balance of $9,008.04 from						
6/11/65 to 9/1/65 - 82 days @ 6%	121	61				
	9,129	65				
Credit - amount allowed above	7,926	91				
Balance subject to Decree in Personam	1,202	74				

V. CHARLES RINAUDO
ASSIGNEE
2 W. Preston Street

VS.

RAYMOND L. REINDERS and
KATHERINE L. REINDERS, his wife
206 McKeon Road
Severna Park, Maryland

LIBER 165* PAGE 549

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY
IN EQUITY

No. 16,468 Equity

* * * * * * *

Mr. Clerk:

Please docket the above entitled case and file Petitioner's Exhibit, "NUMBER ONE".

V. Charles Rinaudo
V. Charles Rinaudo, Attorney

FILED
1964 JUL 13 AM 9:56

LIBER 165 PAGE 550 DO NOT INDEX IN CHATTEL

BOOK 1604 PAGE 388

CITY-COUNTY FORM—CONVENTIONAL

No. 16,468 Equity

THIS MORTGAGE, Made this 13th day of October, in the year one thousand, nine hundred and sixty-two, between RAYMOND L. REINDERS and KATHERINE L. REINDERS, 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 TWENTY THOUSAND EIGHT HUNDRED ($20,800.00) 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 ONE HUNDRED THIRTY-FOUR AND 03/100ths DOLLARS ($134.03) 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.

85925

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 Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 6, Block C, as shown and designated on a Plat entitled "Section 1-A, Westridge", recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 3. The improvements thereon being known as No. 206 McKeon Road.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, from Appian Construction, Inc. to the within named Mortgagors.

July 10, 1964

For Value Received Loyola Federal Savings and Loan Association hereby assigns the within mortgage unto V. Charles Rinaudo.

AS WITNESS the corporate seal of said body corporate and the signature of its Vice President, James H. Jones.

WITNESS:

Carolyn M. Bindeman

65988

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. Jones

James H. Jones, Vice President

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1964 JUL 13 AM 9:56

2

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

To Have and to Hold the said lot-----of ground and premises unto the said Mortgagee, its successors and assigns, ~~from 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, forever.

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 convenants 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 Richard D. Biggs, 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 $208.00 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 pural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

Regina Graham
Regina Graham

Raymond L. Reinders [SEAL]
Raymond L. Reinders

Katherine L. Reinders [SEAL]
Katherine L. Reinders

[SEAL]

[SEAL]

4

5

ACKNOWLEDGMENT

BOOK 1604 PAGE 391

LIBER 165 PAGE 553

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of October 19 62 before me, the subscriber, a Notary Public, of the State of Maryland in and for Baltimore City personally appeared RAYMOND L. REINDERS and KATHERINE L. REINDERS, his wife

the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared CHARLES J. FLEURY, 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

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Regina Graham 950

Regina Graham

Notary Public.

My commission expires , 19

Rec'd for record Oct. 19, 1962 at 9:35 A.M.

Mailed to State Title Co. Inc.

File in Equity 16,468 2 C

DO NOT INDEX IN CHATTELS

MORTGAGE

FROM 50490

RAYMOND L. REINDERS AND

KATHERINE L. REINDERS, 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, $

STATE TITLE COMPANY INC.

2 W. Preston Street

Baltimore 1, Md.

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1964 JUL 13 PM 12:30 & RECORDED IN LIBER LMP NO. 1604 FOLIO 391 LOUIS N. PHIPPS, CLERK

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 OCT 19 AM 9 35 & RECORDED IN LIBER LMP NO. 1604 FOLIO 388 LOUIS N. PHIPPS, CLERK

V. CHARLES RINAUDO
ASSIGNEE
2 W. Preston Street

LIBER 165 * PAGE 554

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY No. 16,468

VS.

RAYMOND L. REINDERS and
KATHERINE L. REINDERS, his wife
206 McKeon Road
Severna Park, Maryland

* * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Loyola Federal Savings and Loan Association under the mortgage from Raymond L. Reinders and Katherine L. Reinders, his wife, to it dated the 18th day of October, 1962, and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1604 Folio 388

Original Amount of Loan dated 10/18/62	$20,800.00	
Paid on Account of Principal	729.13	
Balance Due		$20,070.87
Property Expense Balance, Credit		138.46
		19,932.41
Interest from May 1, 1964 through July 31, 1964		303.54
		$20,235.95

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

FILED
1964 JUL 13 AM 9:56

6

LIBER 165 PAGE 555

V. CHARLES RINAUDO ASSIGNEE 2 W. Preston Street	*	IN THE
	*	CIRCUIT COURT OF
VS.	*	ANNE ARUNDEL COUNTY
RAYMOND L. REINDERS and KATHERINE L. REINDERS, his wife	*	IN EQUITY
206 McKeon Road Severna Park, Maryland	*	No. 16,468 Equity
	*	

* * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10th day of July, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James H. Jones, Vice President of Loyola Federal Savings and Loan Association, and made oath in due form of law that he knows the defendant herein and that to the best of his information, knowledge and belief:

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

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

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

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

James H. Jones
James H. Jones, Affiant

Carolyn M. Bindeman
Carolyn M. Bindeman, Notary Public

FILED
1964 JUL 13 AM 9:56

7

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

BOOK 12 PAGE 450

No. 16,468 Equity

LIBER 465 PAGE 556

V. Charles Rinaudo

versus

Raymond L. Reinders and
Katherine L. Reinders, His Wife.

ASSIGNEE
BOND OF ~~TRUSTEE~~ TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, V. Charles Rinaudo
2 W. Preston Street
Baltimore, Maryland

as Principal and, THE FIDELITY AND CASUALTY COMPANY OF NEW YORK **, a corporation of the State of** New York **as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of** Twenty Thousand Five Hundred and 00/100---------- **Dollars ($** 20,500.00 **) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

SEALED WITH OUR SEALS and dated this 10th **day of** July **in the year of our Lord one thousand, nine hundred and** Sixty-Four

WHEREAS THE ABOVE BOUNDEN V. Charles Rinaudo

by virtue of a decree of the Honorable the Judge of the Circuit Court Assignee **of** Anne Arundel County **has been appointed** ~~trustee~~ **to sell** Property located at 206 McKeon Road, Severna Park, Md. **mentioned in the proceedings in the case of**

V. Charles Rinaudo

versus

Raymond L. Reinders and Katherine L. Reiners, His Wife

now pending in said Court.

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

V. Charles Rinaudo

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

Martha M. Bindeman

V. Charles Rinaudo **(SEAL)**
V. Charles Rinaudo

(SEAL)
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
(SEAL)

Martha Cunningham
Martha Cunningham

By David L. Pendergast
David L. Pendergast, Attorney

FILED
1964 JUL 13 AM 9:56

Bond approved this 13th day of July, 1964
Louis N. Phipps, Clerk

V. CHARLES RINAUDO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Assignee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

KNOWN AS
206 MCKEON ROAD

SEVERNA PARK, MARYLAND situate in the Third Election District of Anne Arundel County, Maryland.

By virtue of the power and authority contained in a mortgage from Raymond L. Reinders and Katherine L. Reinders, his wife, dated October 18, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1604 Folio 388, the undersigned Assignee of said mortgage (default having occurred thereunder), will sell at public auction on the premises on

Thurs., Sept. 3, 1964
at 1:00 O'Clock P.M.

the following property:

Being known and designated as Lot No. 6, Bock C, as shown and designated on a Plat entitled "Section 1-A, Westridge," recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 3. The improvements thereon being known as No. 206 McKeon Road.

The property is improved by a one and a half story, detached, brick and frame split level home with eight rooms, asphalt shingle roof, carport and having forced, hot-air gas heating system.

9 No. TERMS OF SALE: A deposit of $500.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. All expenses including taxes, ground rents, special paving tax and Anne Arundel County Sanitary Charge, if any, to be adjusted to day of sale. The costs for state and federal revenue stamps to be borne entirely by purchaser or purchasers.

For further particulars, apply to

V. CHARLES RINAUDO,
Assignee
2 W. Preston Street
Baltimore 1, Maryland

E. T. NEWELL And COMPANY
Auctioneer

A-27

OFFICE F 16,468

LIBER 165 PAGE 557

Maryland Gazette

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1964

We hereby certify, that the annexed

Assignee's Sale
Raymond L. Reinders
"206 Mc Keon Road"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of September, 1964. The first insertion being made the 6th day of August, 1964.

FILED
1964 AUG 27 PM 2:37

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

V. CHARLES RINAUDO
Assignee

vs.

RAYMOND L. REINDERS and
KATHERINE L. REINDERS, his wife
206 McKeon Road
Severna Park, Maryland

LIBER 165 PAGE 558

IN THE

CIRCUIT COURT OF

ANNE ARUNDEL COUNTY

IN EQUITY

#16,468.

: : : : : : : : : :

REPORT OF SALE

The report of V. Charles Rinaudo, Assignee of a mortgage made by Raymond L. Reinders and Kathereine L. Reinders, his wife, to Loyola Federal Savings and Loan Association and duly assigned to V. Charles Rinaudo, Assignee, respectfully represents:

THAT acting under the power and authority conferred upon him in the said mortgage, which is duly recorded among the Land Records of Anne Arundel County in Liber LNP 1604 folio 388, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Thursday, September 3, 1964 at 1 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

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

Being known and designated as Lot No. 6, Block C, as shown and designated on a Plat entitled "Section 1-A, Westridge", recorded among the Plat Records of Anne Arundel County in Plat Book No. 31, folio 3. The improvements thereon being known as No. 206 McKeon Road.

FILED
1964 SEP -4 AM 11:09

10

~~Ground Rent of $ Per Annum~~

~~Payable on the days of~~

Fee Simple property

AND your Assignee sold the above described property unto

Loyola Federal Savings and Loan Association

for the sum of $20,700.00, it being at that price the highest bidder therefore, the tersm being cash upon ratification of sale by the Court.

