LIBER 166 PAGE 1

EX PARTE IN THE MATTER OF THE REAL ESTATE OF MAYBELLE ELLEN ROBINSON, an Incompetent	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,974 Equity

* * * * *

PETITION

The petition of Thomas Lawrence, Committee of the person and estate of Maybelle Ellen Robinson, by his attorney, Ridgely P. Melvin, Jr., respectfully represents:

1. That Maybelle Ellen Robinson is a non-resident of the State of Maryland residing in the District of Columbia.

2. That, by order of the District Court of the United States for the District of Columbia, dated 22 August 1939, the said Maybelle Ellen Robinson was declared a mental incompetent.

3. That, by order of the District Court of the United States for the District of Columbia, dated 19 October 1953, your petitioner was duly appointed as Committee of the person and estate of said incompetent.

4. That, prior to your petitioner's appointment as aforesaid, the duly appointed Committee for said incompetent was Josephine D. Criner (sometimes known as Josie Criner and sometimes known as Ellen Josephine Criner), who was appointed as said Committee on 27 November 1939 by order of the United States District Court for the District of Columbia.

Filed 1 Apr., 1954

5. That, on 11 May 1953, the said Josephine D. Criner departed this life and your petitioner was appointed Committee as aforesaid on 19 October 1953.

6. That, by deed dated 24 May 1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 184, folio 77, the said Maybelle Ellen Robinson, Alvin M. Criner, and Josie Criner became the record owners, as joint tenants, of a parcel of ground in the Second Election District of Anne Arundel County, Maryland, known as Lot No. 4 in Section 8 as shown on the plat of Bay Ridge.

7. That, on or about 20 July 1942, Josephine D. Criner, as Committee aforesaid, was authorized by order of the District Court of the United States for the District of Columbia to take such steps as may be legally necessary to sell and legally convey the interest of said incompetent in said Lot No. 4 at Bay Ridge, in the Second Election District of Anne Arundel County, Maryland; that pursuant to said authorization Josephine D. Criner, as Committee, agreed to convey the interest of said incompetent in said property to Alvin M. Criner at and for the sum of One Hundred Twenty-Five Dollars ($125.00); and that pursuant to said agreement the said Alvin M. Criner paid to Josephine D. Criner, Committee as aforesaid, said sum of $125.00, the receipt of which said sum was duly stated in the account of said Committee filed in the District Court of the United States for the District of Columbia in the proceedings entitled "In Re Maybelle Ellen Robinson, Insane Person, No. 20,350 Insanity, Docket No. 39" dated 21 July 1942.

8. That no further steps or proceedings have been taken or instituted to convey the interest of said incompetent in said property to the said Alvin M. Criner.

9. That your petitioner has been requested by the said Alvin M. Criner to execute a deed completing the agreement aforesaid, but your petitioner is advised that it is first required by the laws of the State of Maryland that this Honorable Court confirm said agreement and authorize your petitioner to make said conveyance on behalf of the incompetent, Maybelle Ellen Robinson.

10. That your petitioner believes and therefore avers that said sale and conveyance of said property would be for the best interest and advantage of the said incompetent.

TO THE END, THEREFORE:

(1) That a decree may be passed confirming the aforegoing agreement and that your petitioner be authorized to execute a deed conveying, on behalf of said incompetent, all her right, title, and interest in and to said property to Alvin M. Criner.

(2) That your petitioner may have such other and further relief as may be requisite.

AND, as in duty bound, etc.

Thomas Lawrence

Thomas Lawrence

Ridgely P. Melvin, Jr.

Ridgely P./Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Petitioner

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LIBER 166 PAGE 4

Ex Parte IN THE MATTER OF THE REAL ESTATE OF MAYBELLE ELLEN ROBINSON, an Incompetent	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,974 Equity

TESTIMONY ON BEHALF OF PETITIONER

April 21, 1954

August 12, 1954

Present:

Mr. Ridgely P. Melvin, Jr., Solicitor for Petitioner

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Assistant Court Stenographer

Witnesses:

Thomas Lawrence, pages 2, 3, and 4

Alvin Milton Criner, pages 4 and 5

Thomas Carroll Worthington, Jr., pages 6 and 7

Filed 31 Aug., 1954

Thomas Lawrence, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name.

A. Thomas Lawrence.

2. Where do you reside?

A. 3417 Mt. Pleasant St., Washington 10, D.C.

3. And are you a practicing attorney in Washington, D.C.?

A. I am.

4. Mr. Lawrence, are you the Committee for the person and estate of Maybelle Ellen Robinson?

A. I am, by appointment of United States District Court for the District of Columbia.

(EXEMPLIFIED COPY OF APPOINTMENT FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO. 1)

5. When were you appointed?

A. On October 19, 1953.

6. Where is Maybelle Ellen Robinson now?

A. She is presently committed at St. Elizabeths Hospital, Washington, D.C.

7. How long has she been committed to that hospital?

A. Since August, 1939.

8. Do you have an exemplified copy of her committment by the United States District Court for the District of Columbia?

A. I do.

9. In addition to the exemplified copies of her Adjudication and Committal, do you also have exemplified copies of the papers in the proceedings entitled, "In re, Maybelle Ellen Robinson - Lunacy No. 20350" in the District Court of the United States for the District of Columbia?

A. I do.

(PAPERS IN PROCEEDINGS "LUNACY NO. 20350" FILED COLLECTIVELY AND MARKED EXAMINER'S EX. 2)

10. Mr. Lawrence, I noticed in Examiner's Ex. 2 there is an Order for Authority To Sell Real Estate by which the former

committee for Maybelle Ellen Robinson was authorized to take such steps as may be legally necessary to sell and legally convey the interest of Maybelle Ellen Robinson, in the property located at Bay Ridge, in the State of Maryland. Now, Mr. Lawrence, do you know what, if any, steps have been taken pursuant to that Order?

A. It is my understanding that no conveyance has been made of the property by Mrs. Criner, as designated by the Order you mentioned; that the property has been purchased by Alvin M. Criner, brother of the Incompetent, and that the record does not disclose any conveyance of Maybelle Ellen Robinson's interest to Alvin M. Criner.

11. Does Examiner's Ex. 2 show that Alvin M. Criner paid the Committee for Maybelle Ellen Robinson, for Maybelle Ellen Robinson's interest in the property at Bay Ridge?

A. It does here in the account filed with the District Court of the United States for the District of Columbia, it shows a receipt by her of $125.00.

12. Have you, as Committee, made any conveyance to Mr. Criner of your ward's interest in the Bay Ridge property?

A. No sir.

13. Has Mr. Criner requested you, as committee, to make such a conveyance?

A. Hehas.

14. And, in your opinion, would such a conveyance be for the best interest and advantage of your ward?

A. Yes, it would not only be to the best interest of my ward, but it would also carry out the Order of the District Court that the property be conveyed.

15. Mr. Lawrence, is your appointment, as Committee, of person and estate of Maybelle Ellen Robinson still in full force and effect?

A. It is.

To the General Question under the rule, the witness answers: "No."

Thomas Lawrence

Alvin Milton Criner, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name.

A. Alvin Milton Criner.

2. Where do you reside?

A. 7000 Longwood Drive, Bethesda, Maryland.

3. And you are the brother of the incompetent that has been mentioned, Maybelle Ellen Robinson?

A. Yes.

4. Your mother was Josephine D. Criner, is that correct?

A. Yes.

5. Was she sometimes known as Josie Criner and Ellen Josephine Criner?

A. Yes.

6. Is your mother, Josephine D. Criner, living now?

A. No.

7. When did she die?

A. May 11, 1953.

(CERTIFIED COPY OF DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EX. 3)

8. Mr. Criner, I show you a deed by which you, Maybelle Ellen Robinson, and your mother, Josie Criner, were conveyed Lot No. 4, in Section 8, as shown on the Plat of Bay Ridge, and ask you if that is the original deed to that property?

A. Yes, it is.

(DEED FILED HEREWITH MARKED EXAMINER'S EX. 4)

9. Did that deed convey the property at Bay Ridge to the

grantees in the deed as joint tenants?

A. Yes.

10. Have you ever paid to your mother, as Committee, a sum of money for your sister's interest in that property?

A. Yes.

11. Was that the price which was agreed upon as the fair price for your sister's interest in the property?

A. Yes.

12. Have you ever received a deed from the Committee of Maybelle Ellen Robinson for your sister's interest in the property?

A. No.

13. Have you requested the present Committee to make such a conveyance?

A. Yes.

14. In your opinion, is the sum of $125.00 a fair price for your sister's interest in the lot at Bay Ridge?

A. It was at the time it was paid.

15. When did you pay for your sister's interest in the property?

A. In 1942.

16. Mr. Criner, do you know why no further steps were taken after 1942 to execute a written transfer of your sister's interest to you?

A. We didn't have any legal advice to execute the transfer.

17. Was this sum of $125.00 needed by the committee for your sister at the time?

A. It was needed to cover debts of her estate.

18. Have you paid the taxes on this property?

A. My mother and I paid them together.

19. They were not charged to the estate of your sister?

A. They were not.

(Mr. Cunningham)

To the General Question under the rule, the witness answers: "No."

Alvin Milton Criner

Alvin Milton Criner

Thomas Carroll Worthington, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. Thomas Carroll Worthington, Jr., Townsworth Building, Annapolis, Maryland.

2. What business are you engaged in?

A. Real Estate.

3. How long have you been engaged in that business?

A. Since 1949.

4. And are you familiar with the property in the vicinity known as Bay Ridge located in Anne Arundel County?

A. Yes, I am.

5. Did you make an appraisal of Lot 4 in Section 8 as shown on the plat of Bay Ridge?

A. Yes, I did.

6. Did you make that appraisal, at my request, as of the year 1942?

A. Yes, I did.

7. Will you give us your opinion of it's fair market value in that year?

A. Well, my opinion of the fair market value for 1942 was $250.00, that was for the entire lot.

8. Will you describe the property, generally?

A. Well the lot is 50'x 120', located on Lawrence Avenue, and between two houses on a hard top road, it is wooded.

9. Are there any improvements now on the property?

A. No.

10. Is there any evidence that there were any improvements on the property in 1942?

A. Not that I could see.

11. What, in general, was the state of property values in 1942?

A. Lots were not selling, very few were selling because World War II had started and the only property selling was improved property because of no construction. And I compared this property with other lots that did sell during that time, but

there weren't many.

12. In your opinion, would it have been practical to divide the lot in half or in any other manner in kind?

A. No, because nothing could be built on it if it was divided that way, because the lot is only 50' x 120'.

(Mr. Cunningham)

To the General Question under the rule, the witness answers: "No."

Thomas Carroll Worthington, Jr.

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

Witness my hand and seal this 31st day of August, 1954.

Richmond L. Cunningham (SEAL)
Examiner

C.W.C. $10.00
I.D.H. $7.00 pd. 8/31/54 J.D.H.

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A. O. Form 132

Exemplification Certificate

United States District Court

for the

LIBER 166 PAGE 12

DISTRICT OF COLUMBIA

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the records and seal thereof, hereby certify that the document attached hereto is a true copy of the ORDER FOR THE APPOINTMENT OF COMMITTEE FOR THE PERSON AND ESTATE OF MAYBELLE EILEN ROBINSON, filed October 19, 1953, in Mental Health No. 20,350. I further certify that an Undertaking for $1,000. was filed October 21, 1953.

In testimony whereof I hereunto sign my name and affix the seal of said Court, in said District, at Washington, this 26th day of March 19 54.

I further certify that according to the records in this office, said appointment has not been terminated.

HARRY M. HULL, CLERK

By Robert M. Chasen
Deputy Clerk.

I, F. DICKINSON LETTS, United States District Judge for the District of Columbia, do hereby certify that HARRY M. HULL, whose name is above written and subscribed, is and was at the date thereof, Clerk of said Court, duly appointed and sworn, and keeper of the records and seal thereof, and that the above certificate by him made, and his attestation or record thereof, is in due form of law.

MARCH 26, 1954.

F. Dickinson Letts
United States District Judge.

I, HARRY M. HULL, Clerk of the United States District Court for the District of Columbia, and keeper of the seal thereof, hereby certify that the Honorable F. DICKINSON LETTS whose name is within written and subscribed, was on the 26th day of March 19 54, and now is Judge of said court, duly appointed, confirmed, sworn, and qualified: and that I am well acquainted with his handwriting and official signature and know and hereby certify the same within written to be his.

In testimony whereof I hereunto sign my name, and affix the seal of said Court at the city of Washington, in said District on this 26th day of March 19 54.

HARRY M. HULL, CLERK

By Robert M. Chasen
Deputy Clerk.

Examiner's Exhibit No. 1
Matter of Robinson
No. 16,974 Equity
filed 4/21/54
12

Filed 31 Aug., 1954.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED
OCT 19 1953
Barry M. Holl, Clerk

IN RE :

MAYBELLE ELLEN ROBINSON, : Mental Health No. 20350

Patient :

ORDER FOR THE APPOINTMENT OF COMMITTEE
FOR THE PERSON AND ESTATE OF
MAYBELLE ELLEN ROBINSON

Upon consideration of the petition filed herein by Alvin Milton Criner, Jr., and further in consideration of the report and answer of the guardian ad litem appointed herein, and it appearing to the court that the appointment of a committee is necessary for the protection and conservation of the estate of Maybelle Ellen Robinson, it is this 19th day of October, A. D. 1953,

ORDERED that Thomas Lawrence Esq be and he hereby is appointed committee of the person and estate of Maybelle Ellen Robinson, provided he posts an undertaking with approved surety, conditioned for the faithful performance of his trust in the amount of $1000.00.

JUDGE

LAW OFFICES
LAMBERT, HART & NORTHROP
209-218 MUNSEY BLDG.
WASHINGTON 4, D. C.
METROPOLITAN 2467

PROFESSIONAL BLDG.
ROCKVILLE, MD.
ROCKVILLE 2340

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA LIBER 166 PAGE 14

In the Matter of
MAYDELLE EILEN ROBINSON
White - Age 30 ~~plaintiff~~
Alleged Insane Person ~~defendant~~

No. 20,350 ~~Civil Action~~ Insanity Docket

I, HARRY M. HULL, *Clerk of THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, do hereby certify the annexed to be a true and correct copies of the originals as the (they) appear of record in the Clerk's Office of said Court in the above-entitled cause.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at the City of Washington, this 31st *day of* DECEMBER, *19*53.

HARRY M. HULL, *Clerk*

By Jane E. Barrow, *Deputy Clerk.*

Examiner Exhibit No. 2
Matter of Robinson
No. 10,974 Entered
filed 4/21/54 14

Filed 31 Aug., 1953.