Respectfully submitted,

V. Charles Rinaudo, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 3rd day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared V. Charles Rinaudo, the Assignee mentioned in the aforegoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

CAROLYN M. BINDEMAN NOTARY PUBLIC BALTIMORE, MARYLAND

Carolyn M. Bindeman, Notary Public

11

ORDER NISI

LIBER 165 PAGE 560

V. CHARLES RINAUDO, Assignee

versus

RAYMOND L. REINDERS and

KATHERINE L. REINDERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,468 Equity

Ordered, this 4th day of September, 19 64, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of October next.

The report states that the amount of sale was $ 20,700.00.

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

V. Charles Rinaudo, Atty

For the Maryland Gazette (Sept. 10th Edition)

(Final Order)

V. CHARLES RINAUDO, Assignee

versus

RAYMOND L. REINDERS and

KATHERINE L. REINDERS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of October, 19 64 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

W Bruce Duckett

JUDGE.

FILED

1964 OCT 14 AM 11:46

12

LIBER 165 PAGE 561 No. 16,468 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 3rd day of September, 19 64, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert J. Schultze, for Loyola Federal Savings and Loan Association, purchaser at the foreclosure sale in this cause, and made oath in due form of law (that he is the agent for the purchaser, Loyola Federal Savings and Loan Association,) and that he has not directly or indirectly discouraged anyone from bidding for the said property mentioned in the said Report of Sale.

Loyola Federal S&L Assoc. (SEAL)
Purchaser

Notary Public

FILED
1964 SEP -8 AM 11: 13

13

Order Nisi

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 16,468 Equity
V. CHARLES RINAUDO, Assignee

versus

RAYMOND L. REINDERS and KATHERINE L. REINDERS, his wife

Ordered, this 4th day of September, 1964, That the sale of the property in these proceedings mentioned made and reported by V. Charles Rinaudo, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of October next.

The report states that the amount of sale was $20,700.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 562

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1964

We hereby certify, that the annexed

Order Nisi Sale
Eq. 16,468
Raymond L. Reinders

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of October, 1964. The first insertion being made the 10th day of September, 1964.

FILED
1964 OCT -6 PM 4:03

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 9360

By H. Tilghman

LIBER 165 PAGE 563

In the Case of

V. CHARLES RINAUDO, ASSIGNEE

VS.

RAYMOND L. REINDERS AND
KATHERINE L. REINDERS, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,468 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.

1964 OCT 20 AM 11:09
FILED

All of which is respectfully submitted.

Arthur A. Anderson Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of November 1964, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps
Clerk,
Per: Robert E. Wagner, Deputy

Filed
1964 Nov. 5
'5

Dr. Mortgaged Real Estate of Raymond L. Reinders and Katherine L. Reinders, his wife

In Acct. with V. Charles Rinaudo, Assignee

						Cr.	
By	Amount of Sale, as per Report of Sale filed			20,700	00		
By	Interest 6% on deferred payment $20,500.00 from 9/3/64 to 10/15/64			143	49		
						20,843	49
To	Assignee for fee, in lieu of commission, viz	100	00				
				100	00		
To	Assignee, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Clerk, recording assignment	1	00				
	Auditor, this account	25	00				
				64	00		
To	Assignee, for expenses, viz						
	Capital-Gazette Press Inc.						
	Advertising & Nisi - Sale	88	52				
	Sunpapers, Advertising - Sale	33	90				
	Fidelity & Casualty Co. - bond	82	00				
	E. T. Newell & Co. Inc. auctioneers fee	35	00				
	Registered Mail		60				
	Title Guarantee Co. - judgment report	4	00				
	Notary fees	2	00				
				246	02		
To	Loyola Federal Savings & Loan Association, Mortgagee, on account of Mortgage claim	20,433	47				
				20,433	47		
						20,843	49
	Balance due on Mortgage, as per claim filed	20,235	95				
	Interest, 6% on principal balance $19,932.41 from 8/1/64 to 11/4/64	302	26				
		20,538	21				
	Credit amount allowed above	20,433	47				
	This amount subject to decree in personam	104	74				

PETITION FOR FORECLOSURE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
VS. PLAINTIFF

HOWARD S. KUHN, JR. and

RUTH L. KUHN, his wife,
DEFENDANTS

LIBER 165 PAGE 565

IN THE

CIRCUIT COURT

FOR
~~OF~~

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

No. 16,102 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 24th day of May A. D. 1963 the defendants executed and delivered to said Plaintiff

a mortgage upon certain fee simple property in Anne Arundel County ~~the City of Baltimore~~ therein described, to secure the payment of the mortgage debt of $ 175,000.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

That default has occured in the conditions and covenants of said Mortgage.

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

And as in duty, &c.

Karl M. Leary
Leary & Ritter
Attorney for Plaintiff
1507 Fidelity Building
Baltimore, Maryland 21201

FILED
1964 JAN 21 AM 9:01

61-148

D. R. City/County

BOOK 1659 PAGE 174

LIBER 165 PAGE 566

No. 16,102 Equity

This Mortgage,

Made this 24th day of May in the year one thousand, nine hundred and sixty-three between HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, of Anne Arundel County, State of Maryland, and BROOKWOOD FARMS, INC., a body corporate of the State of Maryland, MORTGAGORS, and CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, being members of the said body corporate, have received therefrom an advance of one hundred seventy-five thousand dollars ($175,000.00) on one thousand six hundred eighty-three shares of its stock, used as part of the purchase money for the property hereinafter described.

112310

Whereas, the said MORTGAGORS being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGORS do hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6%) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including principal and interest) of one thousand four hundred seventy-six dollars and seventy-five cents ($1,476.75) commencing on the 1st day of July, 1963 and continuing on the 1st day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagors, under the Acts of Incorporation and/or Constitution and By Laws of said body corporate, are fully paid.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00 — STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00 — STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00 — STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00 — STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00 — STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00

385.00

Whereas, it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, do grant unto said body corporate, its successors and assigns, all those two (2) lots of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the first thereof on the Southwest side of Mountain Road one hundred feet wide at the distance of five hundred seventy-three and eighty-eight one-hundredths feet Northwesterly from a point where the south thirty-six degrees fifty-two minutes East two thousand three hundred thirty-nine and forty one-hundredths foot line of the land described in a deed from R. Tilghman Brice, 3rd and Joseph

1964 JAN 21 AM 9:01

Harlan, Tr. to Louis Edgar Pumphrey, Sr. dated March 14, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 238 intersects the southwest side of Mountain Road, thence Northwesterly binding on the Southwest side of Mountain Road by a line curving Northwesterly with a radius of one thousand nine hundred thirty-nine and eighty-six one-hundredths feet for a distance of four hundred feet the chord of said arc bears North sixty-five degrees fifty-three minutes West three hundred ninety-nine and thirty-three one-hundredths feet, thence South twenty-nine degrees fifty-seven minutes West still binding on Mountain Road eighty-four and eighty-two one-hundredths feet to the Northeast side of Governor Ritchie Highway one hundred fifty feet wide, thence South thirty-five degrees one minute East binding on said Highway four hundred feet, thence leaving said Highway and running north fifty-five degrees no minutes East one hundred fifty-seven and thirty-nine one-hundredths feet, thence North eighteen degrees twelve minutes East one hundred fifty-five and forty-four one-hundredths feet to the place of beginning.

BEING the same lot of ground described in a deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 427 from Louis E. Pumphrey and wife to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

BEGINNING for the second thereof Being Lots 1, 2, and 14 as designated and shown on Plat of "Marley" Plat No. 1 dated July 14, 1954 by E. V. Coonan and Co. Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 18.

BEING the same property which by Deed dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1278, folio 412 was granted and conveyed by William J. McWilliams, et al to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagors, prior to the payment in full of these presents not exceeding in the aggregate the sum of fifteen hundred dollars as provided by the Acts of 1955 Annotated Code of Maryland.

THIS loan may be prepaid in whole or in part, and when the amount prepaid in any one year, equals or exceeds twenty per cent (20%) of the original principal amount of the loan, ninety (90) days interest on the amount prepaid will be charged for the acceptance of such prepayment.

IN order to cover the extra expense of handling delinquent payments, the mortgagors agree to pay a "late charge", not to exceed two per cent (2%) of the total monthly payment (principal, interest and expense) whenever such monthly payment is more than ten (10) days past due; such charge, however, may be waived at the option of the mortgagee.

Brookwood Farms, Inc., as tenant of the property hereinabove described, joins in this mortgage for the sole purpose of subordinating to the lien of this mortgage, any rights that it may have under any lease, tenancy or other occupancy of said property, so that in the event of any foreclosure sale of the herein described property under terms and provisions of this mortgage the herein described property will be sold free and clear of any and all rights of possession or occupancy whatsoever of said Brookwood Farms, Inc.

Together, with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR Shereby assign to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGORS, and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGORS.

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

If However the said MORTGAGOR S shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor S, hereby covenant and agree with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, a monthly sum equal to 1/12 of the aggregate of the ground rent (if any), water rent, taxes, public charges and assessments and insurance premiums chargeable or assessed against said property upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGOR S further agree that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that they, their heirs, personal representatives or assigns will on demand pay such deficiency; said MORTGAGOR S further agree to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor S also covenant and agree :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if the MORTGAGOR S shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that the MORTGAGOR S specially warrant the property herein mortgaged and the MORTGAGOR S will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGOR S or their assigns may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said MORTGAGOR S hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said MORTGAGOR S hereby also authorize and direct the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, its duly authorized Attorney or Agent, after any default in any of the payments covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or ~~addition thereto~~ *addition thereto, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto; and it is agreed that upon the institution of foreclosure proceedings, after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the MORTGAGEE before sale, the said MORTGAGOR S shall, in addition to such other sum or sums with which they shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the attorney or solicitor instituting such proceedings; and the said MORTGAGOR S, for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale, after fifteen (15) days prior written notice to the MORTGAGOR S, of intention to advertise whether under the assent to a decree or under the power of sale, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court (in Equity) for the County or City in which said foreclosure proceedings are instituted, which said expenses, costs and commission the said MORTGAGOR S for themselves, their heirs, personal representatives and assigns do hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or KARL M. LEVY, their said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission, and it is further agreed that upon any sale of said property under this mortgage, ~~whether under~~ the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of seventy-five Dollars for conducting the proceedings, if without contest, but if legal service be rendered to the MORTGAGEE or its assigns, or to the trustee or party selling under the power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the MORTGAGEE, its successors or assigns, hereunder, whether the same shall have then matured or not; and third, the balance, if any, to the said MORTGAGOR S, their heirs, personal representatives or assigns.

4

3.

BOOK 1659 PAGE 177 LIBER 165 PAGE 569

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders; whenever there shall be two or more MORTGAGORS hereunder all obligations of said MORTGAGORS shall be joint and several.

Witness the hands and seals of said MORTGAGORS and the corporate seal of said body corporate and the signature of HOWARD S. KUHN, JR. its president.

TEST: as to all

Howard S. Kuhn, Jr. (SEAL)

(SEAL)

Ruth L. Kuhn (SEAL)

(SEAL)

WILLIAM M. LEVY

Ruth L. Kuhn,

BROOKWOOD FARMS, INC.

David L. Kuhn

BY: Howard S. Kuhn, Jr.

Howard S. Kuhn, Jr. President

State of Maryland, Baltimore City, ss

I Hereby Certify, that on this 24th day of May one thousand, nine hundred and sixty-three, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, and also President of BROOKWOOD FARMS, INC.,

the MORTGAGORS named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act, and the act of said body corporate.

At the same time also appeared W. RAMSAY COULSON, President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As Witness my hand and Notarial Seal.

WILLIAM M. LEVY NOTARY PUBLIC BALTIMORE COUNTY

WILLIAM M. LEVY Notary Public.

Rec'd for record May 27, 1963 at 11:40 A.M.

Mailed to Levy & Ditto

Mortgage

FROM

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife and BROOKWOOD FARMS, INC.

TO

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

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 by Clerk.

Cost of record $10.00

LEVY AND DITTO
ATTORNEYS AT LAW
1219 FIDELITY BUILDING
BALTIMORE, MD.

1000—1-62—J. D. L.

Stamps - $1355.00

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate
PLAINTIFF

VS.

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife,
DEFENDANTS

PETITIONERS' EXHIBIT NO. 1

Mr. Clerk:

Please file, etc.

Levy & Ditto

LIBER 165 PAGE 570

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

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
PLAINTIFF

vs.

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife,
DEFENDANTS

IN THE

CIRCUIT COURT

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

No. 16,102 Equity

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

Case No. .....

Filed .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared ROBERT S. CLARK, Treasurer of Century Savings and Loan Association of Baltimore City, Inc. and made oath in due form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

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

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

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

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

Robert S. Clark
Affiant.

Subscribed and sworn to before me
this 20th day of January 1964.

Walter A. Stevens
Notary Public

My Commission Expires May 3, 1965

WALTER A. STEVENS NOTARY PUBLIC

FILED
1964 JAN 21 AM 9:01

6

STATEMENT OF MORTGAGE CLAIM

LIBER 165 PAGE 571

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
PLAINTIFF

vs.

HOWARD S. KUHN, JR. and

RUTH L. KUHN, his wife
DEFENDANTS

IN THE

CIRCUIT COURT

FOR

~~XXX~~

~~XXXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
(IN EQUITY)

No. 16,102 Equity

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$175,000.00
Interest to February 1, 1964	3,451.76
Three months late charge	121.38
	178,573.14
Credit in Expense Account	2,691.38
	175,881.76
Amount paid on principal of loan	2,424.83
Balance due	$173,456.93

Robert S. Clark
Treasurer - Century Savings and Loan Association of Baltimore City, Inc.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 20th day of January in the year nineteen hundred and sixty-four, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared ROBERT S. CLARK, Treasurer of the CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Walter C. Stevens
Notary Public.

My Commission Expires May 3, 1965

1964 JAN 21 PM 9:01

LIBER 165 PAGE 572

DECREE FOR SALE OF MORTGAGE PREMISES

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
PLAINTIFF

vs.

HOWARD S. KUHN, JR. and

RUTH L. KUHN, his wife
DEFENDANTS

IN THE

CIRCUIT COURT

FOR
~~XXX~~

~~XXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
(IN EQUITY)

No. 16,102 Equity

TERM, 19

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

It, is, Thereupon, This 21st day of January, in the year nineteen hundred and sixty four, by the Circuit Court for Anne Arundel County ~~of Baltimore City~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that WILLIAM M. LEVY,

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of his proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of ONE HUNDRED SEVENTY-TWO THOUSAND Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in h 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 Anne Arundel County ~~Baltimore City~~ as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $15,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O. Bowen Duckett
Judge

FILED
1964 JAN 21 AM 9:30

8

AMENDED
STATEMENT OF MORTGAGE CLAIM

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate, Plaintiff *vs.* HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, Defendants	IN THE **CIRCUIT COURT** FOR ~~XX~~ OF ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ (IN EQUITY) Equity Docket 21, Folio 362 #16102

LIBER 165 PAGE 573

AMENDED STATEMENT OF MORTGAGE DEBT

Amount of Mortgage loan	$175,000.00
Interest to April 9th, 1965	3,353.31
5 months late charge	202.30
	$178,555.61
Credit in expense account	4,967.90
	$173,587.71
Amount paid on principal of loan	48,470.60
	$125,117.11

125 117 11
3 353.31
121 763 80
202.30
561.60

Robert S. Clark
Treasurer, Century Savings and Loan Association of Baltimore City, Inc.

FILED
1965 APR -2 AM 9:47

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 31st day of March in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Robert S. Clark, Treasurer, Century Savings and Loan Association of Baltimore City, Inc., the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

Walter A. Stevens
My Commission Expires May 3, 1965 *Notary Public.*

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Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 BOOK 13 PAGE 122

BOND NO. 56 86 629 No. 16,102 Equity

LIBER 165 PAGE 574

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1507 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred Seventy Two Thousand and 00/100-($172,000.) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of April in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden William M. Levy 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 Century Savings & Loan Association of Baltimore city, Inc.

vs:

Howard S. Kuhn, Jr., & Ruth L. Kuhn, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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:

✓ Bettie L. Breeden

William M. Levy (SEAL)

(SEAL)

As to Surety:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney *As to Surety*

By J. Russell Samson
John W. Harrison, Jr. *Attorney-in-Fact*

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

FILED
1965 APR -2 AM 9:47

Bond approved this 2nd day of April, 1965

Louis N. Phippen, Clerk

LIBER 165 PAGE 575

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
Plaintiff

VS

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife, DEFENDANTS

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)
Docket 21, folio 362; #16102

LEVY and DITTO, SOLICITORS
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND, 21201

TRUSTEE'S SALE
OF
EXTREMELY VALUABLE FEE SIMPLE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF GOVERNOR RITCHIE HIGHWAY AND MOUNTAIN ROAD,
Anne Arundel County, Md.

Presently Improved By One-Story Masonry Restaurant Building With Cinder Block Back Building Known As Brookwood Farms

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket 21, folio 362; No. 16102) the undersigned Trustee will sell at public auction, on the premises, on

FRIDAY, APRIL 9th, 1965
AT 3 O'CLOCK P.M.

All those two (2) lots of ground situate in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the first thereof on the Southwest side of Mountain Road one hundred feet wide at the distance of five hundred seventy-three and eighty-eight one-hundredths feet Northwesterly from a point where the south thirty-six degrees fifty-two minutes East two thousand three hundred thirty-nine and forty one-hundredths foot line of the land described in a deed from R. Tilghman Brice, 3rd and Joseph Harlan, Tr. to Louis Edgar Pumphrey, Sr. dated March 14, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 238 intersects the southwest side of Mountain Road, thence Northwesterly binding on the Southwest side of Mountain Road by a line curving Northwesterly with a radius of one thousand nine hundred thirty-nine and eighty-six one-hundredths feet for a distance of four hundred feet the chord of said arc bears North sixty-five degrees fifty-three minutes West three hundred ninety-nine and thirty-three one-hundredths feet, thence South twenty-nine degrees fifty-seven minutes West still binding on Mountain Road eighty-four and eighty-two one-hundredths feet to the Northeast side of Governor Ritchie Highway one hundred fifty feet wide, thence South thirty-five degrees one minute East binding on said Highway four hundred feet, thence leaving said Highway and running north fifty-five degrees no minutes East one hundred fifty-seven and thirty-nine one-hundredths feet, thence North eighteen degrees twelve minutes East one hundred fifty-five and forty-four one-hundredths feet to the place of beginning.

BEING the same lot of ground described in a deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 427 from Louis E. Pumphrey and wife to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

BEGINNING for the second thereof Being Lots 1, 2 and 14 as designated and shown on Plat of "Marley" Plat No. 1 dated July 14, 1954 by E. V. Coonan and Co. Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 18.

BEING the same property which by deed dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1278, folio 412 was granted and conveyed by William J. McWilliams, et al to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

SAVING AND EXCEPTING from the above described land all that portion thereof which was acquired by the State Roads Commission of Maryland for the construction of Maryland Route 177 Extended—Maryland Route 2 to Maryland Route 3 in Anne Arundel County, as fully set forth in the condemnation proceedings in the Circuit Court for Anne Arundel County—A-10207, entitled State Roads Commission of Maryland, Acting for and on behalf of the State of Maryland vs. Howard S. Kuhn and wife, et al.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 9th day of April 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 185,100 to Leon A. Crane he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 9th day of April 1965, purchased the property described in the attached advertisement of sale from William M. Levy, Trustee at and for the sum of $ 185,100 and I hereby agree to comply with the terms of sale as set forth in the attached advertisment of sale.