FORM CMH 5

IBER 166 PAGE 15

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLUMBIA

In the Matter of
MAYBELLE Ellen ROBINSON, White-Age 30
Alleged Insane Person

Insanity No. 20350

ORDER OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard by the Court, considering the petition filed herein and the report and recommendations of the Commission on Mental Health, acting under the direction of this Court, which, after having made an examination of the mental condition of Maybelle Ellen Robinson respondent, and having conducted a hearing, at which the respondent her relatives, friends and witnesses testified and were examined upon the issue of her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the respondent to be of unsound mind and in need of treatment in a hospital for her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within ten days as provided by law, it is by the Court, this 22nd day of August 1939

ADJUDGED, DECREED AND ORDERED:

1. That Maybelle Ellen Robinson be and she hereby is declared to be of unsound mind, incapable of managing her own affairs, is not a fit person to be at large or go unrestrained, and is a fit subject for commitment to a hospital for treatment of her mental condition.

2. That Maybelle Ellen Robinson be and she hereby is committed to Saint Elizabeths Hospital for maintenance and treatment of her mental condition, until she can be safely discharged therefrom.

3. That Maybelle Ellen Robinson is a resident of the District of Columbia within the provisions of Section 10, of the Act of Congress, approved June 8, 1938.

4. That the expense of the maintenance and treatment of Maybelle Ellen Robinson in Saint Elizabeths Hospital shall be borne and paid by the District of Columbia, until further order of this Court.

5. That the Committee of Maybelle Ellen Robinson when appointed and qualified, be and hereby is authorized and directed to report to the Court the ability thereof to pay or contribute to the expense of the maintenance and treatment of said Maybelle Ellen Robinson in Saint Elizabeths Hospital, to the District of Columbia.

F. Dickinson Letts
Justice

ER 166 PAGE 1E

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

In re,
Maybelle Ellen
~~EILEN MAYBELLE~~ ROBINSON
Alleged Lunatic

Lunacy No. 20350

FILED
NOV 29 1939
HARLAN E. STEWART, Clerk

ORDER APPOINTING COMMITTEE.

This cause coming on to be heard upon the petition of Josephine D. Criner for appointment of a Committee of the person and estate of ~~Ellen maybelle~~ Maybelle Ellen Robinson, heretofore adjudged to be of unsound mind and an inmate of St. Elizabeth's Hospital and the same having been duly considered by the Court, it is this 27 day of November, 1939, ADJUDGED, ORDERED and DECREED that Josephine D. Criner be and she is hereby appointed Committee of the person and estate of said ~~Ellen maybelle~~ Maybelle Ellen Robinson upon giving an undertaking in the penal sum of Five Hundred Dollars conditioned for the faithful discharge of her duties as such Committee. ~~This cause is hereby revived.~~

Jas. M. Proctor
Justice

BOOK 72 PAGE 387

ER 166 PAGE 17

FILED

JUL 20 1942

CHARLES E. STEWART, Clerk

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE DISTRICT OF COLUMBIA

In re: Maybelle Ellen ~~ELLEN MAYBELLE~~ ROBINSON, Lunatic

Lunacy No. 20,350

ORDER FOR AUTHORITY TO SELL REAL ESTATE

Upon consideration of the Petition of Josephine D. Criner, Committee of the Estate of ~~Ellen Maybelle~~ Maybelle Ellen Robinson, lunatic, filed herein on the 20th day of July, 1942, it is by the Court, this 20th day of July, 1942,

ADJUDGED and ORDERED, That the said Committee, Josephine D. Criner, is hereby authorized ~~and directed~~ to take such steps as may be legally necessary to sell and legally convey the interest of ~~Ellen Maybelle~~ Maybelle Ellen Robinson, in the property located at Bay Ridge, in the State of Maryland.

JUSTICE

ACCOUNT UNDER RULE 22

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

JUL 21 1942

CHARLES E. STEWART, Clerk

EQ 166 PAGE 18

IN RE

Maybelle Ellen ROBINSON, INSANE PERSON

No. 20,350 INSANITY. DOCKET NO. 39

First + Final ACCOUNT OF Josephine D. Criner

FOR PERIOD BEGINNING November 29th, 19 39, AND ENDING August 1st, 19 42

19		RECEIPTS	DISBURSEMENTS
	From Chief Clerk, Metropolitan Police Department	321.86	
	From Columbia Building Association	144.50	
	From Alvin Milton Criner (Sale of Bay Ridge Lot July 20th, 1942)	125.00	
	Charles E. Stewart, Clerk		6.30
	Glens Falls Indemnity Company (Bond Premiums 1940,1941,1942)		30.00
	S. Preston Smith December 22, 1941		25.00
	Dr. Rober S. Cohen September 23, 1939		10.00
	Security Benefit Company (July 1939 - July, 1942)		55.80
	State of Maryland (Taxes on Lot at Bay Ridge 1939,1940, & 1941		10.32
	Clothes December 22, 1941		6.36
	Clothes January 6, 1942		15.00
	Clothes April 4th, 1942		25.00
	Clothes July, 1942		25.00
	Brentwood Sanitarium, Inc (March, 1939 - July,1939)		440.50
	Clothes May 8th, 1940		10.00
	Clothes September 10th, 1940		25.00
	Amounts carried forward	$ 591.36	$ 684.28

Accounting Form No. 3

ER 166 PAGE 19

	Assets Received	Disbursements
Brought forward.	$ 591.36	$ 684.28
Amount due from Ward's Estate (Deficit) $92.92	92.92	
Totals.	$ 684.28	$ 684.28

District of Columbia, to wit:

Josephine D. Criner, Committee

of the Estate of ~~ELLEN MAYBELLE~~ Maybelle Ellen ROBINSON

of the City of Washington, District of Columbia

do solemnly swear that the foregoing account is just and true, and that I have bona fide paid, or secured to be paid, the several sums for which I claim credit and allowance.

Josephine D Criner

#14 Armat Drive
Bethesda, Maryland
(Address)

Sworn to and subscribed before me this 21st day of July, A. D. 19 42

Charles E. Stewart
Notary Public or Clerk of Court.

By Virginia Pattison
Deputy Clerk

No. 20,350 Lunacy Docket 39

IN RE: ~~ELLEN~~ Ellen MAYBELLE ROBINSON
Lunatic.

ACCOUNT OF

JOSEPHINE D. CRINER
Committee.

Approved and passed:

....., A. D. 19....

U. S. GOVERNMENT PRINTING OFFICE 250476

LIBER 166 PAGE 20

REPORT UNDER RULE 22

District Court of the United States for the District of Columbia

IN RE
Maybelle Ellen
~~ELLEN MAYBELLE~~ ROBINSON
~~Plaintiff~~
Insane Person
~~Defendant~~

INSANITY

~~[illegible]~~ No. 20,350

166 PAGE 21

ANNUAL REPORT UNDER RULE 22

(See copy of paragraph (*a*) of Rule, on back of this form)

The report of Josephine D. Criner, who qualified as Committee, on the 8th day of January 1940, respectfully shows that the estate consists of the following:

REAL ESTATE

LOCATION AND DESCRIPTION	VALUE
A one-third interest in a Lot at Bay Ridge Beach, Bay Ridge, Maryland The approximate value of said property is One Hundred ($100.00) Dollars	$100.00

BANK DEPOSITS AND OTHER MONEY

Total, $

ACCOUNT No.	AMOUNT	DEPOSITED IN—	IN NAME OF—
	$315.00	Columbia National Bank	Mrs. Josephine D. Criner, Committee of Estate of Maybelle Ellen ~~Ellen Maybelle~~ Robinson, Lunatic

NOTES SECURED BY MORTGAGE OR DEED OF TRUST ON REAL ESTATE

LOCATION AND DESCRIPTION OF PROPERTY	AMOUNT	INTEREST	MAKER'S NAME	MATURITY (Month, day, and year)
NONE				

10

LIBER 166 PAGE 22

STOCKS

CLASS	SHARES	NAME OF COMPANY	CERTIFICATE Nos.	DATE ISSUED	VALUE
		NONE			

BONDS

ISSUED BY-	NUMBERS	AMOUNT	INTEREST RATE	MATURITY (Month, day, and year)	VALUE
NONE					

OTHER SECURITIES

NONE

The foregoing securities are kept or deposited at NONE

.....

in the name of .....

.....

AUTOMOBILES, JEWELRY, HOUSEHOLD EFFECTS, AND ALL OTHER PERSONAL ASSETS

166 PAGE 25

N O N E

The following is a statement (for the preceding year) of all sales, transfers or other disposition of assets; and of investments and changes in form of assets, and the name in which each stands:

The penalty of my undertaking is $ 1,000.00

It was filed on the 6th day of January 1940

The surety is Glens Falls Indemnity Company

When the undertaking was filed, the value of the estate was $ 566.36

I/~~We~~ Josephine D. Criner

do swear that I/~~we~~ have read the foregoing report signed by me/~~us~~ and know the contents thereof, and that the facts therein stated are true.

Josephine D Criner

Full address: #14 Armat Drive,
Bethesda, Maryland

Subscribed and sworn to before me this

21st day of July, 1942

CHARLES E. STEWART, Clerk

By Virginia Patterson Deputy Clerk

16—23481

12

INSANITY

No. 20,350 [redacted]

IN RE: Maybelle Ellen
~~ELLEN MAYBELLE~~ ROBINS[redacted] Plaintiff

Insane Person

[redacted] Defendant

ANNUAL REPORT OF

Josephine D. Criner

Committee

UNDER RULE 22

U. S. GOVERNMENT PRINTING OFFICE 16—21161

Let this be Filed.

Justice.

July 21, 1942.

FILED

JUL 21 1942

CHARLES E. STEWART, Clerk

13

RULE 22.—*Trust Funds; Fiduciaries.*

(a) ANNUAL ACCOUNT AND REPORT.—A fiduciary administering an estate under supervision of this court, other than in its probate branch, shall annually within 30 days after the anniversary date of qualifying in his office, file a verified account and report. The account shall consist of an itemized statement of all receipts and disbursements for the preceding annual period. The report, to be made on a form furnished by the clerk, shall list with detailed particularity (1) all real and personal assets of the estate, (2) where each item thereof is located, kept or deposited, (3) the name in which each is held, (4) the value of each, (5) any sale, transfer, or other disposition of assets, (6) any investment or change in form of assets and the name in which it stands, (7) the penalty of the fiduciary's undertaking, (8) the date when the undertaking was filed, (9) the name of the surety, and (10) the value of the estate when the undertaking was filed.

Registration District No. 294A

CERTIFICATE OF DEATH
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH, BUREAU OF VITAL STATISTICS

State File No.
Registered No. 41

1. PLACE OF DEATH
a. COUNTY: Fairfax
MAGISTERIAL DISTRICT:
b. CITY OR TOWN: ☐ Inside ☐ Outside Corporate Limits
c. HOSPITAL OR INSTITUTION:
d. LENGTH OF STAY:

2. USUAL RESIDENCE (Where deceased ... If institution: residence before admission)
a. STATE: Virginia
b. COUNTY: Fairfax
c. CITY OR TOWN: Falls Church ☐ Inside ☐ Outside Corporate Limits
d. STREET ADDRESS (If rural, give mailing address): 1514 Cedar Street

3. NAME OF DECEASED (Type or Print)
a. (First): Ellen
b. (Middle): Josephine
c. (Last): Criner

4. DATE OF DEATH (Month) (Day) (Year): May 11, 1953

5. SEX: female
6. COLOR OR RACE: white
7. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify): married
8. DATE OF BIRTH: 7-7-1884
9. AGE (In years last birthday): 68 — If under 1 yr. Months / Days; If under 24 hrs. Hours / Min.

10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): housewife
10b. KIND OF BUSINESS OR INDUSTRY:
11. BIRTHPLACE (State or foreign country): Illinois
12. CITIZEN OF WHAT COUNTRY?:

13. FATHER'S NAME: John Dial
14. MOTHER'S MAIDEN NAME: Ellen Rogers

15. NAME OF HUSBAND OR WIFE OF DECEASED: Alvin M. Criner
16. SOCIAL SECURITY NO.:
17. INFORMANT'S SIGNATURE: [signature]
ADDRESS: 1514 Cedar Street, FalleChurch, Va.

18. CAUSE OF DEATH
Enter only one cause per line for (a), (b), and (c)

*This does not mean the mode of dying, such as heart failure, asthenia, etc. It means the disease, injury, or complication which caused death.

MEDICAL CERTIFICATION

I. DISEASE OR CONDITION DIRECTLY LEADING TO DEATH*
(a) Congestive Heart Failure
ANTECEDENT CAUSES
Morbid conditions, if any, giving rise to the above cause (a) stating the underlying cause last.
DUE TO (b) [illegible]
DUE TO (c)

INTERVAL BETWEEN ONSET AND DEATH

II. OTHER SIGNIFICANT CONDITIONS
Conditions contributing to the death but not related to the disease or condition causing death.

19a. DATE OF OPERATION:
19b. MAJOR FINDINGS OF OPERATION:
20. AUTOPSY? YES ☐ NO ☐

21a. ACCIDENT SUICIDE HOMICIDE (Specify):
21b. PLACE OF INJURY (e. g., in or about home, farm, factory, street, office bldg., etc.):
21c. (CITY, TOWN, OR COUNTY) (STATE):
21d. TIME OF INJURY (Month) (Day) (Year) (Hour) m.
21e. INJURY OCCURRED While at Work ☐ Not While at Work ☐
21f. HOW DID INJURY OCCUR?:

22. *I hereby certify that I attended the deceased from* March, 1953, *to* May, 1953, *that I last saw the deceased alive on* May 11, 1953, *and that death occurred at* ____ m., *from the causes and on the date stated above.*

23a. SIGNATURE (Degree or title): John E. Ryan, M.D.
23b. ADDRESS: Falls Church, Va.
23c. DATE SIGNED: 10/8/53

24a. BURIAL, CREMATION, REMOVAL (Specify): burial
24b. DATE: 5-15-53
24c. NAME OF CEMETERY OR CREMATORY: National Memorial Park
24d. LOCATION (City, town, or county) (State): Fairfax County, Virginia

DATE REC'D BY LOCAL REG.: 10/12/53
REGISTRAR'S SIGNATURE: Mrs. Charles Smoot
25. FUNERAL DIRECTOR'S SIGNATURE: C. P. [illegible]
ADDRESS: 2847 Wilson Blvd., Arlington, 1, Virginia

I hereby certify that this is a true and correct reproduction of the original certificate on file in the Bureau of Vital Statistics, Virginia Department of Health, Richmond, Virginia.

Estelle Marks, State Registrar

R 166 PAGE 25

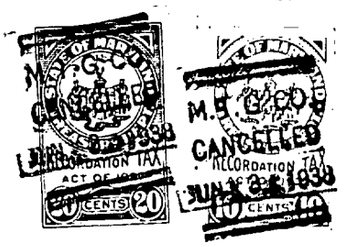
Estelle Marks

OCT 16 1953

PLEASE WRITE PLAINLY, WITH UNFADING INK. Every item of information should be carefully supplied. The correct age is especially important. Physicians: Please write the causes of death clearly and legibly.