Leon A. Crane
Purchaser

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Subject to the legal operation and effect of an unrecorded Agreement (Lease) dated March 20, 1963 between Howard S. Kuhn, Jr. and wife and David M. Nichols Company for the rental of a space 70 feet by 25 feet on the land hereinbefore described on which a trailer is located, terminating on February 28, 1967 and with the right of renewal as therein set forth.

SUBJECT ALSO to the legal operation and effect of the following:

A. Three (3) Agreements between Louis E. Pumphrey et al and Consolidated Gas, Electric Light and Power Company of Baltimore (1) dated May 31, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 181, folio 174; (2) dated February 1, 1944 and recorded as aforesaid in Liber J.H.H. No. 308, folio 215; and (3) dated June 2, 1952 and recorded as aforesaid in Liber J.H.H. No. 692, folio 130, as to poles, wires, etc.

B. Two (2) Agreements between Howard S. Kuhn, Jr. and wife and Consolidated Gas, Electric Light and Power Company of Baltimore and/or Baltimore Gas and Electric Company (1) dated August 5, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 779, folio 262 and (2) dated August 11, 1962 and recorded as aforesaid in Liber L.N.P. No. 1608, folio 88.

C. Covenants, conditions and restrictions set forth in a Deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450, folio 427 from Louis E. Pumphrey and wife to Howard S. Kuhn, Jr. and wife.

D. Covenants, conditions and restrictions as set forth in an unrecorded Agreement or Contract of Sale dated October 25, 1954 by and between Louis E. Pumphrey and wife and Howard S. Kuhn, III et al.

TERMS OF SALE: Cash. A deposit of $15,000.00 at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on the unpaid purchase money from date of sale to date of settlement.

Taxes, water rent, rent, sanitary district charges and all other public charges on an annual basis, including special paving charges, if any, to be adjusted to the date of sale. Cost of all documentary stamps, including State and County transfer tax, if any, to be borne by the purchaser.

William M. Levy, Trustee.

Alex Cooper, Auctioneers, Inc.
212 N. Charles St., Baltimore 2, Md.—PLaza 2-4868
A-8

FILED
1965 APR 13 AM 10 27

STATE OF MARYLAND, CITY OF BALTIMORE Sct: LIBER 165 PAGE 577

I HEREBY CERTIFY, that on this 9th day of APRIL, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, Baltimore County, personally appeared LEON A. CRANE, purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said S.E. Corner Ritchie Hgwy & Mountain Road mentioned in the said Report of Sale.

Leon A. Crane
Purchaser

Joseph A. Cooper
Notary Public

(SEAL) JOSEPH A. COOPER NOTARY PUBLIC BALTIMORE CITY, MD.

Purchaser

FILED
1965 APR 13 AM 10: 28

11A

REPORT OF SALE

LIBER 165 PAGE 578

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
vs. Plaintiff

HOWARD S. KUHN, JR. and
RUTH L. KUHN, his wife
Defendants

IN THE

CIRCUIT COURT

FOR
ANNE ARUNDEL COUNTY
(In Equity)

Equity Docket No. 21, folio 362
16102

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

The Report of Sale of WILLIAM M. LEVY

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee simple property

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

The Maryland Gazette, The Daily Record and The Sunpapers

weekly and daily newspapers published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Friday the 9th day of April 1965 at 3:00 o'clock P. M. attend on the premises and then and there sold the fee simple property situate at the Southeast corner of Mountain Road and Governor Ritchie Highway, Third Election District of Anne Arundel County, which property is more fully described in a copy of the advertisement in The Daily Record attached hereto unto LEON A. CRANE at and for the sum of ONE HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED DOLLARS (cash upon ratification of sale) LEON A. CRANE was then and there the highest bidder therefore.

FILED
1965 APR 13 AM 10 27

Respectfully submitted,

William M. Levy

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 9th day of April 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared WILLIAM M. LEVY

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,

Bettie L. Breeden
Notary Public.

LIBER 165 PAGE 579

LEVY & DITTO, Solicitors,
1507 Fidelity Building,
Baltimore, Maryland 21201.

TRUSTEE'S SALE
OF
EXTREMELY VALUABLE
FEE-SIMPLE PROPERTY
LOCATED AT THE SOUTHEAST CORNER OF GOVERNOR RITCHIE HIGHWAY AND MOUNTAIN ROAD
Anne Arundel County, Md.
PRESENTLY IMPROVED BY
ONE-STORY MASONRY RESTAURANT BUILDING WITH CINDER BLOCK BACK BUILDING
Known As
BROOKWOOD FARMS

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket 21, folio 362; #16102), the undersigned, Trustee, will sell at public auction, on the premises, on

FRIDAY, APRIL 9, 1965,
AT 3 O'CLOCK P. M.

ALL THOSE TWO (2) LOTS OF GROUND SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, and described as follows:

BEGINNING for the first thereof on the Southwest side of Mountain Road one hundred feet wide at the distance of five hundred seventy-three and eighty-eight one-hundredths feet Northwesterly from a point where the South thirty-six degrees fifty-two minutes East two thousand three hundred thirty-nine and forty one-hundredths foot line of the land described in a deed from R. Tilghman Brice III, and Joseph Harlan, Tr. to Louis Edgar Pumphrey, Sr., dated March 14, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 238 intersects the Southwest side of Mountain Road, thence Northwesterly binding on the Southwest side of Mountain Road by a line curving Northwesterly with a radius of one thousand nine hundred thirty-nine and eighty-six one-hundredths feet for a distance of four hundred feet the chord of said arc bears North sixty-five degrees fifty-three minutes West three hundred ninety-nine and thirty-three one-hundredths feet, thence South twenty-nine degrees fifty-seven minutes West still binding on Mountain Road eighty-four and eighty-two one-hundredths feet to the Northenst side of Governor Ritchie Highway one hundred fifty feet wide, thence South thirty-five degrees one minute East binding on said Highway four hundred feet, thence leaving said Highway and running north fifty-five degrees no minutes East one hundred fifty-seven and thirty-nine one-hundredths feet, thence North eighteen degrees twelve minutes East one hundred fifty-five and forty-four one-hundredths feet to the place of beginning.

BEING the same lot of ground described in a deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 427 from Louis E. Pumphrey and wife to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

BEGINNING for the second thereof being Lots 1, 2 and 14 as designated and shown on Plat of "Marley" Plat No. 1 dated July 14, 1954 by E. V. Coonan and Co., Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 18.

BEING the same property which by deed dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1278, folio 412 was granted and conveyed by William J. McWilliams et al. to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

SAVING AND EXCEPTING from the above described land all that portion thereof which was acquired by the State Roads Commission of Maryland for the construction of Maryland Route 177 Extended—Maryland Route 2 to Maryland Route 3 in Anne Arundel County, as fully set forth in the condemnation proceedings in the Circuit Court for Anne Arundel County—A-16207, entitled State Roads Commission of Maryland, acting for and on behalf of the State of Maryland vs. Howard S. Kuhn and wife et al.

Subject to the legal operation and effect of an unrecorded Agreement (Lease) dated March 20, 1963 between Howard S. Kuhn, Jr. and wife and David M. Nichols Company for the rental of a space 70 feet by 25 feet on the land hereinbefore described on which a trailer is located, terminating on February 28, 1967 and with the right of renewal as therein set forth.

SUBJECT ALSO to the legal operation and effect of the following:

A. Three (3) Agreements between Louis E. Pumphrey et al. and Consolidated Gas, Electric Light and Power Company of Baltimore (1) dated May 31, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 181, folio 174; (2) dated February 1, 1944 and recorded as aforesaid in Liber J.H.H. No. 308, folio 215; and (3) dated June 2, 1952 and recorded as aforesaid in Liber J.H.H. No. 692, folio 130, as to poles, wires, etc.

B. Two (2) Agreements between Howard S. Kuhn, Jr. and wife and Consolidated Gas, Electric Light and Power Company of Baltimore and/or Baltimore Gas and Electric Company (1) dated August 5, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 779, folio 262 and (2) dated August 11, 1962 and recorded as aforesaid in Liber L.N.P. No. 1608, folio 88.

C. Covenants, conditions and restrictions set forth in a Deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450, folio 427 from Louis E. Pumphrey and wife to Howard S. Kuhn, Jr. and wife.

D. Covenants, conditions and restrictions as set forth in an unrecorded Agreement or Contract of Sale dated October 25, 1954 by and between Louis E. Pumphrey and wife and Howard S. Kuhn III et al.

TERMS OF SALE: Cash. A deposit of $15,000.00 at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be paid on the unpaid purchase money from date of sale to date of settlement.

Taxes, water rent, rent, sanitary district charges and all other public charges on an annual basis, including special paving charges, if any, to be adjusted to the date of sale. Cost of all documentary stamps, including State and County transfer tax, if any, to be borne by the purchaser.

WILLIAM M. LEVY,
Trustee.

alex cooper
AUCTIONEERS, INC. PL. 2-4868
Member of Auct. Assn. of Md., Inc.
212 N. CALVERT STREET
Baltimore, Maryland 21202
PLaza 2-4868
mh19,26,ap2,9

ORDER NISI

LIBER 165 PAGE 580

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

versus

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,102 Equity

Ordered, this 13th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee

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

The report states that the amount of sale was $185,100.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

For the Maryland Gazette, (Apr. 15 Edition)

William M. Levy, Atty.
(Final Order)

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

versus

HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of May, 1965, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1965 MAY 20 PM 2:08

13

ADDITIONAL BOND NO. 56 86 629

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

BOOK 13 PAGE 133 No. 16,102 Equity

LIBER 165 PAGE 581

KNOW ALL MEN BY THESE PRESENTS:

That we, William M. Levy, 1507 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand and 00/100----------($14,000.)-- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of April in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden William M. Levy 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 Century Savings & Loan Association of Baltimore City, Inc.

vs.

Howard S. Kuhn, Jr., & Ruth L. Kuhn, h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William M. Levy

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:

Bettie L. Breeden

William M. Levy (SEAL)

(SEAL)

~~XXXXXXXX~~
As to Surety:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Dawn Whitney
Dawn Whitney *As to Surety*

By
Clinton A. Killam, Jr. *Attorney-in-Fact*

additional

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

Bond approved this 14 day of April, 1965

Louis N. Phipps, Clerk

FILED
1965 APR 14 AM 9:53

16107

LIBER 165 PAGE 582

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Trustee's Sale

Brookwood Farms

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of April, 1965. The first insertion being made the 18th day of March, 1965.

FILED 1965 APR 14 AM 9:59

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 165 PAGE 583

LEVY and DITTO, SOLICITORS,
1507 FIDELITY BUILDING
BALTIMORE, MARYLAND 21201

TRUSTEE'S SALE

OF

EXTREMELY VALUABLE FEE SIMPLE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF GOVERNOR RITCHIE HIGHWAY AND MOUNTAIN ROAD, Anne Arundel County, Md.

Presently Improved By One-Story Masonry Restaurant Building With Cinder Block Back Building Known As Brookwood Farms

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket 21, folio 362; No. 16102) the undersigned Trustee will sell at public auction, on the premises, on

FRIDAY, APRIL 9th, 1965 AT 3 O'CLOCK P.M.

All those two (2) lots of ground situate in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the first thereof on the Southwest side of Mountain Road one hundred feet wide at the distance of five hundred seventy-three and eighty-eight one-hundredths feet Northwesterly from a point where the south thirty-six degrees fifty-two minutes East two thousand three hundred thirty-nine and forty one-hundredths foot line of the land described in a deed from R. Tilghman Brice, 3rd and Joseph Harlan, Tr. to Louis Edgar Pumphrey, Sr. dated March 14, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 213, folio 238 intersects the southwest side of Mountain Road, thence Northwesterly binding on the Southwest side of Mountain Road by a line curving Northwesterly with a radius of one thousand nine hundred thirty-nine and eighty-six one-hundredths feet for a distance of four hundred feet the chord of said arc bears North sixty-five degrees fifty-three minutes West three hundred ninety-nine and thirty-three one-hundredths feet, thence South twenty-nine degrees fifty-seven minutes West still binding on Mountain Road eighty-four and eighty-two one-hundredths feet to the Northeast side of Governor Ritchie Highway one hundred fifty feet wide, thence South thirty-five degrees one minute East binding on said Highway four hundred feet, thence leaving said Highway and running north fifty-five degrees no minutes East one hundred fifty-seven and thirty-nine one-hundredths feet, thence North eighteen degrees twelve minutes East one hundred fifty-five and forty-four one-hundredths feet to the place of beginning.

BEING the same lot of ground described in a deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 453, folio 427 from Louis E. Pumphrey and wife to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

BEGINNING for the second thereof Being Lots 1, 2 and 14 as designated and shown on Plat of "Marley" Plat No. 1 dated July 14, 1954 by E. V. Coonan and Co. Surveyors and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 18.

BEING the same property which by deed dated March 5, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1278, folio 412 was granted and conveyed by William J. McWilliams, et al to the said Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife.

SAVING AND EXCEPTING from the above described land all that portion thereof which was acquired by the State Roads Commission of Maryland for the construction of Maryland Route 177 Extended—Maryland Route 2 to Maryland Route 3 in Anne Arundel County, as fully set forth in the condemnation proceedings in the Circuit Court for Anne Arundel County—A-10207, entitled State Roads Commission of Maryland, Acting for and on behalf of the State of Maryland vs. Howard S. Kuhn and wife, et al.

Subject to the legal operation and effect of an unrecorded Agreement (Lease) dated March 20, 1963 between Howard S. Kuhn, Jr. and wife and David M. Nichols Company for the rental of a space 70 feet by 25 feet on the land hereinbefore described on which a trailer is located, terminating on February 28, 1967 and with the right of renewal as therein set forth.

SUBJECT ALSO to the legal operation and effect of the following:

A. Three (3) Agreements between Louis E. Pumphrey et al and Consolidated Gas, Electric Light and Power Company of Baltimore (1) dated May 31, 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 181, folio 174; (2) dated February 1, 1944 and recorded as aforesaid in Liber J.H.H. No. 308, folio 215; and (3) dated June 2, 1952 and recorded as aforesaid in Liber J.H.H. No. 692, folio 130, as to poles, wires, etc.

B. Two (2) Agreements between Howard S. Kuhn, Jr. and wife and Consolidated Gas, Electric Light and Power Company of Baltimore and/or Baltimore Gas and Electric Company (1) dated August 5, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 779, folio 262 and (2) dated August 11, 1962 and recorded as aforesaid in Liber L.N.P. No. 1608, folio 88.

C. Covenants, conditions and restrictions set forth in a Deed dated January 21, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 450, folio 427 from Louis E. Pumphrey and wife to Howard S. Kuhn, Jr. and wife.

D. Covenants, conditions and restrictions as set forth in an unrecorded Agreement or Contract of Sale dated October 25, 1954 by and between Louis E. Pumphrey and wife and Howard S. Kuhn, III et al.

TERMS OF SALE: Cash. A deposit of $15,000.00 at the time of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on the unpaid purchase money from date of sale to date of settlement.

Taxes, water rent, rent, sanitary district charges and all other public charges on an annual basis, including special paving charges, if any, to be adjusted to the date of sale. Cost of all documentary stamps, including State and County transfer tax, if any, to be borne by the purchaser:

William M. Levy, Trustee.

Alex Cooper, Auctioneers, Inc.
212 N. Charles St., Baltimore 2, Md.—PLaza 2-4868

A-8

Century Savings and Loan Association of Baltimore City, Inc.

vs.

Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife

LIBER 165 PAGE 585

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

EQUITY DOCKET, 21, folio 362;
No. 16102

- - - - - - - - - - - - - - - - - -

PETITION AND ORDER SUBSTITUTING PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Leon A. Crane, Purchaser, respectfully represents unto your Honor :

1. That on or about April 9, 1965, William M. Levy, Trustee, acting in pursuance of the powers contained in the mortgage filed in these proceedings, sold the property contained in said Mortgage, at public sale to your Petitioner at and for the sum of One Hundred and Eighty-five Thousand, One Hundred Dollars ($185,100.00); and

2. That the said Petitioner has since sold all of his right, title and interest in and to said property unto Brookwood Realty Corporation and requests that it be substituted as Purchaser in the place and stead of your Petitioner.

Wherefore Your Petitioner Prays: That this Honorable Court pass an Order substituting Brookwood Realty Corporation as Purchaser in lieu and stead of Your Petitioner, and that the said William M. Levy, Trustee, be authorized to complete settlement of the above sale in that manner.

And As In Duty Bound, Etc.

Leon A. Crane (SEAL)
Leon A. Crane, Purchaser

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 1st day of May, 1965, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Leon A. Crane, purchaser, and made oath in due form of law that the matters and facts set forth in the aforesaid Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Raymond J. [illegible]
Notary Public

FILED
1965 MAY -4 AM 10: 55

16

We, the undersigned, hereby assent to the substitution of Brookwood Realty Corporation as Purchaser in lieu and stead of Leon A. Crane, as set forth in the Report of Sale filed in these proceedings .

Brookwood Realty Corporation

By Leon A. Crane

Leon A. Crane-Vice President

I, William M. Levy, Trustee, hereby assent to the substitution of Brookwood Realty Corporation as Purchaser as set forth in the attached Petition.

William M. Levy

William M. Levy, Trustee

17

O R D E R LIBER 165 PAGE 587

Upon the aforegoing Petition, Affidavit and Assent of all the parties in interest, it is this 4th day of May, 1965, Ordered by the Circuit Court for Anne Arundel County, that Brookwood Realty Corporation be and it is hereby substituted as Purchaser in lieu and stead of Leon A. Crane named in the Report of Sale filed in these proceedings on April 13, 1965, of the property sold by William M. Levy, Trustee, provided, however, that the liability of the original purchaser is not hereby released.

George Sachse
Judge

FILED
1965 MAY -4 PM 12 09

18

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,102 Equity

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
versus
HOWARD S. KUHN, JR. and RUTH L. KUHN, his wife

Ordered, this 13th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by William M. Levy, Trustee BE RATIFIED AND CONFIRMED; unless cause to the contrary thereof be shown on or before the 17th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of May next.

The report states that the amount of sale was $185,100.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 588

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,102 Howard S. Kuhn, Jr.

was published in

Maryland Gazette

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

FILED
1965 MAY 19 PM 1:36

THE CAPITAL-GAZETTE PRESS, INC.

19 No. M.G. 4380

By H. Tilghman

LIBER 165 PAGE 589

In the Case of

CENTURY SAVINGS & LOAN ASSOC. OF BALTIMORE CITY, INC.

VS.

HOWARD S. KUHN, JR. AND RUTH L. KUHN, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,102 Equity

To the Honorable, the Judges of said Court:

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

All of which is respectfully submitted.

Auditor.

1965 JUN 28 AM 11:09

FILED

FINAL ORDER

ORDERED BY THE COURT, this 14th day of July, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Louis N. Phipps

Clerk

Per: Alice E. Jankowski, deputy

FILED

1965 JUL 14 AM 8:42

Dr. Mortgaged Real Estate of Howard S. Kuhn, Jr. and Ruth L. Kuhn, his wife

In Acct. with William M. Levy, Trustee

Cr.