Examiner's Mail [illegible]
[illegible]
No. 10 9 4 [illegible]
[illegible] 4/21/54

[illegible]



THIS DEED, made this 2-4 Th day of May, in the year one thousand nine hundred and thirty-eight, by and between, GEORGE B. WILLIAMS, unmarried, of the City of Washington, in the District of Columbia, party of the first part; and MAYBELLE E. ROBINSON, ALVIN M. CRINER and JOSIE CRINER, his ~~wife~~ MOTHER, of the City of Washington, in the District of Columbia, parties of the second part.

Leave grt'd by Court to change; wife to Mother 6/14/38

W I T N E S S E T H, that in consideration of the premises and the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said parties of the second part, as joint tenants and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, subject to the agreements, conditions and restrictions hereinafter set forth, all that lot of ground situate and lying in the Second Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEING, designated as Lot Number Four (4), in Section Eight (8), as shown on the Plat of Bay Ridge, duly recorded among the Plat Records of Anne Arundel County; subject to an easement over a five-foot strip of ground to the rear line of said lot for the purpose of drains, water mains, gas mains, poles to carry wires or conduits for wires, etc.

BEING, one of the lots of ground described in the Deed from Harry E. Karr, Attorney, to George B. Williams, dated October 28, 1936, and duly recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 157, Folio 155.

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

TO HAVE AND TO HOLD, the above described lot of ground and premises unto and to the use of the said parties of the second part, as joint tenants

Examiner's Exhibit No. 4 Matter of Admin No. 10,974 Equity filed 4/21/54

Filed 31 Aug., 1954.

and not as tenants in common, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, forever; subject, however, to the following restrictions:

FIRST: No building shall be erected upon said land nearer to the Avenue on which it fronts, as now laid out or shown on the plats of the property of the first part than forty feet, and five feet from the side lines, and five feet from rear line, nor shall any out-buildings be constructed upon said land, excepting garage, without the permission of the party of the first part, nor shall any fence except hedge be erected thereon, and the cost of the building to be erected on the lots of the size hereinafter indicated shall be not less than $2500. , for single cottages, and double cottages to be erected on the lot of size hereinafter indicated, the cost shall not be less than $4,000. , and the plans of all buildings must be approved by the party of the first part before any buildings are started.

SECOND: That no shop, store, factory or business house of any kind; no hospital, asylum or institution of like or kindred nature, shall be erected or maintained on the premises hereby agreed to be conveyed, but that stores, garages, hotels or clubs, may be erected on a restricted section designated by the party of the first part.

THIRD: That there shall not at any one time be more than one residence or dwelling house on a lot of fifty feet front,and on lots of seventy-five feet or more in width double cottage may be erected. This lot or lots to be used for residential purposes only.

FOURTH: That no garage shall be erected on any portion of the lots above described, within seventy-five feet of the front building line of any of the avenues as shown on the plats of the property of the party of the first part, or five feet from the side lines or five feet from the rear line, and must be connected and built with, or conform to the

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house, to prevent houses on opposite side of street from facing a garage.

FIFTH: That the sidewalk to be maintained along the avenue,as shown on the plats of the property of the party of the first part, shall be at least four feet in width, and to be of sheet cement or of such other material as may be acceptable to the party of the first part. The parties of the second part agree to maintain the sidewalks above-mentioned and to deposit all spill dirt, if any, obtained in the improvement of said lot, on the property of the party of the first part, as may be indicated by the party of the first part.

SIXTH: That no wines, distilled or fermented liquors or intoxicating drinks of any kind shall be sold or offered for sale upon the described lot or lots.

SEVENTH: That no poultry or domestic animals shall be kept on said lot or lots and no nuisance of any kind shall be maintained or allowed thereon, nor any use thereof be made or permitted which shall be noxious or dangerous to health.

EIGHTH: Parties of the second part shall not remove any trees from said lot or lots, nor do anything that may depreciate the value of the same until said lot or lots is completely paid for, and the title vested in the said parties of the second part. Permission must be obtained from the Bay Ridge Development Company to construct buildings or to use the land before payments are completed.

NINTH: The premises shall never be leased, sold, demised or conveyed to or owned by negroes,nor be occupied or resided on by persons of negro descent, except in a menial capacity or ascaretaker.

TENTH: Any well dug or bored on the property hereby conveyed for drinking water must be an artesian well. A septic tank system approved by the party of the first part must be installed for all sewerage purposes, and must be at least fifty feet from the well, and no drain water or sewerage shall be permitted to be drained into the Bay, River or Lakes adjoining the Bay Ridge Development.

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ELEVENTH: The parties of the second part agree to keep the lot or lots free from dead or fallen trees, undesirable undergrowth, or debris. Failure to do so, the party of the first part is authorized to have this done, and the parties of the second part agree to pay the party of the first part the cost of this work, not to exceed $5.00 per lot per year, when the work is done.

TWELFTH: That it is distinctly understood and agreed between the parties hereto that all the covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed, and all subsequent owners and occupants hereof, until the first day of January, 1950.

No plat shown to or seen by the parties of the second part, and no negotiations between the parties hereto, with reference to any street, avenue, lane, road, walk or park space mentioned herein or any other conveyances to be executed to consummate the sale or secure the purchase money shall dedicate the same, such reference being merely forconvenience of description and the title to the beds thereof is hereby reserved.

The owners of this lot and family shall have access and right-of-way to the Bay and Lakes, at the nearest street end, or right-of-way, for bathing, boating, fishing, etc., but no right to build piers, boat shelters, or other buildings on the beach, or in the water without written permission from the party of the first part.

AND the said Grantor hereby covenants that he will warrant specially the lot of ground hereby intended to be conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS: the hand and seal of the within named Grantor.

Witness:

Martin J. Quigley George B. Williams (SEAL)

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY, that on this 24th day of May, in the year one thousand nine hundred and thirty-eight, before me, the subscriber,

LIBER 166 PAGE 30

a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared GEORGE B. WILLIAMS, unmarried, the within named Grantor, and he acknowledged the aforegoing Deed to be his act, and in my presence signed and sealed the same.

AS WITNESS, my hand and notarial seal.

Notary Public.

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I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk.

LIBER 166 PAGE 31

(2)

* D E E D *

From

GEORGE B. WILLIAMS, unmarried

To

MAYBELLE E. ROBINSON, ET AL

235

* ANNE ARUNDEL COUNTY *

Received for Record 6 day of June 1938, at 11-38 o'clock A.M. and same day recorded in Liber F. A. M., No. 184 Fol. 77 Land Records of Anne Arundel County, Frank Munroe Clerk.

4 00
1 50
4 50

THE
MARYLAND TITLE GUARANTEE
COMPANY
FIRST FLOOR, MUNSEY BUILDING
BALTIMORE, MD.

NO. 3031 2M 6-37

App. No. 50153

Written by PV:VCI

Approved by Powell Vickers Examiner

Ready for Record FCW

LIBER 166 PAGE 32

EX PARTE IN THE MATTER OF THE REAL ESTATE OF MAYBELLE ELLEN ROBINSON, an Incompetent	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10, 974 - Equity

* * * * *

D E C R E E

This case standing ready for hearing, and being submitted, testimony having been taken before one of the Standing Examiners of this Court, and the proceedings read and considered.

It is, thereupon, this 24th day of February 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the agreement mentioned in these proceedings be, and it is hereby, confirmed; and it is further ORDERED and DECREED that Thomas Lawrence, Committee for Maybelle Ellen Robinson, incompetent, be, and he is hereby, authorized and directed to execute a good and sufficient deed conveying all the right, title and interest of said incompetent in and to the property mentioned in these proceedings to Alvin M. Criner.

Benjamin Michaelson
Judge.

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Filed 24 Feb., 1955

E-116—1M—4-63.

PETITION FOR SALE OF PROPERTY

LIBER 166 PAGE 33

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

Vs.

FRANKLIN DORSEY and
MARY V. DORSEY, his wife
1700 Manning Road
Baltimore, Maryland
Defendants

Docket ---------- Folio ----------

Case No. 17,356

Filed ----------

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL
~~BALTIMORE~~ COUNTY, IN EQUITY

To the Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent s:

That on the 12th day of June A.D. 1961 the defendant s Executed and delivered to The American National Building and Loan Association of Baltimore City a mortgage upon certain leasehold property in ~~Baltimore~~ Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9,500.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after and default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That said mortgagors are presently in default under the covenants of said mortgage.

And your petitioner 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.

J. Purdon Wright

J. Purdon Wright
345 St. Paul Place
Baltimore, Maryland 21202
539-1789 Attorney for Plaintiff

FILED

1965 AUG -4 AM 9:39

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 1484 PAGE 354

LIBER 166 PAGE 34

MORTGAGE

THIS MORTGAGE, made this 12Th day of June, A. D. 19 61, by and between

Franklin Dorsey and Mary V. Dorsey, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The American National Building and Loan Association of Baltimore City a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Nine thousand five hundred and 00/100---------- Dollars ($9,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of five and one-quarter per centum (5 1/4 %) per annum until paid, principal and interest being payable at the office of The American National Building and Loan Association of Baltimore City in Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-two and 54/100--------- Dollars ($ 52.54), commencing on the first day of July, 1961, 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 June, 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. 13, Block 46, as shown upon Plat of Harundale Section 6, recorded among the Land Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1700 Manning Road.

BEING the same lot of ground described in an assignment of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County which was assigned and conveyed by Inland Realty, Inc. unto the herein mortgagors.

FILED

1965 AUG -4 AM 9:39

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

2

"Petitioner's Exhibit #1"

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

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for the residue of the term of years yet to come and unexpired therein with the benefit of renewal forever; subject to the payment of the annual rent of $150.00, payable half-yearly on the 12th days of June and December in each and every year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or J. Purdon Wright, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $75.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness: Catherine E. Preston
Catherine E. Preston

Franklin Dorsey [SEAL]
Franklin Dorsey

[SEAL]

Mary V. Dorsey [SEAL]
Mary V. Dorsey

[SEAL]

STATE OF MARYLAND, City of Baltimore to wit: BOOK 1484 PAGE 358

I HEREBY CERTIFY, That on this 12th day of June, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Franklin Dorsey and Mary V. Dorsey, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

1100

Catherine E. Preston
Catherine E. Preston Notary Public.

Rec'd for record June 21, 1961 at 10:19 A.M.
Mailed to American Natl. Bldg. + Loan Ass'n. of Balto. City

STATE OF MARYLAND

43025

Mortgage

FROM
FRANKLIN DORSEY AND
MARY V. DORSEY, HIS WIFE

TO
THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY

Received for Record 19 at 1484 o'clock M.
Same day recorded in Liber No. Folio &c., one of the Land Records of
and examined per
Cost of Record, $ 1100, Clerk.

RECEIVED FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1961 JUN 21 AM 10 19 RECORDED IN LIBER GTC NO. 1484 FOLIO 354 CLERK

☆ U.S. GOVERNMENT PRINTING OFFICE: 1957—O—427739

MR. CLERK
RETURN TO THE
AMERICAN NATIONAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
LEXINGTON & LIBERTY STREETS
BALTIMORE 1, MD.

1700 Manning Road

E-118—1 M—7-64.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
Complainant

VS.

FRANKLIN DORSEY and
MARY V. DORSEY, his wife
1700 Manning Road
Glen Burnie, Maryland
Defendants

LIBER 166 PAGE 38

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The American National Building and Loan Association of Baltimore City

under the mortgage from Franklin Dorsey and Mary V. Dorsey, his wife

to The American National Building and Loan Association of Baltimore City

dated the 12th day of June, 1961, and recorded among the Land Records of Baltimore County in Liber GTC No. 1484 Folio 354 etc.

Principal balance as of October 1, 1964	$ 9,021.30
Interest to September 30th, 1965	473.64
	$ 9,494.94
Debit balance in expense account	196.75
TOTAL DUE	$ 9,691.69

THE AMERICAN NATIONAL BUILDING AND
LOAN ASSOCIATION OF BALTIMORE CITY
BY: Howard I. Scaggs
Howard I. Scaggs, President

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

I HEREBY CERTIFY, that on this 3rd 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 said ~~County~~ City of Baltimore, personally appeared Howard I. Scaggs, President of The American National Building and Loan Association

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

Sue C. Dennis
Sue C. Dennis, Notary Public

FILED

1965 AUG -4 AM 9:30

6

M-11/59

LIBER 166 PAGE 39

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201

Complainant

VS.

FRANKLIN DORSEY and
MARY V. DORSEY, his wife
1700 Manning Road
Baltimore, Maryland

Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket No. ___, Folio____

Case No. _____

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, that on the 3rd day of August, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore (City), personally appeared Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City and made oath in due form of law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

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

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

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

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

Sue C. Dennis, Notary Public

Howard I. Scaggs, Affiant, President
The American National Building and Loan
Association of Baltimore City

FILED

1965 AUG -4 AM 9:39

7

E-117—1M—10-63.

LIBER 166 PAGE 40

Decree in Circuit Court for Baltimore County.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland, 21201
Complainant

Vs.

FRANKLIN DORSEY and
MARY V. DORSEY, his wife
1700 Manning Road
Glen Burnie, Maryland
Defendants

DOCKET_____ FOLIO_____

CASE NO. _____

FILED _____

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL
[redacted] **COUNTY**

_____TERM, 19___

DECREE FOR SALE OF MORTGAGED PREMISES

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

It Is Thereupon, this 4th day of August in the year nineteen hundred and sixty-five by the Circuit Court of ~~Baltimore~~ Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the mortgaged property in the proceedings mentioned to be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that J. Purdon Wright be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $8,750.00 Fair Value Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by and further Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Baltimore County as he shall think proper, of the time, place, manner and terms of sale, which shall be $500.00 cash at time and place of sale, the balance in cash at time of ratification of sale by the ~~the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to~~ Court, or all cash as purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their assigns the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagor, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
JUDGE

FILED

1965 AUG -4 PM 1:19

8

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY Lexington and Liberty Streets Baltimore, Maryland, 21201 Complainant	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
FRANKLIN DORSEY and MARY V. DORSEY, his wife 1700 Manning Road Glen Burnie, Maryland Defendants	:	IN EQUITY Case No. 17,356 Docket 23 folio 126

PETITION AND ORDER TO SUBSTITUTE TRUSTEE IN MORTGAGE FORECLOSURE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of J. Purdon Wright, Trustee in the above entitled foreclosure proceeding, respectfully represents:

1. That heretofore to wit: On the 4th day of August, 1965, your Petitioner was duly appointed Trustee by Decree of this Honorable Court to conduct the foreclosure proceedings on the leasehold premises known as 1700 Manning Road, Anne Arundel County, Maryland, in these proceedings mentioned.

2. That pursuant to said Decree, the auction sale has been scheduled for Monday, September 20th, 1965, at 4:00 P.M., and is currently being advertised in The Maryland Gazette.

3. That the said J. Purdon Wright, Trustee, as aforesaid now finds it impossible to attend said sale, thereby making it necessary for this Honorable Court to appoint a Substitute Trustee in the place and stead of the said J. Purdon Wright, pursuant to the provisions of Maryland Rules of Procedure, Rule W 74-C (2).

4. That J. Purdon Wright, Jr., is an associate in the law firm of J. Purdon Wright and is familiar with this foreclosure proceeding and the property to be sold herein.

FILED
1965 SEP 14 AM 11:29

9

WHEREFORE, Your Petitioner prays this Honorable Court to pass an Order in the premises appointing J. Purdon Wright, Jr., as Substitute Trustee to act in the place and stead of the said J. Purdon Wright in these proceedings.

AND, AS IN DUTY BOUND, etc.

J. Purdon Wright, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st 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 J. Purdon Wright, Trustee in the aforesaid foreclosure case, and made oath in due form of law that the matters and facts in the aforegoing Petition are true and correct to the best of his knowledge information and belief.

AS WITNESS my Hand and Notarial Seal.

Notary Public
Sue C. Dennis

LIBER 166 PAGE 43

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201 Complainant	: IN THE : CIRCUIT COURT : FOR : ANNE ARUNDELCOUNTY
vs.	: IN EQUITY
FRANKLIN DORSEY and MARY V. DORSEY, his wife 1700 Manning Road Glen Burnie, Maryland Defendants	: Case No. 17,356 Docket 23 folio 126

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 16th day of September, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED

That J. Purdon Wright, Jr., be and he is hereby appointed Substitute Trustee in the place and stead of J.Purdon Wright, under the Decree of this Court dated August 4, 1965, the Substitute Trustee to file approved Bond in accordance with the aforesaid Decree.

George Sachse
JUDGE

FILED

1965 SEP 16 PM 3:26

11

Judicial 10—MARYLAND—TRUSTEE TO

LIBER 166 PAGE 44

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 13 PAGE 263

No. 17,356 Equity

American National Building & Loan Association of Baltimore City

versus

Franklin Dorsey and Mary V. Dorsey, his wife

BOND OF TRUSTEE TO SELL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS: That we, J. Purdon Wright, Jr.

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Seven Hundred Fifty and 00/100 - - - - - - - - - - - - - Dollars ($ 8,750.00) 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 September in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN J. Purdon Wright, Jr.

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

American National Building & Loan Association of Baltimore City

versus

Franklin Dorsey and Mary V. Dorsey, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden J. Purdon Wright, Jr.

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

[signature] J. Purdon Wright (SEAL)
J. Purdon Wright, Jr.

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Thelma I. Barry
Witness as to Surety

By Robert J. Noeth
Robert J. Noeth, Attorney in fact

Bond approved this 17th day of September, 1965

Louis N. Phipps, Clerk

FILED

1965 SEP 17 AM 9:29

12

J. PURDON WRIGHT
Solicitor
345 St. Paul Place
Baltimore 2, M.D

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING

1700 MANNING ROAD
Harundale,

Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court for Anne Arundel County, Docket 23, folio 126, Case No. 17,356, the undersigned, Trustee will sell at public auction on the premises on

MON., SEPT. 20, 1965 AT 4 P.M.

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

BEING known and designated as Lot No. 13, Block 46, as shown upon Plat of Harundale Section 6, recorded among the Land Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1700 Manning Road. Subject to an annual ground rent of $150 and improved by 1-story ranch dwelling containing 5 rooms, bath, utility room etc.

Terms of Sale: Cash. A deposit of $500 required at time of sale, balance in cash upon final ratification by the Circuit Court for Anne Arundel County, in Equity, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, if any, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale. All Federal, State and County revenue stamps and transfer taxes to be paid by the purchaser.

13 No.

J. PURDON WRIGHT,
Trustee

ALEX COOPER AUCTS., Inc.
212 N. Calvert Street
Baltimore 2, Md.
PLaza 2-4868

S-16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 45

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17,356

1700 Manning 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 20th 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 A. Telephone

E-123—1 M—2-62.

REPORT OF SALE

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
a body corporate
Lexington and Liberty Streets
Baltimore, Maryland 21201
VS. Complainant

FRANKLIN DORSEY and
MARY V. DORSEY, his wife
1700 Manning Road
Glen Burnie, Maryland
Defendants

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ **COUNTY**
Docket 23 folio 126
Case No. 17356 Equity

LIBER 166 PAGE 46

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

The Report of Sale of J. Purdon Wright, Jr., Substitute Trustee appointed by the decree in the above entitled cause to make sale of leasehold property known as 1700 Manning Road, Glen Burnie, Maryland 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 ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said Substitute Trustee did pursuant to said notice on Monday the 20th day of September, 1965, at 4:00 o'clock, P. M., attend on the premises and then and there sold said leasehold property unto The American National Building and Loan Association of Baltimore City, Lexington and Liberty Streets, Baltimore, Maryland, 21201, the mortgagee herein, at and for the price of $8,750.00, it being the highest bidder at said sale.

FILED
1965 SEP 24 AM 9:31

J. Purdon Wright, Jr., Substitute Trustee.

State of Maryland/ ~~County~~ City of Baltimore, Sct.

I Hereby Certify, that on this 23rd day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City of Baltimore aforesaid, personally appeared J. Purdon Wright, Jr. Substitute Trustee and made oath that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Sue C. Dennis, Notary Public J. P.

14

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 23rd 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 Howard I. Scaggs, President of The American National Building and Loan Association of Baltimore City, purchaser at the foreclosure sale in this cause, and made oath in due form of law that it is the purchaser and purchased same as principal and not as an agent for anyone and that it has not directly or indirectly discouraged anyone from bidding for the said 1700 Manning Road, mentioned in the siad Report of Sale.

Sue C. Dennis
Notary Public

Howard I. Scaggs,
President, The American National Building and Loan Association of Baltimore City,
Affiant

FILED
1965 SEP 24 AM 9:31

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

FRANKLIN DORSEY and MARY V. DORSEY his wife

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

IN EQUITY

DOCKET 23 folio 126
Case No. 17356

LIBER 166 PAGE 48

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 21st Day of Sept, 1965

Mildred A. Dellman
Notary Public

MILDRED A. DELLMAN NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 SEP 24 AM 9:31

16

LIBER 166 PAGE 49

VS.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 20th day of September, 1965 sold the property described in the attached advertisement of sale at and for the sum of $ 8,750

to American Nat Bldg. Balto. Md.

he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 20th day of September 1965, purchased the property described in the attached advertisement of sale from J. Purdon Wright, Trustee at and for the sum of $_____ and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Purchaser

J. PURDON WRIGHT
Solicitor
345 St. Paul Place
Baltimore 2, M.D

Trustee's Sale

OF VALUABLE LEASEHOLD DWELLING

1700 MANNING ROAD
Harundale,

Anne Arundel County, Md.

By virtue of a Decree of the Circuit Court for Anne Arundel County, Docket 23, folio 126, Case No. 17,356, the undersigned, Trustee will sell at public auction on the premises on

MON., SEPT. 20, 1965 AT 4 P.M.

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

BEING known and designated as Lot No. 13, Block 46, as shown upon Plat of Harundale Section 6, recorded among the Land Records of Anne Arundel County in Plat Book 20, folio 29. The improvements thereon being known as No. 1700 Manning Road. Subject to an annual ground rent of $150 and improved by 1-story ranch dwelling containing 5 rooms, bath, utility room etc.

Terms of Sale: Cash. A deposit of $500 required at time of sale, balance in cash upon final ratification by the Circuit Court for Anne Arundel County, in Equity, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, if any, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale. All Federal, State and County revenue stamps and transfer taxes to be paid by the purchaser.

J. PURDON WRIGHT,
Trustee

ALEX COOPER AUCTS., Inc.
212 N. Calvert Street
Baltimore 2, Md.
PLaza 2-4868 S-16

FILED
1965 SEP 24 AM 9:31

17

LIBER 166 PAGE 50

ORDER NISI

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

FRANKLIN DORSEY and MARY V. DORSEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,356 Equity

Ordered, this 24th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of November next.

The report states that the amount of sale was $ 8,750.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

J. Purdon Wright, Atty.
(Final Order)

FOR: Maryland Gazette (Sept. 30th Edition)

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate

versus

FRANKLIN DORSEY and MARY V. DORSEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of NOVEMBER, 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 Gaither
JUDGE.

FILED

1965 NOV -4 PM 3:27

18

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201 Complainant	:	IN THE LIBER 166 PAGE 51
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
FRANKLIN DORSEY and MARY V. DORSEY, his wife 1700 Manning Road Glen Burnie, Maryland Defendants	:	Docket 23 folio 126 Case No. 17356

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of The American National Building and Loan Association of Baltimore City, by J.Purdon Wright, its Attorney, respectfully represents unto your Honor:

1. That J.Purdon Wright, Jr., Substitute Trustee, heretofore appointed herein to make the sale of the leasehold property mentioned in these proceedings by his Report of Sale heretofore filed herein, reported that he had sold said property to The American National Building and Loan Association of Baltimore City, mortgagee herein, at and for the price of $8,750.00.

2. That the said purchaser has since assigned all its right, title and interest to said property to W. J. Driver, As Administrator of Veterans Affairs.

WHEREFORE, Your Petitioner prays that this Honorable Court pass an Order substituting W.J. Driver, as Administrator of Veterans Affairs, as purchaser herein in the place and stead of The American National Building and Loan Association of Baltimore City.

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

J.Purdon Wright, Attorney

BY: Howard I. Scaggs, President

FILED 1965 SEP 24 AM 9:31

CONSENT OF TRUSTEE

J. Purdon Wright, Jr., Substitute Trustee, hereby consents to the substitution of W.J. Driver, as Administrator of Veterans Affairs, as purchaser in the place of The American National Building and Loan Association of Baltimore City.

J.Purdon Wright, Jr., Substitute Trustee

19

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate Lexington and Liberty Streets Baltimore, Maryland 21201 Complainant	: IN THE : CIRCUIT COURT : FOR : ANNE ARUNDEL COUNTY
vs.	: IN EQUITY
FRANKLIN DORSEY and MARY V. DORSEY, his wife 1700 Manning Road Glen Burnie, Maryland Defendants	: Docket 23 folio 126 Case No. 17356

O R D E R

Upon the aforegoing Petition and Consent of Substitute Trustee, it is this 24th day of September, 1965, by the Circuit Court for Anne Arundel County, In Equity

O R D E R E D

That W. J. Driver, as Administrator of Veterans Affairs, be and he is hereby substituted as Purchaser herein in the place and stead of The American National Building and Loan Association of Baltimore City.

E. Mackall Wilkinson
JUDGE

FILED
1965 SEP 27 AM 10:45

20

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,356 EQUITY

The American National Building And Loan Association Of Baltimore City a body corporate

versus

FRANKLIN DORSEY and MARY V. DORSEY, his wife

Ordered, this 24th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by J. Purdon Wright, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, one in each of three successive weeks before the 1st day of November next.

The report states that the amount of sale was $8,750.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 53

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,356 Franklin Dorsey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of November, 1965. The first insertion being made the 30th day of September, 1965.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1965 NOV -3 PM 1:56

By H. Tilghman

21 No. M. G. 8450

LIBER 166 PAGE 54

In the Case of

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

FRANKLIN DORSEY AND MARY V. DORSEY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,356 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 29 PM 1:45

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 15th 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 M. Phipps

Clerk

Per: Robert E. Wayson Deputy

FILED
1965 DEC 15 AM 8:47

22

Dr. Mortgaged Real Estate of Franklin Dorsey and Mary V. Dorsey, his wife

LIBER 166 PAGE 55

In Acct. with J. Purdon Wright, Jr., Substitute Trustee

				Cr.	
By	Amount of sale as per Substitute Trustee's Report of sale filed			8,750 00	
By	Interest 6% on deferred payment $8,750.00 from 9/20/65 to 11/5/65			65 70	
By	Adjustment, taxes from 9/20/65 to 6/30/66			157 07	
By	Adjustment, Harundale Maintenance charge, from 9/20/65 to 12/31/65			2 86	
					8,975 63
To	Substitute Trustee for fee, viz	75 00			
To	Substitute Trustee for commission, viz	292 50			
				367 50	
To	Substitute Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	35 50			
	Auditor, this account	35 00			
				80 50	
To	Substitute Trustee for expenses, viz				
	Capital-Gazette Press, Inc. Advertising & Nisi - sale	76 24			
	U. S. Fidelity and Guaranty Co. - bond	35 00			
	Alex Cooper Auctioneers Inc. - fee	35 00			
	Adjustment, ground rent from 6/12/65 to 9/20/65	45 06			
	Taxes from 7/1/65 to 6/30/66	201 91			
	Harundale Maintenance charge 1963, 1964 and 1965	31 20			
				424 41	
To	American National Building & Loan Assoc. of Baltimore City, Mortgagee on account of mortgage claim	8,103 22			
				8,103 22	
					8,975 63
	Balance due on mortgage as per mortgage				

claim filed	9,691	69
Interest 5¼% on principal balance		
$9,218.05 from 10/1/65 to 12/15/65	101	15
	9,792	84
Credit amount allowed above	8,103	22
This amount subject to decree in personam	1,689	62

LIBER 166 PAGE 57

IN THE MATTER OF	=	NO. 17,434 EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF PAUL A. ABELL AND	:	FOR
LOLA M. ABELL, HIS WIFE	:	ANNE ARUNDEL COUNTY

Dear Mr. Clerk:

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

Benjamin Michaelson, Jr.
152 Main Street
Annapolis, Maryland

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

FILED

1965 SEP -2 PM 4:05

LIBER 166 PAGE 58 No. 17,429 Equity

Form No. 1—County Fee

BOOK 1716 PAGE 161

PURCHASE MONEY

This Mortgage, made this 9TH day of DECEMBER ,

in the year one thousand nine hundred and SIXTY-THREE , between

PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE of

ANNE ARUNDEL COUNTY , in the State of Maryland, Mortgagor (s), and

Annapolis Federal Savings and Loan Association (formerly Enterprise Federal Savings and Loan Association of Annapolis) a body corporate, duly incorporated, Mortgagee.

Whereas the said Annapolis Federal Savings and Loan Association, has this day loaned to

PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE

the sum of SEVEN THOUSAND TWO HUNDRED AND NO/100----------($7,200.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FIFTY ONE AND 59/100----------($51.59)

dollars plus one-twelfth of the annual taxes, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE

do(th) grant, convey and assign unto said Annapolis Federal Savings and Loan Association, its successors and assigns, all THOSE lot s , piece s , or parcel s of ground situate,

lying and being in the SEVENTH election district of Anne Arundel County, State of Maryland, and described as follows:

ALL THOSE LOTS OF GROUND SITUATE IN ANNE ARUNDEL COUNTY:

1. BEGINNING AT A STONE ON THE EAST SIDE OF THE COUNTY ROAD LEADING FROM SHADYSIDE TO WEST SHADYSIDE, THENCE ON THE COUNTY ROAD, NORTH 21 DEGREES 05 MINUTES WEST 4.8 PERCHES, THENCE NORTH 70 DEGREES EAST 10 PERCHES, SOUTH 21 DEGREES 05 MINUTES EAST 4.8 PERCHES, THENCE SOUTH 70 DEGREES WEST 10 PERCHES TO THE PLACE OF BEGINNING. CONTAINING 48 SQUARE PERCHES, MORE OR LESS.