By	Amount of sale as per Trustee's Report of Sale filed			185,100	00		
By	Interest 6% on deferred payment $170,000.00 from 4/9/65 to 5/25/65			1,332	00		
By	Adjustment taxes, from 4/9/65 to 6/30/65			497	19		
By	Hyman P. Tatelbaum, Receiver, settlement, as per Order of Court filed in Equity #16101			1,115	00		
By	David M. Nichols Co., rent			100	00		
By	C & P Telephone Co., commissions			15	71		
By	Baltimore Gas & Electric Co., adjustment			23	34		
By	Return premium, fire insurance policy			142	00		
By	Notary fee				50		
						188,325	74
To	Trustee for fee, as per Order of Court 6/15/65, viz	9,750	00				
				9,750	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	47	00				
	Auditor, this account	100	00				
				157	00		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	263	52				
	Sunpapers, advertising - sale	218	10				
	Daily Record, advertising - sale	258	74				
	Galley slips and mailing - sale	22	00				
	Signs, advertising - sale	45	74				
	Fidelity & Deposit Co. of Maryland - bond	744	00				
	Alex Cooper Auctioneers, Inc., commission	3,887	00				
	Clerk, court costs, Equity #16131	64	75				
	Plats and photo-copies	61	46				

	B. R. Fisher, Inc., estimating	120	00				
	Baltimore Gas & Electric Co., service	100	48				
	Jones Safe & Lock Service	53	40				
	Dan M. Leidner Co., Inc.	54	00				
	Watts Electrical Service	16	00				
	Adjustment-C & P Telephone Co.,						
	commissions	5	29				
	Adjustment-rent	69	94				
	Expenses-maintenance, as per Order of						
	Court, 4/8/64	1,642	00				
				7,626	42		
To	Century Savings & Loan Assoc. of Balti-						
	more City, Inc., Mortgagor in full for						
	mortgage claim filed	125,117	11				
	Interest 6% on principal balance						
	$121,561.50 from 4/10/65 to 7/12/65	1,917	45				
				127,034	56		
To	First National Bank of Maryland, Towson,						
	Maryland, as per judgment claim filed						
	Law A-10,492	76	45				
				76	45		
To	The Bank of Glen Burnie, as per judgment						
	claim filed, Law B-83						
	Principal amount of judgment	28,997	99				
	Interest 6% from 11/6/63 to 7/12/65	2,928	68				
	Attorney's fee	4,200	00				
	Court costs	34	65				
				36,161	32		
To	First National Bank of Maryland, Towson,						
	Maryland, on account of judgment claim						
	filed, Law B-132	7,519	99				
				7,519	99		
						188,325	74

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
JOSEPH J. MARTIN AND BONNIE	*	ANNE ARUNDEL COUNTY
CARROLL MARTIN, his wife,	*	EQUITY NO. 17,424

* *

MR. CLERK:

Please docket the above entitled case and file the original Mortgage, Statement of Mortgage Debt, Military Affidavit and copy of Advertisement.

George E. Rullman Jr.
George E. Rullman, Jr., Attorney,
Assignee

FILED
1965 SEP -2 PM 3:39

COUNTY FORM

BOOK 1754 PAGE 74

This Mortgage,

FINANCING STATEMENT

4183

Made this 9th day of May, in the year one thousand, nine hundred and sixty-four (1964), Between JOSEPH J. MARTIN and BONNIE CARROLL MARTIN, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of FIFTEEN THOUSAND ($15,000.00) . . . . . Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment on or before the first day of each month from date hereof commencing on the first day of June, 1964.

(A) of the sum of One Hundred and Twenty-Six and 58/100 ($126.58) . . . . . Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of Twenty-Two and 42/100 ($22.42) . . . . . Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance polices that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of fifteen years from the date hereof, said balance shall then become due and payable.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

1965 SEP -2 PM 3:39

1565 PAGE 593

15565

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

BEGINNING for the same at an iron pipe set at the northeast corner of the conveyance from Laura Rogers to Leo P. Brand by deed dated September 23, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 313, folio 456, and running from thence and with part of the north line of said conveyance South 67° 23' West 25.55 feet to a pipe set on the west side and at the south end of a 15-foot right-of-way running through the Rogers property to the Brand property, thence with the west side of said right-of-way and with the east side of the first part of a conveyance recorded among said records in Liber J. H. H. 399, folio 254, North 11° 13' East 61.5 feet to a pipe; thence still with the west side of said right-of-way and with part of the east line of the third part of said conveyance recorded in Liber J. H. H. 399, folio 254, North 33° 29' West 9.6 feet to a point where the center line of a 10-foot right-of-way intersects said east line and at the southwest corner of the second part of said conveyance; thence with the center line of said 10-foot right-of-way and with the east line of said second part North 63° 32' East 50.3 feet to a point; thence still with the center line of said 10-foot right-of-way and running with the south line of a conveyance recorded in Liber J. H. H. 489, folio 44, North 66° 06' East 135.7 feet and North 17° 06' East 45.18 feet to the east outline of the whole tract described in a conveyance from Hezekiah F. Ward and wife to John H. Rogers by deed dated November 17, 1897, and recorded among the Land Records of Anne Arundel County in Liber G. W. 8, folio 442; thence with the east line of said conveyance South 0° 08' West 290 feet to the water's edge of Broadwater Creek; thence with the same North 88° 06' West 124 feet to a pipe set at the southeast corner of the first mentioned conveyance to Brand; thence with the east line of said conveyance North 21° 30' West 116.64 feet to the place of beginning. Containing 0.79 acre, more or less. Together with the right to use in common with others entitled thereto a 20-foot right-of-way leading from the lot of ground hereinbefore described to the County Road. Subject, however, to the right of others to use the aforesaid 20-foot right-of-way, 15-foot right-of-way and the 10-foot right-of-way referred to in the description hereinbefore set forth.

BEING the same property conveyed to the MORTGAGORS herein by Carlos E. Dixon and Doris L. Dixon, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

THE MORTGAGORS agree to pay a Late Charge not to exceed four per cent (4%) of any installment which is not paid within the month when said installment is due as specified in this Mortgage. Said Late Charge is to cover the extra expense involved in handling delinquent payments.

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

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

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the 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; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said mortgagee to pay six per cent (6%) interest for ninety days on that part of the aggregate amount of all repayments made on the loan in any one year which exceeds 20 percent of the original principal amount of the loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for George E. Rullman, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $200 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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.

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness:

Bertie L. Schwartz
BERTIE L. SCHWARTZ

Joseph J. Martin (SEAL)
Joseph J. Martin

(SEAL)

Bonnie Carroll Martin (SEAL)
Bonnie Carroll Martin

(SEAL)

4

5

LIBER 165 PAGE 596

BOOK 1754 PAGE 77

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 9th day of May, 1964, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared JOSEPH J. MARTIN and BONNIE CARROLL MARTIN, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1050

Bertie L. Schwartz
Notary Public.
BERTIE L. SCHWARTZ
My Commission expires May 5, 1965

Rec'd for record May 12, 1964 at 3:14 P.
Mailed to George E. Rullman

1.00

AUG-23-65 PAID 1362 CLK.CT.A.A.C. GCSASL

MORTGAGE

FROM

Joseph J. Martin and Bonnie Carroll Martin, his wife

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
140 South Street
Annapolis, Maryland

RECORDED IN LIBER LNP
NO. 1754 FOLIO 94
LOUIS N. PHIPPS, CLERK

RECORDED IN LIBER LNP
NO. 1754 FOLIO 77
LOUIS N. PHIPPS, CLERK

FINANCING STATEMENT

ASSIGNMENT

First Federal Savings and Loan Association of Annapolis hereby assigns the within Mortgage to George E. Rullman, Jr., Attorney, for the purpose of foreclosure, this 20th day of August, 1965.

In Witness Whereof, the said First Federal Savings and Loan Association of Annapolis has caused these presents to be executed by its President, whose signature is duly attested by its Secretary and its Corporate Seal affixed.

ATTEST:

Elizabeth M. Meer
Elizabeth M. Meer, Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

By George E. Rullman
George E. Rullman, President

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
JOSEPH J. MARTIN AND BONNIE	*	ANNE ARUNDEL COUNTY
CARROLL MARTIN, his wife,	*	EQUITY NO. 17,438

* *

STATEMENT OF MORTGAGE DEBT

Original principal amount of Mortgage	$15,000.00
Less payments on account of principal	501.14
Balance due on principal	14,498.86
Plus interest from last payment thru Sept., 1965	292.16
Total balance due on Mortgage Debt	14,791.02
Less balance in Expense Account	179.45
Mortgage Claim	$14,611.57

14,498.86
179.45
14319.41

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

I HEREBY CERTIFY that on this 2nd day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ELIZABETH M. MEER, Secretary of First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires July 1, 1967.

FILED

1965 SEP -2 PM 3:39

7

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
JOSEPH J. MARTIN AND BONNIE	*	ANNE ARUNDEL COUNTY
CARROLL MARTIN, his wife,	*	EQUITY NO. 17,438

LIBER 165 PAGE 598

* *

MILITARY SERVICE AFFIDAVIT

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

I HEREBY CERTIFY that on this 2nd day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, County of Anne Arundel, personally appeared GEORGE E. RULLMAN, JR., Assignee, Attorney and Agent for First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that he knows the defendants herein and that to the best of his 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 National allied with the United States.

(3) Said defendants have not been ordered to report for induction under the Selective Training and Service Act.

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

(5) Said defendants are not officers of the Public Health Service detailed by proper authority for duty with any branches of the Military Service of the United States.

George E. Rullman Jr.
George E. Rullman, Jr., Assignee
Attorney and Agent

SUBSCRIBED AND SWORN TO before me this 2nd day of September, 1965.