2. BEGINNING AT AN ANGLE IRON, THENCE NORTH 20 DEGREES 45 MINUTES WEST 79.20 FEET, THENCE NORTH 70 DEGREES EAST 149.50 FEET, THENCE SOUTH 31 DEGREES 45 MINUTES EAST 78.10 FEET, THENCE SOUTH 69 DEGREES WEST 163.68 FEET TO THE PLACE OF BEGINNING. CONTAINING 0.28 ACRES.

FILED

1965 SEP -2 PM 4:08

3

BEING THE SAME PROPERTY CONVEYED TO THE WITHIN NAMED MORTGAGORS, PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE, BY DEED FROM THOMAS L. FORNEY AND BERNIE L. FORNEY, HIS WIFE, DATED OF EVEN DATE HEREWITH, AND RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IMMEDIATELY PRIOR HERETO.

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

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

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

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

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

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE for THEMSELVES, THEIR heirs, personal representatives or assigns, covenant(s) with the said Annapolis Federal Savings and Loan Association, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS?

Samuel M. Ivrey

SAMUEL M. IVREY

Paul A. Abell (SEAL)
PAUL A. ABELL

(SEAL)

Lola M. Abell (SEAL)
LOLA M. ABELL

(SEAL)

State of Maryland, Anne Arundel County, to wit: BOOK 1716 PAGE 164

I HEREBY CERTIFY, that on this 9TH day of DECEMBER in the year one thousand nine hundred and SIXTY-THREE, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. GARDINER CHANEY, President of Annapolis Federal Savings and Loan Association, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Samuel M. Ivrey

SAMUEL M. IVREY Notary Public.

My commission expires on MAY 3, 19 65

Rec'd for record Dec. 10, 1963 at 2:48 P.M.

Mailed to Samuel M. Ivrey

6407 No. 17,429 Equity

Mortgage

FROM

PAUL A. ABELL AND

LOLA M. ABELL, HIS WIFE

TO

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

Property 1: 48 SQUARE PERCHES, MORE OR LESS, 2: 0.28 ACRES, SHADYSIDE, SEVENTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

Received for record

19 at o'clock M.

Same day recorded in Liber

No. folio &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 10.00

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

Property:

Description approved

Execution approved

ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION hereby assigned the within Mortgage to Benjamin Michaelson, Jr. for the purposes of foreclosure, this 2nd day of September, 1965.

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

ATTEST: ANNAPOLIS FEDERAL SAVINGS & LOAN ASSOCIATION

By: Peter J. Lombardi, Executive Vice President

SEP 2 '65 PM 5 7 9 9 CLK.CT.M.A.C. DONASL 1.00

LIBER 166 PAGE 62

IN THE MATTER OF THE	:	NO. 7491, EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
PAUL A. ABELL AND	:	FOR
LOLA M. ABELL, HIS WIFE	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Paul A. Abell and Lola M. Abell, his wife, said Mortgage dated December 9, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, folio 161; said Mortgage being in default.

Balance due on Principal to 8/31/65	$7,047.33
Interest to 9/30/65	35.14
Total	$7,082.47

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 PETER J. LOMBARDI, Executive Vice President of Annapolis Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its mortgage claim described herein, and that is has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Carole M. Turner
Carole M. Turner, Notary Public

My Commission Expires:

July 1, 1967

FILED

1965 SEP -2 PM 4:05

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

6

LIBER 166 PAGE 63

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

IN THE MATTER OF	:	NO. 17,459, EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF PAUL A. ABELL AND	:	FOR
LOLA M. ABELL, HIS WIFE	:	ANNE ARUNDEL COUNTY

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

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

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

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

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

(Peter) - Lombardi
Affiont

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

Carole M. Turner
Notary Public

NOTARY PUBLIC

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

FILED

1965 SEP -2 PM 4:05

7

Attorney's Sale

OF VALUABLE IMPROVED REAL ESTATE

46 Square Perches & 0.28 Acres
West Shady Side Road
Seventh Election District
Anne Arundel County, Maryland

Under and by virtue of the power of sale, contained in the Mortgage from PAUL A. ABELL and LOLA M. ABELL, his wife, said mortgage dated the 9th day of December, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, folio 161, the undersigned, as Assignee to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, ANNAPOLIS, MARYLAND, on:

TUESDAY, SEPT. 28, 1965, AT TEN O'CLOCK, A.M.

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County:

1. Beginning at a stone on the east side of the County Road leading from Shady Side to West Shady Side, thence on the County Road, north 21 degrees 05 minutes west 4.8 perches, thence north 70 degrees east 10 perches, south 21 degrees 05 minutes east 4.8 perches, thence south 70 degrees east 149.50 feet, the place of beginning. Containing 48 square perches, more or less.

2. Beginning at an angle iron, thence north 20 degrees 45 minutes west 79.20 feet, thence north 70 degrees east 149.50 fet, thence south 31 degrees 45 minutes east 78.10 fet, thence south 69 degrees west 163.68 feet to the place of beginning. Containing 0.28 acres.

BEING the same property conveyed to the within named Mortgagors, Paul A. Abell and Lola M. Abell, his wife, by deed from Thomas L. Forncy and Bernie L. Forney, his wife, dated the 9th day of December, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, folio 159.

THE SAID PROPERTY being improved by a one and one-half story frame dwelling, asphalt siding; first floor — living room, dining room, kitchen, two bedrooms, utility room; second floor — extra large bedroom, bath, hot water baseboard heat.

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

BENJAMIN MICHAELSON, Jr.
Assignee
152 Main Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer

S-24

No. 68

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 64

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1965

We hereby certify, that the annexed

Attorney's Sale

Paul A. Abell

No. 17,429 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 25th day of September, 1965. The first insertion being made the 3rd day of September, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Hodgkinson

FILED
1965 SEP 27 PM 1:59

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 166 PAGE 65

Equity #17,429

KNOW ALL MEN BY THESE PRESENTS:

LIBER 13 PAGE 269

That we, BENJAMIN MICHAELSON, JR. ********** 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 Ten Thousand and 00/100 ********** ($10,000.00) 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 28th day of September in the year of our Lord nineteen hundred sixty-five

Whereas, the above bounden BENJAMIN MICHAELSON, JR. As Assignee **********

by virtue of the power contained in a mortgage from Paul A. Abell and Lola M. Abell **********

to Annapolis Federal Savings and Loan Association

bearing date the 9th day of December, 1963 and recorded among the mortgage records of Anne Arundel County in Liber LNP No. 1716 Folio 161 and BENJAMIN MICHAELSON, 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 BENJAMIN MICHAELSON, 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 BENJAMIN MICHAELSON, 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:

Benjamin Michaelson, Jr. PRINCIPAL (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Ethel M. Carle

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

As to Surety

Bond approved this 28th day of Sept. 1965

Louis N. Phipps

FILED

1965 SEP 28 AM 9:55

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 1750 PAGE 66

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

48 Square Perches & 0.28 Acre
West Shady Side Road
Seventh Election District
Anne Arundel County, Maryland

Under and by virtue of the power of sale, contained in the Mortgage from PAUL A. ABELL and LOLA M. ABELL, his wife, said mortgage dated the 9th day of December, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, folio 161, the undersigned, as Assignee to foreclose in the event of default, default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, ANNAPOLIS, MARYLAND on:

TUESDAY, SEPTEMBER 28, 1965

AT 10 O'CLOCK A.M.

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County:

1. Beginning at a stone on the east side of the County Road leading from Shady Side to West Shady Side, thence on the County Road, north 21 degrees 05 minutes west 4.8 perches, thence north 70 degrees east 10 perches, south 21 degrees 05 minutes east 4.8 perches, thence south 70 degrees west 10 perches to the place of beginning. Containing 48 square perches, more or less.

2. Beginning at an angle iron, thence north 20 degrees 45 minutes west 79.20 feet, thence north 70 degrees east 149.50 feet, thence south 31 degrees 45 minutes east 78.10 feet, thence south 69 degrees west 163.68 feet to the place of beginning. Containing 0.28 acre.

BEING the same property conveyed to the within named Mortgagors, Paul A. Abell and Lola M. Abell, his wife, by deed from Thomas L. Forney and Bernie L. Forney, his wife, dated the 9th day of December, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, folio 159.

THE SAID PROPERTY being improved by a one and one-half story frame dwelling, asphalt siding: first floor—living room, dining room, kitchen, two bedrooms, utility room; second floor—extra large bedroom, bath, hot water baseboard heat.

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

Benjamin Michaelson, Jr.
Assignee
152 Main Street
Annapolis, Maryland

FILED
1965 OCT -8 PM 3:18

CONTRACT OF SALE

LIBER 166 PAGE 67

I HEREBY AGREE to purchase the property described on the reverse side of this handbill at and for the sum of $6500.00, and agree to comply with the terms of sale as set forth in the advertisement of sale and said handbill.

WITNESS:

Robert H. Campbell (SEAL)

(SEAL)

I HEREBY CERTIFY that on this 28th day of September, 1965, I sold the property described on the reverse side of this handbill, subject to the terms of sale set forth therein, at and for the sum of $6500.00, and received $650.00 as a deposit on said purchase price.

WITNESS:

Robert H. Campbell

Benjamin Michaelson, Jr. (SEAL)
Assignee

1965 OCT -8 PM 3:18

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LIBER 166 PAGE 68

IN THE MATTER OF THE	:	NO. 17,429 EQUITY
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
PAUL A. ABELL AND	:	FOR
LOLA M. ABELL, HIS WIFE	:	ANNE ARUNDEL COUNTY

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28th day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE C. HEIDER, and made oath in due form of law as follows:

1. That he purchased the property described in the Mortgage filed in these proceedings at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), that he made a deposit of Six Hundred Fifty Dollars ($650.00) at the time and place of sale, and he agreed to comply with the terms of sale as set forth in the advertisement of sale and handbill.

2. That he is acting for himself and not as agent for any other persons.

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

4. That the purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

AS WITNESS my hand and Notarial Seal.

Carole M. Turner
Carole M. Turner, Notary Public

My Commission Expires:
July 1, 1967

FILED
1965 OCT -8 PM 3:18

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

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IN THE MATTER OF	LIBER 166 PAGE 69	NO. 17,429 EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF PAUL A. ABELL AND	:	FOR
LOLA M. ABELL, HIS WIFE	:	ANNE ARUNDEL COUNTY

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

Thot the soid mortgage, being in default, having given bond with surety which was duly approved and having given twenty (20) days notice of time, place, manner and terms of sale by odvertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, State of Maryland, he did, pursuant to said notice of sale, attend in person at the COURTHOUSE DOOR, in the City of Annapolis, Morylond, on TUESDAY, SEPTEMBER 28, 1965, at TEN O'CLOCK, A.M., the time, and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell ot public sale the property mentioned in the said mortgage, to wit:

ALL THOSE LOTS OF GROUND situate in the Seventh Election District of Anne Arundel County:

1. Beginning at a stone on the east side of the County Road leoding from Shady Side to West Shady Side, thence on the County Road, north 21 degrees 05 minutes west 4.8 perches, thence north 70 degrees east 10 perches, south 21 degrees 05 minutes east 4.8 perches, thence south 70 degrees west 10 perches to the place of beginning. Containing 48 square perches, more or less.

2. Beginning at an angle iron, thence north 20 degrees 45 minutes west 79.20 feet, thence north 70 degrees east 149.50 feet, thence south 31 degrees 45 minutes east 78.10 feet, thence south 69 degrees west 163.68 feet to the place of beginning. Containing 0.28 acre.

FILED

1965 OCT -8 PM 3:18

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

13

BEING the same property conveyed to the within named Mortgagors, Paul A. Abell and Lola M. Abell, his wife, by Deed from Thomas L. Forney and Bernie L. Forney, his wife, dated the 9th day of December, 1963, and recorded among the Land Records of Anne Arundel County in Liber LNP 1716, folio 159.

Said property being sold to George C. Heider at and for the sum of Six Thousand Five Hundred Dollars ($6,500.00), he being at that price then and there, the highest bidder therefor.

The said Purchaser has agreed to comply with the terms of sale. The Agreement of the Purchaser, Certificate of the Assignee and Report of Sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Benjamin Michaelson, Jr.
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BENJAMIN MICHAELSON, JR., ASSIGNEE, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and the sale was fairly made.

Carole M. Turner
Carole M. Turner, Notary Public

My Commission Expires:
July 1, 1967

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

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ORDER NISI

LIBER 166 PAGE 71

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,429 Equity

Ordered, this 8th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by Benjamin Michaelson, Jr., Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of November next.

The report states that the amount of sale was $ 6,500.00

Louis N. Phipps Clerk.

True Copy

TEST: Clerk.

Benjamin Michaelson, Jr., Attorney FOR: Evening Capital (Oct. 14th Edition)

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL A. ABELL AND LOLA M. ABELL, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of Nov., 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. Paul Goldsborough, Jr.

JUDGE.

FILED

1965 NOV 16 PM 3:28

15

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Order Nisi

No. 17,429 Equity

In the matter of the mortgaged Real Estate of
PAUL A. ABELL and
LOLA M. ABELL, his wife

Ordered, this 8th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by Benjamin Michaelson, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of November next.

The report states that the amount of sale was $6,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
N-4

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNOEL COUNTY AOVERTISING

LIBER 166 PAGE 72

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,429
Paul A. Abell

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 15th day of November, 1965. The first insertion being made the 14th day of October, 1965

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 5-5-28

FILED
1965 NOV 15 PM 2:08

By H. Pilgrim

LIBER 166 PAGE 73

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
PAUL A. ABELL, et ux

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,429 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 26 PM 2:17

All of which is respectfully submitted.

November 26, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th 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: Constance B. Bell, deputy

FILED
1965 DEC 14 AM 11:14

16

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF PAUL A. ABELL and LOLA M. ABELL, his wife, LIBER 166 PAGE 74

In Acct. with BENJAMIN MICHAELSON, JR., Assignee

					Cr.	
1965, September 28,						
Proceeds of Sale	6,500	00				
Interest on deferred payment of $5,850.00 from						
9/28/65 to 11/19/65 @ 6%	51	68	6,551	68		
Refund 1965 taxes 9/28/65 to 6/30/66 (160.38)	121	18	121	18		
					6,672	86
To Assignee for fee, viz:	100	00				
To Assignee for commissions, viz:	226	55	326	55		
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	91	00				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Fidelity & Deposit Co. - bond premium	40	00				
Robert H. Campbell - auctioneer's fee	45	00				
One-half cost documentary stamps	10	73				
Carole M. Turner - notary fees	4	00				
L.N.Phipps, Clerk - recording assmt. of mortgage	1	00	224	76		
To Annapolis Federal Savings & Loan Assn. this						
balance on account of mortgage claim filed	6,048	55	6,048	55		
					6,672	86

Amount of Mortgage claim filed	7,082	47
Interest on principal balance of $7,047.33 from		
9/30/65 to 12/13/65 - 74 days @ 6%	85	84
	7,168	31
Credit - amount allowed above	6,048	55
Balance subject to Decree in Personam	1,119	76

LIBER 166 PAGE 76

JOHN S. MAHLE JR., ASSIGNEE
for the purpose of foreclosure
1101 Fidelity Building
Baltimore, Maryland 21201

vs.