Madolin Ross
Madolin Ross, Notary Public
My Commission expires July 1, 1967.

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1965 SEP -2 PM 3:39

6

GEORGE W. SCIBLE. . . . . .AUCTIONEER

PUBLIC SALE OF VALUABLE

COMMERCIAL WATERFRONT PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A TWO STORY FRAME DWELLING CONTAINING SEVEN ROOMS AND TWO BATHS, TWO OIL CIRCULATING HEATERS, WITH COMPOSITION ROOF, TWO PIERS AND GAS PUMP, SMALL WORKSHOP AND STORAGE BUILDING, LOCATED AT BROADWATER, CHURCHTON, MD.

Under and by virtue of the power of sale contained in a Mortgage from Joseph J. Martin and Bonnie Carroll Martin, his wife, dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 74; said Mortgage having been duly assigned to George E. Rullman, Jr., Attorney, to make sale of said property therein described, default having occurred thereunder, said Assignee will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, OCTOBER 5, 1965

AT 10:30 O'Clock, A. M.

the following described property; namely:

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

BEGINNING for the same at an iron pipe set at the northeast corner of the conveyance from Laura Rogers to Leo P. Brand by deed dated September 23, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 456, and running from thence and with part of the north line of said conveyance South 67° 23' West 25.55 feet to a pipe set on the west side and at the south end of a 15-foot right-of-way running through the Rogers property to the Brand property, thence with the west side of said right-of-way and with the east side of the first part of a conveyance recorded among said records in Liber J.H.H. 399, folio 254, North 11° 13' East 61.5 feet to a pipe; thence still with the west side of said right-of-way and with part of the east line of the third part of said conveyance recorded in Liber J.H.H. 399, folio 254, North 33° 29' West 9.6 feet to a point where the center line of a 10-foot right-of-way intersects said east

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line and at the southwest corner of the second part of said conveyance; thence with the center line of said 10-foot right-of-way and with the east line of said second part North 63° 32' East 50.3 feet to a point; thence still with the center line of said 10-foot right-of-way and running with the south line of a conveyance recorded in Liber J.H.H. 489, folio 44, North 66° 06' East 135.7 feet and North 17° 06' East 45.18 feet to the east outline of the whole tract described in a conveyance from Hezekiah F. Ward and wife to John H. Rogers by deed dated November 17, 1897, and recorded among the Land Records of Anne Arundel County in Liber G.W. 8, folio 442; thence with the east line of said conveyance South 0° 08' West 290 feet to the water's edge of Broadwater Creek; thence with the same North 88° 06' West 124 feet to a pipe set at the southeast corner of the first mentioned conveyance to Brand; thence with the east line of said conveyance North 21° 30' West 116.64 feet to the place of beginning. Containing 0.79 acre, more or less. TOGETHER WITH the right to use in common with others entitled thereto to a 20-foot right-of-way leading from the lot of ground hereinbefore described to the County Road, SUBJECT, HOWEVER, to the right of others to use the aforesaid 20-foot right-of-way, 15-foot right-of-way and the 10-foot right-of-way referred to in the description hereinbefore set forth.

BEING the same property conveyed to Joseph J. Martin and Bonnie Carroll Martin, his wife, by Carlos E. Dixon and Doris L. Dixon, his wife, by deed dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 71.

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

GEORGE E. RULLMAN, Jr., Attorney
Assignee
140 South Street
Annapolis, Maryland
Colonial 3-4433

Public Sa

OF VALUABLE COMMERCIAL WATERFRONT PROPERTY

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A TWO STORY FRAME DWELLING CONTAINING SEVEN ROOMS AND TWO BATHS, TWO OIL CIRCULATING HEATERS, WITH COMPOSITION ROOF, TWO PIERS AND GAS PUMP, SMALL WORKSHOP AND STORAGE BUILDING, LOCATED AT BROADWATER, CHURCHTON, MD.

Under and by virtue of the power of sale contained in a Mortgage from Joseph J. Martin and Bonnie Carroll Martin, his wife, dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 74; said Mortgage having been duly assigned to George E. Rullman, Jr., Attorney, to make sale of said property therein described, default having occurred thereunder, said Assignee will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUES., OCT. 5, 1965 AT 10:30 O'CLOCK A.M.

the following described property; namely:

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

No. 16

BEGINNING for the same at an iron pipe set at the northeast corner of the conveyance from Laura Rogers to Leo. P. Brand by deed dated September 23, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 456, and running from thence and with part of the north line of said conveyance South 67 degrees 23' West 25.55 feet to a pipe set on the west side and at the south end of a 15-foot right-of-way running through the Rogers property to the Brand property, thence with the west side of said right-of-way and with the east side of the first part of a conveyance recorded among said records in Liber J.H.H. 399, folio 254, North 11 degrees 13' East 61.5 feet to a pipe; thence still with the west side of said right-of-way and with part of the east line of the third part of said conveyance recorded in Liber J.H.H. 399, folio 254, North 33 degrees 29' West 9.6 feet to a point where the center line of a 10-foot right-of-way intersects said east line and at the southwest corner of the second part of said conveyance; thence with the center line of said 10-foot right-of-way and with the east line of said second part North 63 degrees 32' East 50.3 feet to a point; thence still with the center line of said 10-foot right-of-way and running with the south line of a conveyance recorded in Liber J.H.H. 489, fol-

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 165 PAGE 601

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1965

We hereby certify, that the annexed

Public Sale

Joseph J. Martin
No. 17,428 Equity

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 5th day of October, 1965. The first insertion being made the 9th day of September, 1965.

FILED
1965 OCT -1 PM 2:19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

io 44, North 66 degrees 06' East 135.7 feet and North 17 degrees 06' East 45.18 feet to the east outline of the whole tract described in a conveyance from Hezekiah F. Ward and wife to John H. Rogers by deed dated November 17, 1897, and recorded among the Land Records of Anne Arundel County in Liber G.W. 8, folio 442; thence with the east line of said conveyance South 0 degrees 08' West 290 feet to the water's edge of Broadwater Creek; thence with the same North 88 degrees 06' West 124 feet to a pipe set at the southeast corner of the first mentioned conveyance to Brand; thence with the east line of said conveyance North 21 degrees 30' West 116.64 feet to the place of beginning. Containing 0.79 acre, more or less. TOGETHER WITH the right to use in common with others entitled thereto to a 20-foot right-of-way leading from the lot of ground hereinbefore described to the County Road, SUBJECT, HOWEVER, to the right of others to use the aforesaid 20-foot right-of-way, 15-foot right-of-way and the 10-foot right-of-way referred to in the description hereinbefore set forth.

BEING the same property, conveyed to Joseph J. Martin and Bonnie Carroll Martin, his wife, by Carlos E. Dixon and Doris L. Dixon, his wife, by deed dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 71.

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

GEORGE E. RULLMAN, Jr.
Attorney
Assignee
140 South Street
Annapolis, Maryland
COlonial 3-4433

GEORGE W. SCIBLE,
Auctioneer S-30

LIBER 165 PAGE 602

F. 24733 1/55

MORTGAGEES OR ATTORNEYS BOND.

LIBER 13 PAGE 272

No. 17,428 Equity

LIBER 165 PAGE 603

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, Jr., Attorney, & Assignee of Annapolis, Anne Arundel County, Maryland, as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN THOUSAND EIGHT HUNDRED ---------($15,800.00)---------- 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 1st day of October, in the year of our Lord 1965.

WHEREAS, the above bounden George E. Rullman, Jr., Assignee,

by virtue of the power contained in a mortgage from Joseph J. Martin & Bonnie Carroll Martin, his wife, of Annapolis to First Federal Savings & Loan Association bearing date the 9th day of May, 1964 and recorded among the ~~mortgage~~ land records of Anne Arundel County, Maryland, in Liber L.N.P. No. 1754 Folio 74 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman, Jr., Assignee

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman, Jr.

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Madolin Ross

Madolin Ross

George E. Rullman, Jr. [SEAL]

George E. Rullman, Jr.

[SEAL]

NATIONAL SURETY CORPORATION

By George E. Rullman
George E. Rullman
Attorney-in-Fact

Attorney in Fact

As to Surety

Madolin Ross

Madolin Ross

Bond approved this 1st day of Oct, 1965

Lorin N. Phipps, Clerk

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1965 OCT -1 AM 11:33

11

GEORGE W. SCIBLE . . . . . Auctioneer

PUBLIC SALE

OF VALUABLE

COMMERCIAL WATERFRONT PROPERTY

Situate in the Seventh Election District of Anne Arundel County, Maryland, improved by a two story frame dwelling containing seven rooms and two baths, two oil circulating heaters, with composition roof, two piers and gas pump, small workshop and storage building, located at Broadwater, Churchton, Md.