JAMES R. CLOWER and
DARTHULA CLOWER, his wife
Box 11, Amelia Avenue
Glen Burnie, Maryland

: IN THE

CIRCUIT COURT

: FOR

ANNE ARUNDEL COUNTY

: IN EQUITY

No. 17,367 Equity

oooOooo

PETITION FOR FORECLOSURE UNDER POWER OF SALE

Please docket the above entitled case and file among the papers the following instruments, marked Plaintiff's Exhibits Nos. 1,2,3,4,5.

1. Mortgage from James R. Clower and Darthula Clower, his wife, to Monumental Engineering, Inc. dated November 16, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1525, page 36.

2. Assignment from Monumental Engineering, Inc. to Consolidated Security Savings & Loan Association, Inc. dated November 16, 1961 and recorded among the Land Records of Anne Arundel County In Liber 1525, page 37,

3. Assignment from Consolidated Security Savings & Loan Association, Inc. to Atlas Credit Corporation, etc. dated February 31, 1962 and recorded among the Land Records of Anne Arundel County in Liber 1525, page 37,

4. Assignment from Atlas Credit Corporation etc., to Consolidated Security Savings & Loan Association, Inc. dated December 16, 1964, and recorded among the Land Records of Anne Arundel County in Liber 1525, page 37.

5. Assignment from Consolidated Security Savings & Loan Association, Inc. to John S. Mahle Jr. Assignee for the purpose of foreclosure, dated May 20, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1867 page 313.

John S. Mahle Jr.

John S. Mahle Jr.
1101 Fidelity Building
Baltimore, Maryland 21201
Le9- 3816

FILED

1965 AUG 12 AM 9:06

DO NOT INDEX IN CHATTELLS Hallie G. Miller 20 Del-1 7110 Hallie G. Miller BOOK 1525 PAGE 38

Assistant Secretary

1-17,367 equity

THIS MORTGAGE, Made this 16th **day of** November, 19 61, **by and between**

James R. Clower and Darthula Clower, his wife

of Anne Arundel County, **in the State of Maryland, Mortgagors, and**

Monumental Engineering Inc., **Mortgagee.**

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of

Sixteen Thousand Six Hundred Sixty-Eight Dollars and no cents

Dollars ($16,668.00), and have agreed to repay the said sum in 144 consecutive monthly instalments of $ 115.75 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

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 the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns

all that lot of ground and premises located in Anne Arundel County, known as Lot #362,

Plat #5 of Chelsea Beach recorded in Plat Book #23, Folio #35

and more fully described in a Deed dated November 14, 1961 from Chesapeake Land Corporation

or intended to be recorded immediately prior hereto,

recorded among the Land Records of Anne Arundel County, Liber , Folio .

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.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, in fee simple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee; to pay a "late charge" of $.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

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, 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 Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the 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 he 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 hy operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

WITNESS, as to all:

W. G. Kelch

James R. Clower (SEAL)

Darthula Clower (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 16th day of November, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared James R. Clower and Darthula Clower, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown, President, who made oath in due form of law that he is the Agent of MONUMENTAL ENGINEERING, INC., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

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

Samuel H. Coulbourn, Notary Public

1961 DEC 12 AM 9:06 FILED

Recorded Nov 20, 1961 at 10:44 A.M.

LIBER 1525 PAGE 77

LIBER 166 PAGE 78 **ASSIGNMENT** BOOK 1525 PAGE 37

Baltimore, Maryland November 16 19 61

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

Consolidated Security Savings & Loan Association, Inc.

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

TEST:
Hallie G. Miller
Hallie G. Miller, Assistant Secretary

MONUMENTAL ENGINEERING, INC.

By: Richard A. Brown (SEAL)
Richard A. Brown, President

(SEAL)

Rec'd for record Nov. 20, 1961 at 10:44 A M.
Mailed to Monumental Engineering, Inc.

Consolidated Security Savings & Loan Association, Inc.

RECEIVED FOR RECORD the 20 day of NOV A.D. 1961, at 10:44 o'clock A M and recorded in Liber No. 1525 Folio 36 one of the Land Records, for Anne Arundel County.

REC'D FOR RECORD
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 NOV 20 AM 10:44
& RECORDED IN LIBER GTC
NO 1525 FOLIO 36
GEO. R. CROMWELL, CLERK

Clerk

his wife

MONUMENTAL ENGINEERING, INC.
2 Crain Highway, N.W.
Glen Burnie, Maryland

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 NOV 20 AM 10:44
& RECORDED IN LIBER GTC
NO 1525 FOLIO 37
GEO. R. CROMWELL, CLERK

MAR 9 1962

James R. Clower and Darthula Clower,

FROM

Mortgage

ASSIGNMENT

Glen Burnie, Maryland February 13 19 62

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

ATLAS CREDIT CORPORATION &/or ATLAS SUBSIDIARIES OF DELAWARE, INC.

AS WITNESS my/our hand (s) and seal (s) the day and year first above written.

(Corporate Seal Here)

TEST:
Martha A. Taylor
Martha A. Taylor, Ass't. Secretary

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

BY: Richard A. Brown (SEAL)
Richard A. Brown, President (SEAL)

1962 MAR 8 PM 3:56
RECORDED IN LIBER GTC
1525 FOLIO 37
GEO. R. CROMWELL, CLERK

Return To: Consolidated Security Savings
& Loan Association, Inc.
210 Crain Highway, N.W.
Glen Burnie, Maryland 21061

195-96P LIBER 166 PAGE 79

ASSIGNMENT

Melrose Park, Pennsylvania Dec. 16, 1964

FOR VALUE RECEIVED, We hereby assign the within Mortgage and the debt thereby secured to

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

AS WITNESS, our hand (s) and aeal (s) the day and year first above written.

ATLAS CREDIT CORPORATION &/or
ATLAS SUBSIDIARIES OF DELAWARE, INC.

TEST: Sidney Wolgin
Sidney Wolgin, Secretary

BY: Jerome J. Cohen V.P.
Jerome J. Cohen
Vice President

S/C
RECD FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1965 FEB 24 AM 9:47
& RECORDED IN LIBER LNP
NO. 166 FOLIO 79
LOUIS N. PHIPPS, CLERK

ASSIGNMENT OF MORTGAGE.—Form 11.

BOOK 1867 PAGE 313

No. 17,367 Equity

LIBER 166 PAGE 80

This Deed, Made this twentieth day of May

in the year one thousand nine hundred and sixty-five by CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

of Glen Burnie, Anne Arundel County, State of Maryland

WITNESSETH, that in consideration of the sum of One Dollar ($1.00)

Dollars,

the said CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

do es hereby grant and assign ~~unto~~ FOR THE PURPOSE OF FORECLOSURE unto JOHN S. MAHLE, JR., ASSIGNEE

all its right, title and interest in a certain mortgage made to Monumental Engineering, Inc.

by James R. Clower and Darthula Clower, his wife

dated the 16th day of November 1961, and recorded among the Land Records of Anne Arundel County, State of Maryland in Liber No. 1525 Folio 36, etc.,

AS WITNESS the corporate ~~hand~~ and seal the day and year first above written, and the signature of Richard A. Brown, the President thereof.

TEST:

Martha A. Taylor, Secretary-Treasurer

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. [SEAL]

BY: Richard A. Brown [SEAL]
Richard A. Brown, President

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

I Hereby Certify, That on this twentieth day of May in the year one thousand nine hundred and sixty-five before me, the subscriber, a Notary Public ~~Justice of the Peace~~ of the State of Maryland, in and for the county of Anne Arundel aforesaid, personally appeared Richard A. Brown, President of Consolidated Security Savings & Loan Association, Inc.

and he acknowledged the foregoing Assignment of Mortgage to be act.

As witness my hand and Notarial Seal.

My Commission Expires July 1, 1965

James D. Brown
Notary Public ~~Justice of the Peace~~

FILED Rec'd for record June 7 1965 at 1:49 P.M.

1965 AUG 12 AM 9:06 Mailed to J. Mahle

$.00

4

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

LIBER 166 PAGE 81

JOHN S. MAHLE JR. Assignee

for the purpose of foreclosure

vs.

JAMES R. CLOWER and

DARTHULA CLOWER, his wife

IN THE

CIRCUIT COURT

~~OR~~ FOR

~~BALTIMORE~~ ANNE ARUNDEL COUNTY IN EQUITY

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

No 17,367 Equity

Military Affidavit

County

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John S. Mahle Jr. Assignee for the purpose of foreclosure

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

are

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

are

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

have

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

are

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

John S. Mahle Jr.

John S. Mahle Jr. *Affiant.*

Subscribed and sworn to before me this 11th day of August 1965

Alice F. Alexander

Notary Public

ALICE F. ALEXANDER NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1965 AUG 12 AM 9:07

6

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN S. MAHLE, JR. :

Assignee :

Vs. : Equity No. 17,367

JAMES R. CLOWER and :

DARTHULA CLOWER, his wife :

Defendants :

LIBER 1966 PAGE 82

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

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 28th day of July, 1965, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Richard A. Brown, the President of Consolidated Security Savings & Loan Association, Inc., the holder of a mortgage dated November 16, 1961, recorded in Liber G.T.C. No. 1525, Folio 36, etc., one of the Land Records of Anne Arundel County, Maryland from James R. Clower and Darthula Clower, his wife, and made oath in due form of law that the following account represents the balance due and owing upon the mortgage filed for foreclosure in the above entitled cause.

Principal Balance Due	$9,625.43
Interest on principal from 10/9/63 through 7/28/65 at 6% per annum	1,040.75
Unpaid Late charges through 6/20/65 payment	160.00
1963, 1964, and 1/2 Year 1965 Real Estate Taxes, interest and penalties thereon paid June 2, 1965	430.62
Balance Due	$11,256.80

9625.43
430.62
1080.05

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

BY: _____
Richard A. Brown, President

SUBSCRIBED AND SWORN to before me this 28th day of July, 1965.

_____
Martha A. Taylor NOTARY PUBLIC

My commission expires July 1, 1967.

FILED

1965 AUG 12 AM 9:07

7

Jud. 14042.
ASSIGNEE'S
MORTGAGE OR ATTORNEY'S BOND

LIBER 13 PAGE 239

Equity No. 17,367

LIBER 166 PAGE 83

Know all Men by these Presents:

THAT WE John S. Mahle, Jr.

of 1101 Fidelity Building, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand and No/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, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 2nd *day of* August *in the year of our Lord nineteen hundred and* sixty-five.

WHEREAS, the above bounden John S. Mahle, Jr.
assignment of
by virtue of/a power contained in mortgage from James R. Clower and Darthula Clower his wife

to Monumental Engineering, Inc.

dated November 16, 1961 *and recorded in Liber No.* 1525 *folio* 36 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* John S. Mahle, Jr.

by assignment of power
is about to execute the power vested in him/in said mortgage;

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

Signed, sealed and delivered in the presence of

Margaret L. Rosenstiel

John S. Mahle, Jr. [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans, *Attorney-in-Fact.*

ATTEST: L. Pill
L. Pill

FILED
1965 AUG 12 AM 9:07

Entered this 12th day of August 1965
Laura L. Phipps, Clerk

8

JOHN S. MAHLE, JR.
Attorney
1101 Fidelity Building
Baltimore, Maryland

Assignee's Sale

VALUABLE FEE-SIMPLE RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from James R. Clower and Darthula Clower, his wife, to Monumental Engineering, Inc., dated November 16, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1525, page 36, etc., (default having occurred thereunder) and by mesne assignments to John S. Mahle Jr. (for the purpose of foreclosure) the undersigned assignee will sell at public auction at the Court House door, Annapolis, Maryland on

SAT., SEPT. 18, 1965 AT 11:20 O'CLOCK A.M.

All that lot of ground and improvements thereon and described as follows:

Lot 362; Plat No. 5 of Chelsea Beach recorded among the Plat records of Anne Arundel County, Maryland in Plat Book 23, Folio 35.

In Fee Simple and improved by a ranch type dwelling.

Subject to all restrictions, easements and conditions of record affecting same.

Terms of Sale: Cash. Deposit $500 at time of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County. Interest charged on balance of unpaid purchase money from day of sale to date of settlement. Taxes and all other expenses including District Liens, if any, adjusted to date of sale. Documentary stamps and transfer tax, if any, to be paid by purchaser.

JOHN S. MAHLE, JR.,
Assignee

E. T. NEWELL & CO., INC.
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
PL.-2-3580

S-16

9 N.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 84

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1965

We hereby certify, that the annexed

Assignee's Sale
No. 17,367 Eq
James R. Clower 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 18th 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. Tilghman Asst.

E. T. Newell & Co., Inc.
120-26 W. NORTH AVENUE BALTIMORE, MD. 21201

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of September, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John S. Mahle Jr., 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, United Mortgage Corporation,) and they are a Maryland corporation

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

John S. Mahle (SEAL)
John S. Mahle Jr. agent

(SEAL)
Purchaser

1101 Fidelity Building, Balto. Md. 21201
Address

Alice E. Alexander
Notary Public

ALICE E. ALEXANDER NOTARY PUBLIC BALTIMORE CO., MD.

FILED
1965 SEP 22 AM 11:41

10

REPORT OF SALE

LIBER 166 PAGE 86

JOHN S. MAHLE JR. , Assignee for
the purpose of foreclosure
vs.
JAMES R. CLOWER and
DARTHULA CLOWER, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

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

17,367

The Report of Sale of John S. Mahle Jr. Assignee for the purpose of foreclosure

~~Trustee~~ appointed by the decree in the above entitled cause, to make sale of

Lot 362, Plat No 5 of Chelsea Beach

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

Anne Arundel County

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Saturday the 18th day of September 1965 at 11:20 o'clock A. M. attend ~~on the premises~~ at the court house door and then and there sold the property mentioned in said proceedings to UNITED MORTGAGE CORPORATION, a body corporate of the State of Maryland, which was the highest bidder at and for the sum of Eight thousand ($8,000.00) Dollars which was the higest sum bid therefore.

A copy of the adverstisement is attached hereto and is intended to be a part hereof.

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

1965 SEP 22 AM 11:41
FILED

State of Maryland, ~~City~~ County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 21 st day of September 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared

John S. Mahle Jr. Assignee

~~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.

ALICE E. ALEXANDER NOTARY PUBLIC BALTIMORE CO., MD.

As witness my hand and Notarial Seal,

Alice E. Alexander *Notary Public.*
Alice E. Alexander

JOHN S. MAHLE, JR.,
Assignee

E. T. NEWELL & CO., INC.
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
HI. 2-3580 S-16

JOHN S. MAHLE, JR.,
Attorney
1101 Fidelity Building
Baltimore, Maryland

Assignee's Sale

VALUABLE FEE-SIMPLE RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Joseph W. Hill and Velma E. Hill, his wife, to Monumental Engineering, Inc. dated November 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1526, page 239, etc., (default having occurred thereunder) and by mesne assignments to John S. Mahle, Jr. (for the purpose of foreclosure), the undersigned assignee will sell at public auction at the Court House door, Annapolis, Maryland on

SAT., SEPT. 18, 1965 AT 11:10 O'CLOCK A.M.

All that lot of ground and improvements thereon situate and described as follows:

Lot 11-A, Plat No. 4 of Chelsea Beach.

In Fee Simple and improved by a ranch type dwelling.

Subject to all restrictions, easements and agreements of record affecting same.

Terms of Sale: Cash. Deposit $500 at time of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County. Interest charged on balance of unpaid purchase money from day of sale to date of settlement. Taxes and all other expenses including District Liens, if any, adjusted to date of sale. Documentary Stamps and transfer tax, if any, to be paid by purchaser.

JOHN S. MAHLE, JR.,
Assignee

John S. Mahle, Jr., Atty.
1101 Fidelity Bldg.
Balto. Md.

For the Maryland Gazette
(Sept 30th Edition)

LIBER 166 PAGE 88

ORDER NISI

JOHN S. MAHLE, JR., Assignee for the purpose of Foreclosure

versus

JAMES R. CLOWER and DARTHULA CLOWER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,367 Equity

Ordered, this 22nd day of September, 19 65, That the sale of the property in these proceedings mentioned made and reported by John S. Mahle Jr. Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of November next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

versus

JAMES R. CLOWER and DARTHULA CLOWER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th 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. Marshall Wilder
-JUDGE.

FILED
1965 NOV -4 PM 3:27

12

LIBER 166 PAGE 89

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,367 EQUITY

JOHN S. MAHLE, JR., Assignee for the purpose of Foreclosure

versus

JAMES R. CLOWER and DARTHULA CLOWER, his wife

Ordered, this 22nd day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by John S. Mahle Jr. Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of November next.

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

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 19 65

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,367
James R. Clower

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of November, 19 65. The first insertion being made the 30th day of September, 19 65.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildsley

FILED
1965 NOV -3 PM 1:56

13 No. M. G. 8446

LIBER 166 PAGE 90

In the Case of

JOHN S. MAHLE, JR., ASSIGNEE, etc.

VS.

JAMES R. CLOWER AND
DARTHULA CLOWER, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,367 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 DEC -2 AM 11:02 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th 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 M. Phipps
Clerk
Per: Constance B. Tolchin, deputy

FILED
1965 DEC 20 AM 9:04

14

15

Dr. Mortgaged Real Estate of James R. Clower and Darthula Clower, his wife

LIBER 166 PAGE 91

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

				Cr.	
By	Amount of sale as per Assignee's Report				
	of Sale filed			8,000 00	
By	Interest 6% on deferred payment				
	$7,500.00 from 9/16/65 to 11/5/65			61 25	
					8,061 25
To	Assignee, for fee, viz	50 00			
To	Assignee, for commission, viz	270 00			
				320 00	
To	Assignee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	28 00			
	Clerk, recording assignment mortgage	3 00			
	Auditor, this account	35 00			
				76 00	
To	Assignee, for expenses, viz				
	Capital-Gazette Press, Inc.				
	Advertising & Nisi - sale	79 76			
	Maryland Casualty Co. - bond	48 00			
	E. T. Newell & Co., Inc., auctioneer's fee	75 00			
				202 76	
To	Consolidated Security Savings & Loan				
	Assoc., Inc., Mortgagee on account of				
	mortgage claim	7,462 49			
				7,462 49	
					8,061 25
	Balance due on mortgage as per mortgage				
	claim filed	11,256 80			
	Interest 6% on principal balance				
	$10,056.05 from 7/29/65 to 12/16/65	301 50			
		11,558 30			
	Credit amount allowed above	7,462 49			
	This amount subject to decree in personam	4,095 81			

LIBER 166 PAGE 92

JOHN S. MAHLE JR., Assignee for the purpose of foreclosure
1101 Fidelity Building
Baltimore, Maryland 21201

vs.

JOSEPH W. HILL and
VELMA E. HILL, his wife
Route 5, Box 386 H.
Pasadena, Maryland

: IN THE

CIRCUIT COURT

: FOR

ANNE ARUNDEL COUNTY

: IN EQUITY

No. 17,368 Equity

oooOooo

PETITION FOR FORECLOSURE UNDER POWER OF SALE

Please docket the above entitled case and file among the papers the following instruments, marked Plaintiff's Exhibits Nos. 1,2,3,4,5.

1. Mortgage from Joseph W. Hill and Velma E. Hill, his wife, to Monumental Engineering, Inc. dated November 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1526, page 239 etc.,

2. Assignment from Monumental Engineering, Inc. to Consolidated Security Savings & Loan Association, Inc. dated November 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1525, page 240,

3. Assignment from Consolidated Security Savings & Loan Association Inc. to Atlas Credit Corporation etc.,, dated February 13, 1962 and recorded among the Land Records of Anne Arundel County in Liber 1526, page 240.

4. Assignment from Atlas Credit Corporation, etc., to Consolidated Security Savings & Loan Association, Inc. dated December 16, 1964 and recorded among the Land Records of Anne Arundel County in Liber 1526, page 240

5. Assignment from Consolidated Security Savings & Loan Association, Inc. to John S. Mahle Jr. Assignee for the purpose of foreclosure, dated May 20, 1965 and recorded among the Land Records of Anne Arundel County in Liber 1867, page 312.

John S. Mahle Jr.
1101 Fidelity Building
Baltimore, Maryland 21201
Le9-3816

FILED

1965 AUG 12 AM 9:18

BOOK 1520 PAGE 239

DONOT INDEX IN CHATTELLS Hallie G. Miller, 20 Dec 1917 Hallie G. Miller Assistant Secretar

THIS MORTGAGE, Made this 24th day of November, 19 61, by and between

Joseph W. Hill and Velma E. Hill, his wife

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

MONUMENTAL ENGINEERING, INC., Mortgagee.

No. 17,368 Equity

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of

Thirteen Thousand, Six Hundred Eighty-five and 76/100

Dollars ($13,685.76), and have agreed to repay the said sum in 144 consecutive monthly instalments of

$ 95.04 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum, and to secure the payment of which this Mortgage is executed.

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 the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns all that lot of ground and premises located in Anne Arundel County, known as Lot 11-A, Plat #4, Chelsea Beach

and more fully described in a Deed dated 11/20/61, from Chesapeake Land Corporation

or intended to be recorded immediately prior hereto recorded among the Land Records of Anne Arundel County, Liber ..... Folio .....

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $22.00

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.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenancea aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, in fee simple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $.50 $.50

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable, and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee; to pay a "late charge" of $.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $2.20 $2.20

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

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, 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 Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the 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 tbe 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 singulsr, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

WITNESS, as to all:

W. G. Kelch

Joseph W. Hill (SEAL)

Velma E. Hill (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, Baltimore City, } to wit:

I HEREBY CERTIFY, That on this 24th day of November, 19 61, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared Joseph W. Hill and Velma E. Hill, his wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time appeared Richard A. Brown, President, who made oath in due form of law that he is the Agent of MONUMENTAL ENGINEERING, INC., the Mortgagee, and duly authorized to make this affidavit, and as said Agent, made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and I, the subscriber, hereby further certify that the persons named in this acknowledgment are personally known to me to be the same persons mentioned in the caption of the aforegoing Mortgage, who, in my presence, signed and sealed the same.

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

Edwin F. Duncan Notary Public

MY COMMISSION EXPIRES MAY 6, 1963

1965 AUG 12 AM 9:18

Recorded Nov. 27, 1961 at 10:05 A.M.

BOOK 1520 PAGE 166 93

BOOK 1526 PAGE 240

MAR 9 1962

ASSIGNMENT

LIBER 166 PAGE 94

Baltimore, Maryland November 24, 1961

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

Consolidated Security Savings & Loan Association, Inc.

AS WITNESS my/our hand (s) and seal (s) the day and year first above written.

(Corporate Seal Here.)

MONUMENTAL ENGINEERING, INC.

By: Richard A. Brown (SEAL)
Richard A. Brown, President

(SEAL)

ATTEST:
Hallie G. Miller
Hallie G. Miller
Assistant Secretary

Rec'd for record Nov. 27 1961 at 10:05 A.M.
Mailed to Monumental Engineering, Inc.

REC'D FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1961 NOV 27 AM 10: 05
& RECORDED IN LIBER GTC
NO 1526 FOLIO 240
CROMWELL, CLERK

Mortgage

FROM Joseph W. Hill and

Velma E. Hill, his wife

TO

MONUMENTAL ENGINEERING, INC.
P. O. BOX 5
Severna Park, Maryland

ASSIGNED TO

Consolidated Security Savings & Loan Association, Inc.

RELEASE

FOR VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this

day of 19

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

ATTEST:

Clerk.

RECEIVED FOR RECORD IN
LAND RECORDS OF
ANNE ARUNDEL COUNTY
1965 FEB 24 AM 9: 44
& RECORDED IN LIBER LNP
NO. 1526 FOLIO 240
LOUIS N. PHIPPS, CLERK

Return To: Consolidated Security Savings
& Loan Association Inc.
210 Crain Highway, N.W.
Glen Burnie, Maryland 21 061

ASSIGNMENT

95567

Melrose Park, Pennsylvania Dec. 16, 1967

FOR VALUE RECEIVED, We hereby assign the within Mortgage and the debt thereby secured to

CONSOLIDATED SECURITY SAVINGS AND LOAN ASSOCIATION, INC.

AS WITNESS, our hand (s) and seal (s) the day and year first above written.

ATLAS CREDIT CORPORATION &/or
ATLAS SUBSIDIARIES OF DELAWARE, INC.

BY: Jerome J. Cohen,
Vice President

TEST: Sidney Wolgin, Secretary

ASSIGNMENT

LIBER 166 PAGE 95

Glen Burnie, Maryland February 13 1962

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

ATLAS CREDIT CORPORATION &/or ATLAS SUBSIDIARIES OF DELAWARE, INC.

AS WITNESS my/our hand (s) and seal (s) the day and year first above written.

(Corporate Seal Here)

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

TEST: Martha A. Taylor

Martha A. Taylor, Ass't. Secretary

BY: Richard A. Brown (SEAL)

Richard A. Brown, President (SEAL)

FOR
D REC
RUNDE
-8 AM 8:5
Book 1526
FOLIO 240
HOMWELL, CLERK

ASSIGNMENT OF MORTGAGE.—Form 11.

BOOK 1867 PAGE 312

LIBER 166 PAGE 96

No. 17,368 Eq.

This Deed, Made this twentieth day of May

in the year one thousand nine hundred and sixty-five by CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

of Glen Burnie, Anne Arundel County, State of Maryland

WITNESSETH, that in consideration of the sum of One Dollar (1.00)

Dollars,

the said CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC.

do es hereby grant and assign ~~xxxxx~~ FOR THE PURPOSE OF FORECLOSURE unto JOHN S. MAHLE, JR., ASSIGNEE

all its right, title and interest in a certain mortgage made to Monumental Engineering, Inc.

by Joseph W. Hill and Velma E. Hill, his wife

dated the 24th day of November 1961, and recorded among the Land Records of Anne Arundel County, State of Maryland in Liber No. 1526 Folio 239, etc.,

AS WITNESS/ the corporate ~~hand xxxxx~~ seal the day and year first above written, and the signature of Richard A. Brown, the President thereof.

TEST:

Martha A. Taylor, Secretary-Treasurer

CONSOLIDATED SECURITY SAVINGS & LOAN ASSOCIATION, INC. [SEAL]

BY: [SEAL]
Richard A. Brown, President

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

I Hereby Certify, That on this twentieth day of May in the year one thousand nine hundred and sixty-five before me, the subscriber, a Notary Public ~~Justice of the Peace~~ of the State of Maryland, in and for the county of Anne Arundel aforesaid, personally appeared Richard A. Brown, the President of Consolidated Security Savings & Loan Association, Inc. and he acknowledged the foregoing Assignment of Mortgage to be the corporate act.

As witness my hand and Notarial Seal.

My Commission expires July 1, 1965

Notary Public ~~Justice of the Peace~~
James D. Brown

3.00

Rec'd for record June 7 1965 at 1:46 P.M.

Mailed to J. Mahle

FILED

1965 AUG 12 AM 9:18

4

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

LIBER 166 PAGE 97

JOHN S. MAHLE JR. Assignee for

the purpose of foreclosure

vs.

JOSEPH W. HILL and

VELMA E. HILL, his wife

IN THE

CIRCUIT COURT

~~XXX~~ FOR

~~XXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY IN EQUITY

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

No. 17,368 Equity

Military Affidavit

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

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John S. Mahle Jr. Assignee for the purpose of foreclosure

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

John S. Mahle Jr. *Affiant.*

Subscribed and sworn to before me this 11th day of August 1967

Notary Public

ALICE F. ALEXANDER NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1967 AUG 12 AM 9:18

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN S. MAHLE, JR. :

Assignee :

Vs. : Equity No. 17,368

JOSEPH W. HILL and :

VELMA E. HILL, his wife :

Defendants : LIBER 166 PAGE 98

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

AFFIDAVIT OF INDEBTEDNESS

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY that on this 28th day of July, 1965, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Richard A. Brown, the President of Consolidated Security Savings & Loan Association, Inc., the holder of a mortgage dated November 24, 1961, recorded in Liber G.T.C. No. 1526, Folio 239, etc., one of the Land Records of Anne Arundel County, Maryland from Joseph W. Hill and Velma E. Hill, his wife, and made oath in due form of law that the following account represents the balance due and owing upon the mortgage filed for foreclosure in the above entitled cause.

Principal Balance Due	$7,245.68
Interest on principal from 1/3/64 through 7/28/65 at 6% per annum	681.89
Unpaid Late Charges through 6/20/65 payment	119.75
1963, 1964, and 1/2 Year 1965 Real Estate Taxes, interest and penalties thereon paid June 2, 1965	244.83
Balance Due	$8,299.15

7245.68
244.83
119.75

CONSOLIDATED SECURITY SAVINGS
& LOAN ASSOCIATION, INC.