Under and by virtue of the power of sale contained in a Mortgage from Joseph J. Martin and Bonnie Carroll Martin, his wife, dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 74; said Mortgage having been duly assigned to George E. Rullman, Jr., Attorney, to make sale of said property therein described, default having occurred thereunder, said Assignee will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, OCTOBER 5, 1965

AT 10:30 O'CLOCK A.M.

the following described property; namely:

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

BEGINNING for the same at an iron pipe set at the northeast corner of the conveyance from Laura Rogers to Leo P. Brand by deed dated September 23, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 456, and running from thence and with part of the north line of said conveyance South 67°23' West 25.55 feet to a pipe set on the west side and at the south end of a 15-foot right-of-way running through the Rogers property to the Brand property, thence with the west side of said right-of-way and with the east side of the first part of a conveyance recorded among said records in Liber

J.H.H. 399, folio 254, North 11°13' East 61.5 feet to a pipe; thence still with the west side of said right-of-way and with part of the east line of the third part of said conveyance recorded in Liber J.H.H. 399, folio 254, North 33°29' West 9.6 feet to a point where the center line of a 10-foot right-of-way intersects said east line and at the southwest corner of the second part of said conveyance; thence with the center line of said 10-foot right-of-way and with the east line of said second part North 63°32' East 50.3 feet to a point; thence still with the center line of said 10-foot right-of-way and running with the south line of a conveyance recorded in Liber J.H.H. 489, folio 44, North 66°06' East 135.7 feet and North 17°06' East 45.18 feet to the east outline of the whole tract described in a conveyance from Hezekiah F. Ward and wife to John H. Rogers by deed dated November 17, 1897, and recorded among the Land Records of Anne Arundel County in Liber G.W. 8, folio 442; thence with the east line of said conveyance South 0°08' West 290 feet to the water's edge of Broadwater Creek; thence with the same North 88°96' West 124 feet to a pipe set at the southeast corner of the first mentioned conveyance to Brand; thence with the east line of said conveyance North 21°30' West 116.64 feet to the place of beginning. Containing 0.79 acre, more or less. **TOGETHER WITH** the right to use in common with others entitled thereto to a 20-foot right-of-way leading from the lot of ground hereinbefore described to the County Road, **SUBJECT HOWEVER**, to the right of others to use the aforesaid 20-foot right-of-way, 15-foot right-of-way and the 10-foot right-of-way referred to in the description hereinbefore set forth.

BEING the same property conveyed to Joseph J. Martin and Bonnie Carroll Martin, his wife, by Carlos E. Dixon and Doris L. Dixon, his wife, by deed dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 71.

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

George E. Rullman, Jr., Attorney
Assignee
140 South Street
Annapolis, Maryland
COlonial 3-4483

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1965 OCT -6 PM 1:13

I Hereby Certify that I, as Agent for First Federal Savings and Loan Association of Annapolis, bid in the property described on the reverse side hereof at public sale at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 5, 1965, at 10:30 o'clock, a.m., at and for the sum of Fourteen Thousand Four Hundred Dollars ($14,400.00), First Federal Savings and Loan Association of Annapolis then and there being the highest bidder thereof, and First Federal Savings and Loan Association of Annapolis agrees to comply with the terms of sale as expressed on the reverse side hereof.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ANNAPOLIS

by Thomas J. Norris

Thomas J. Norris, Executive Vice President.

I Hereby Certify that I, as Auctioneer, did sell the property described on the reverse side hereof at public sale, on Tuesday, October 5, 1965, to First Federal Savings and Loan Association of Annapolis at and for the sum of Fourteen Thousand Four Hundred Dollars ($14,400.00), it then and there being the highest bidder therefor; I further certify that the sale was fairly made.

George W. Scible, Auctioneer

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

I Hereby Certify that on this 5th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas J. Norris, Executive Vice President of First Federal Savings and Loan Association of Annapolis, the purchaser of the real estate described on the reverse side hereof and made oath in due form of law:

1. That in this purchase he was Agent for First Federal Savings and Loan Association of Annapolis.

2. That no other person or corporation is interested in this purchase.

3. That the said Association has not, directly or indirectly, discouraged anyone from bidding for the said property and that the sale was open to all bidders.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ANNAPOLIS

by Thomas J. Norris

Thomas J. Norris, Executive Vice Pres.

WITNESS my hand and Notarial Seal.

Madolin Ross, Notary Public

My Commission expires July 1, 1967.

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1965 OCT -6 PM 1:13

LIBER 165 PAGE 607

IN THE MATTER OF THE SALE OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
JOSEPH J. MARTIN AND BONNIE	*	ANNE ARUNDEL COUNTY
CARROLL MARTIN, HIS WIFE,	*	EQUITY NO. 17,428

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of George E. Rullman, Jr., Attorney, Assignee to make sale of Mortgaged real estate, in accordance with Mortgage filed in these proceedings, respectfully states:

That under and by virtue of the power of sale contained in a Mortgage from Joseph J. Martin and Bonnie Carroll Martin, his wife, dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 74, to make sale of the property described therein, in case of default and default having occurred thereunder, the said George E. Rullman, Jr., Assignee as aforesaid, after having given bond with approved security and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described for sale by public auction at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 5, 1965, at 10:30 O'clock, a.m., and then and there sold the property to First Federal Savings and Loan Association of Annapolis, a Federal Corporation, at and for the sum of Fourteen Thousand Four Hundred Dollars ($14,400.00), it then and there being the highest bidder therefor, which property is described as follows:

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

BEGINNING for the same at an iron pipe set at the northeast corner of the conveyance from Laura Rogers to Leo P. Brand by deed dated

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September 23, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 313, folio 456, and running from thence and with part of the north line of said conveyance South 67° 23' West 25.55 feet to a pipe set on the west side and at the south end of a 15-foot right-of-way running through the Rogers property to the Brand property, thence with the west side of said right-of-way and with the east side of the first part of a conveyance recorded among said records in Liber J.H.H. 399, folio 254, North 11° 13' East 61.5 feet to a pipe; thence still with the west side of said right-of-way and with part of the east line of the third part of said conveyance recorded in Liber J.H.H. 399, folio 254, North 33° 29' West 9.6 feet to a point where the center line of a 10-foot right-of-way intersects said east line and at the southwest corner of the second part of said conveyance; thence with the center line of said 10-foot right-of-way and with the east line of said second part North 63° 32' East 50.3 feet to a point; thence still with the center line of said 10-foot right-of-way and running with the south line of a conveyance recorded in Liber J.H.H. 489, folio 44, North 66° 06' East 135.7 feet and North 17° 06' East 45.18 feet to the east outline of the whole tract described in a conveyance from Hezekiah F. Ward and wife to John H. Rogers by deed dated November 17, 1897, and recorded among the Land Records of Anne Arundel County in Liber G.W. 8, folio 442; thence with the east line of said conveyance South 0° 08' West 290 feet to the water's edge of Broadwater Creek; thence with the same North 88° 06' West 124 feet to a pipe set at the southeast corner of the first mentioned conveyance to Brand; thence with the east line of said conveyance North 21° 30' West 116.64 feet to the place of beginning. Containing 0.79 acre, more or less. TOGETHER with the right to use in common with others entitled thereto of a 20-foot right-of-way leading from the lot of ground hereinbefore described to the County Road, SUBJECT, HOWEVER, to the right of others to use the aforesaid 20-foot right-of-way, 15-foot right-of-way and the 10-foot right-of-way referred to in the description hereinbefore set forth.

BEING the same property conveyed to Joseph J. Martin and Bonnie Carroll Martin, his wife, by Carlos E. Dixon and Doris L. Dixon, his wife, by deed dated May 9, 1964 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1754, folio 71.

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SAID Mortgage having been assigned to George E. Rullman, Jr., Attorney, under date of August 23, 1965, for the purpose of foreclosure.

AND THE said Assignee further reports that he has received from the said purchaser the deposit as required by the terms of sale, and has also received the purchaser's agreement to comply with the terms of sale which are as follows:

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

Respectfully submitted,

George E. Rullman Jr.

George E. Rullman, Jr., Assignee

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

I HEREBY CERTIFY that on this 5th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. RULLMAN, JR., Assignee, Attorney and Agent as aforesaid, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Madolin Ross

Madolin Ross, Notary Public

My Commission expires July 1, 1967.

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ORDER NISI

LIBER 165 PAGE 610

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH J. MARTIN AND BONNIE CARROLL MARTIN, HIS WIFE

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,428 Equity

Ordered, this 6th day of October, 19 65, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Jr., Assignee

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

The report states that the amount of sale was $ 14,400.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George E. Rullman, Jr., Atty. FOR: EVENING CAPITAL Oct. 8th Edition

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH J. MARTIN AND BONNIE CARROLL MARTIN, HIS WIFE ~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of November, 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 NOV 12 AM 10: 36

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LIBER 165 PAGE 611

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,428 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

JOSEPH J. MARTIN and BONNIE CARROLL MARTIN, his wife

Ordered, this 6th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by George E. Rullman, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of November next.

The report states that the amount of sale was $14,400.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-29

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 29, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,428
Joseph J. Martin

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 November, 1965. The first insertion being made the 8th day of October, 1965.

FILED 1965 NOV -1 PM 2:05

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 8500

By H. Tilghman

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LIBER 165 PAGE 612

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOSEPH J. MARTIN, ET UX

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,428 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 NOV 18 PM 2:09

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 6th day of December, 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. Tolchinsky, deputy

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Dr. Mortgaged Real Estate of Joseph J. Martin and Bonnie Carroll Martin, his wife

In Acct. with George E. Rullman, Jr., Assignee

						Cr.	
By	Amount of sale as per Assignee's Report						
	of Sale filed			14,400	00		
By	Interest 6% on deferred payment						
	$12,960.00 from 10/5/65 to 11/15/65			92	88		
						14,492	88
To	Assignee, for fee, viz	100	00				
To	Assignee, for commission, viz	462	00				
				562	00		
To	Assignee, for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Clerk, recording assignment of mortgage	1	00				
	Auditor, this account	35	00				
				74	00		
To	Assignee, for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	163	76				
	Speer Publications Inc. - hand bills	20	09				
	National Surety Corporation - bond	63	00				
	George W. Scible - auctioneer's fee	100	00				
	⅓ Federal and State stamps	23	93				
	Adjustment, taxes from 7/1/65 to 10/5/65	61	39				
	Notary fees	2	00				
				434	17		
To	First Federal Savings & Loan Assoc. of						
	Annapolis, Mortgagee on account of						
	mortgage claim	13,422	71				
				13,422	71		
						14,492	88
	Balance due on mortgage as per mortgage						
	claim filed	14,611	57				
	Interest 6% on principal balance						
	$14,319.41 from 10/1/65 to 12/2/65	147	95				
		14,759	52				

	Credit amount allowed above	13,422	71			
	This amount subject to decree in personam	1,336	81			

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