BY: _____
Richard A. Brown, President

SUBSCRIBED AND SWORN to before me this 28th day of July, 1965.

_____
Martha A. Taylor NOTARY PUBLIC

My commission expires July 1, 1967

FILED
1965 AUG 12 AM 9:18

7

LIBER 13 PAGE 240

Jud. 14042.
ASSIGNEE'S
~~MORTGAGEE OR ATTORNEYS'~~ BOND

No. 17,368 Equity

LIBER 166 PAGE 99

Know all Men by these Presents:

THAT WE John S. Mahle, Jr.

of 1101 Fidelity Building, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and No/100 ($9,000.00) - - - - - - - - - - - - - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 2nd *day of* August *in the year of our Lord nineteen hundred and* sixty-five.

WHEREAS, the above bounden John S. Mahle, Jr.
by virtue of/a power contained in mortgage from assignment of JOSEPH W. HILL and VELMA E. HILL, HIS WIFE

to MONUMENTAL ENGINEERING, INC.

dated November 24, 1961 *and recorded in Liber No.* 1526 *folio* 239 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* John S. Mahle, Jr. *is about to execute the power vested in him/in said mortgage;* by assignment of power

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

Signed, sealed and delivered in the presence of

Margaret R. Rosenstock

John S. Mahle, Jr. [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans, *Attorney-in-Fact*

ATTEST:

L. Pill

FILED
1965 AUG 12 AM 9:18

Bond approved this 12th day of August, 1965

Louis N. Phipps, Clerk

JOHN S. MAHLE, JR.
Attorney
1101 Fidelity Building
Baltimore, Maryland

Assignee's Sale

VALUABLE FEE-SIMPLE RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Joseph W. Hill and Velma E. Hill, his wife, to Monumental Engineering, Inc. dated November 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1526, page 239, etc. (default having occurred thereunder) and by mesne assignmente to John S. Mahle, Jr. (for the purpose of foreclosure), the undersigned assignee will sell at public auction at the Court House door, Annapolis, Maryland on

SAT., SEPT. 18, 1965 AT 11:10 O'CLOCK A.M.

All that lot of ground and improvements thereon situate and described as follows:

Lot 11-A, Plat No. 4 of Chelsea Beach.

In Fee Simple and improved by a ranch type dwelling.

Subject to all restrictions, easements and agreements of record affecting same.

Terms of Sale: Cash. Deposit $500 at time of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County. Interest charged on balance of unpaid purchase money from day of sale to date of settlement. Taxes and all other expenses including District Liens, if any, adjusted to date of sale. Documentary Stamps and transfer tax, if any, to be paid by purchaser.

JOHN S. MAHLE, JR.,
Assignee

E. T. NEWELL & CO., INC.
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
PL. 2-3580

S-16

9 N

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 100

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1965

We hereby certify, that the annexed

Assignee's Sale
No 17,368 Eq
Joseph W. Hill

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of 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. Tilghman

E. T. Newell & Co., Inc.

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

LIBER 166 PAGE 101

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20 th day of September, 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John S. Mahle Jr., 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, United Mortgage Corporation,) and they are a Maryland corporation

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

John S. Mahle Jr. (SEAL)

John S. Mahle Jr. agent

(SEAL)

Purchaser

1101 Fidelity Building Balto. Md. 21201

Address

Alice E. Alexander

Notary Public

ALICE E. ALEXANDER NOTARY PUBLIC BALTIMORE CO., MD.

FILED

1965 SEP 22 AM 11:43

10

REPORT OF SALE 17,368

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

vs.

JOSEPH W. HILL and VELMA E. HILL, his wife

IN THE LIBER 166 PAGE 102

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

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

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

Lot 11-A, Plat No. 4 of Chelsea Beach

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

the Maryland Gazette

Anne Arundel County

a weekly ~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Saturday the 18th day of September 19 65 at 11:10 o'clock A. M. attend on the premises and then and there sold the property mentioned in said proceedings to UNITED MORTGAGE CORPORATION, a body corporate of the State of Maryland, which was the highest bidder at and for the sum of Six thousand ($6,000.00) Dollars which was the highest sum bid therefore.

a copy of the advertisement is attached hereto and in intended to be a part hereof.

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

FILED
1965 SEP 22 AM 11:42

State of Maryland, ~~City~~ County of Baltimore, Sct:

I HEREBY CERTIFY, That on this 21st day of September 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared

John S. Mahle Jr. Assignee for the purpose of foreclosure ~~Trustee~~, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Alice E. Alexander
Alice E. Alexander *Notary Public.*

ALICE E. ALEXANDER NOTARY PUBLIC BALTIMORE CO., MD.

JOHN S. MAHLE, JR.,
Attorney
1101 Fidelity Building
Baltimore, Maryland

Assignee's Sale

VALUABLE FEE-SIMPLE RANCH TYPE DWELLING

Under and by virtue of the power and authority contained in a mortgage from Joseph W. Hill and Velma E. Hill, his wife, to Monumental Engineering, Inc. dated November 24, 1961 and recorded among the Land Records of Anne Arundel County in Liber 1526, page 239, etc. (default having occurred thereunder) and by mesne assignments to John S. Mahle, Jr. (for the purpose of foreclosure), the undersigned assignee will sell at public auction at the Court House door, Annapolis, Maryland on

SAT., SEPT. 18, 1965 AT 11:10 O'CLOCK A.M.

All that lot of ground and improvements thereon situate and described as follows:

Lot 11-A, Plat No. 4 of Chelsea Beach.

In Fee Simple and improved by a ranch type dwelling.

Subject to all restrictions, easements and agreements of record affecting same.

Terms of Sale: Cash. Deposit $500 at time of sale, balance upon ratification of the sale by the Circuit Court for Anne Arundel County. Interest charged on balance of unpaid purchase money from day of sale to date of settlement. Taxes and all other expenses including District Liens, if any, adjusted to date of sale. Documentary Stamps and transfer tax, if any, to be paid by purchaser.

JOHN S. MAHLE, JR.,
Assignee

E. T. NEWELL & CO., INC.
JOHN M. MILLER, JR.,
President
120-26 W. North Avenue
PL. 2-3580

S-16

John S. Malle, Jr.
1101 Fidelity Bldg.
Balto. Md.

The Maryland Gazette
(Sept. 30th Edition)

LIBER 166 PAGE 104

ORDER NISI

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

versus

JOSEPH W. HILL and VELMA E. HILL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,368 Equity

Ordered, this 22nd day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by John S. Mahle Jr. Assignee for the purpose of foreclosure

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of 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 1st day of November next.

The report states that the amount of sale was $6,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

versus

JOSEPH W. HILL and VELMA E. HILL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th 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 -4 PM 3:27

12

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,368 EQUITY

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

versus

JOSEPH W. HILL and VELMA E. HILL, his wife

Ordered, this 22nd day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by John S. Mahle Jr. Assignee for the purpose of foreclosure BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of 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 1st day of November next.

The report states that the amount of sale was $6,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 105

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,368
Joseph W. Hill

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of November, 1965. The first insertion being made the 30th day of September, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildyhanson

FILED

1965 NOV -3 PM 1:56

13 No. M. C. 8447

LIBER 166 PAGE 106

In the Case of

JOHN S. MAHLE, JR., ASSIGNEE, etc.

VS.

JOSEPH W. HILL AND

VELMA E. HILL, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,368 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 DEC -2 AM 11: 02

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th 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: Constance B. Tolbirt, deputy

FILED
1965 DEC 20 AM 9: 04

14

15

Dr. Mortgaged Real Estate of Joseph W. Hill and Velma E. Hill, his wife

LIBER 166 PAGE 107

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

						Cr.	
By	Amount of sale as per Assignee's Report						
	of Sale filed			6,000	00		
By	Interest 6% on deferred payment						
	$5,500.00 from 9/18/65 to 11/5/65			47	00		
						6,047	00
To	Assignee for fee, viz	50	00				
To	Assignee for commission, viz	210	00				
				260	00		
To	Assignee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	28	00				
	Auditor, this account	35	00				
				73	00		
To	Assignee for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	78	00				
	Maryland Casualty Co. - bond	36	00				
	E. T. Newell & Co., Inc., auctioneer's fee	75	00				
				189	00		
To	Consolidated Security Savings & Loan						
	Assoc., Inc., Mortgagee, on account of						
	mortgage claim	5,525	00				
				5,525	00		
						6,047	00
	Balance due on mortgage as per mortgage						
	claim filed	8,299	15				
	Interest 6% on principal balance						
	$7,490.00 from 7/29/65 to 12/16/65	172	26				
		8,471	41				
	Credit amount allowed above	5,525	00				
	This amount subject to decree in personam	2,946	41				

LIBER 166 PAGE 108

In the Matter of the Sale of the Mortgaged Real Estate of John H. Jones, Jr., and Sarah Mae Jones, his wife.	:	No. Equity In the Circuit Court for Anne Arundel County

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

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit and file this original mortgage.

George B. Woelfel

George B. Woelfel
9-11 School Street
Annapolis, Maryland.

FILED

1965 AUG 20 PM 12: 41

THIS MORTGAGE, made this 4th day of January 19 65, by and between John H. Jones, Jr., and Sarah Mae Jones, his wife, hereinafter called parties of the first part or Mortgagors, and George B. Woelfel, hereinafter called party of the second part or Mortgagee.

Whereas said parties of the first part are truly and bona fide indebted unto the said party of the second part in the full and just sum of Eleven Hundred ($1100.00) Dollars, which said sum the said parties of the first part have agreed to pay unto the said party of the second part thirty (30) days hereafter with interest at the rate of six per cent per annum, and

Whereas it was a condition precedent to the loan made above that these presents should be executed.

14067

220

NOW, THEREFORE, This Mortgage Witnesseth: That for and in consideration of the premises and the sum of Ten Dollars ($10.00), in hand paid, the said parties of the first part -

do hereby grant and convey in fee simple unto the said party of the second part,

his -

heirs, successors or assigns, all those lots or parcels of land lying, being and situate in the Third Election District of Anne Arundel County and more particularly described as follows:

Being the two parcels of land described by metes and bounds in a deed from Mary Siler and Ralph Siler, her husband, to Frances Butler and David Oliver, as joint tenants dated March 15th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1198, folio 17, the said David Oliver having departed this life on or about the 31st day of October, 1958, in Anne Arundel County, thereby vesting a fee simple title in his survivor, Frances Butler.

Being the same property which was conveyed unto John H. Johns, Jr., by Frances Butler by deed dated the 13th day of November, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1812, folio 400.

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1965 AUG 20 PM 12:41

2

3

LIBER 166 PAGE 110

BOOK 1826 PAGE 68

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

TO HAVE AND TO HOLD the above described piece_s_ or parcel_s_ of land and premises unto and to the proper use and benefit of said mortgage_e_, his heirs, successors and assigns, forever, in fee simple.

PROVIDED, if the said mortgagor_s_, their heirs, successors or assigns, shall pay to the said mortgagee__, or order, the mortgage debt aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said mortgagor— agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the mortgage debt aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon, or until default be made in any covenant herein contained, the said mortgagor__ shall possess the mortgaged premises.

AND THE said mortgagor_s_ for themselves, their heirs personal representatives, heirs, successors and assigns, do expressly covenant and agree with the said mortgagee__;

THAT they will pay the indebtedness as hereinbefore provided;

THAT they will pay all taxes, assessments, water rent, public dues and charges of every kind, levied, assessed or incurred, or to be levied, assessed or incurred when legally due, together with insurance premiums herein required to be paid on the property hereby mortgaged;

THAT they will keep during the continuance of this mortgage the buildings erected on the said mortgaged premises insured against loss with fire insurance and extended coverage, for a sum of not less than $1,000.00, in some safe and reliable insurance company, paying the premiums and assessments thereon as they fall due and become payable, and that they will maintain and deliver to the mortgagee__ the said policy of insurance and any other insurance which the mortgagor_s_ may carry upon the premises, and cause the same to be made payable to the said mortgagee__ for his benefit in case of loss or damage by fire or other casualty covered by said insurance; and the said mortgagor_s_ further in like manner covenant__ and agree__ that should they fail in any of these particulars, and the said mortgagee__ pay the premiums and assessments necessary to keep said policy or policies of insurance in force, the same so paid, with interest thereon, shall be a lien on the said mortgaged property as though included in the first instance in this mortgage itself.

THAT the mortgagors shall make no conveyance of the mortgaged premises without written consent of said mortgagee.

AND the said mortgagor_s_ further covenant__ to commit or suffer no waste, impairment or deterioration of said mortgaged property or any part thereof, and further covenant__ to keep the premises hereby mortgaged in good tenantable repair, in the judgment of the said mortgagee__, his heirs, personal representatives, heirs, successors or assigns, and any failure in either of these respects shall constitute a default herein.

THAT if default shall be made in the payment of the elevenhundred dollars aforesaid at maturity, and the interest thereon, or any installment of principal or interest, or in the payment of any renewal in whole or in part or the interest thereon, when the same shall mature and become payable, or in the performance of any covenant__ herein contained, then it shall be lawful for the mortgagee__, or his personal representatives, successors, or assigns, or George B. Woelfel,Jr., to sell the said property and premises hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incident to said sale, at the Court House door in

Annapolis, Maryland, or on the premises, at public auction, for cash, after having given at least twenty (20) days' previous notice of such sale inserted in some newspaper published in Anne Arundel County, Maryland, of the time, place, manner and terms of sale, and to apply the proceeds of such sale to the payment, in the first place, of all costs, taxes, charges and insurance premiums hereinabove and hereinafter provided, together with the expenses attending such sale, including the usual equity commissions and counsel fee of $100.00, and then to the payment of the mortgage debt aforesaid, or renewal thereof, with all interest due thereon to the date of payment, and the surplus, if any, shall be paid to the said mortgagor S, or to their heirs, successors or assigns.

THAT if the said mortgagor S shall default in the performance of any of the things hereby covenanted to be done and performed by them and the property herein mortgaged shall be advertised for sale under the power of sale herein contained, then and if for any cause said sale shall not be made as provided in said advertisement of sale, in that event the costs and expenses of sale which have accrued up to the time of the discontinuance of said sale, including counsel fees, and one-half commissions upon the amount of the debt and the interest then unpaid, in this mortgage mentioned, shall be a part of the mortgage debt herein mentioned, and the said mortgagor S covenant and agree that they will pay the same.

THAT if during the continuance of this mortgage the mortgagor S shall fail to pay all taxes, assessments, water rent, public dues and charges when legally due, upon the payment of such taxes, assessments, water rent, public dues and charges by the mortgagee, or assignee, such sums as shall be paid with interest thereon shall be a debt of the mortgagor S and a lien on the herein mortgaged property as though included in the first instance in the mortgage itself.

WITNESS:

John H. Jones, Jr. (SEAL)

Sarah Mae Jones (SEAL)

(SEAL)

Mary M. Hoff (SEAL)

Mary M. Hoff

STATE OF MARYLAND }
Anne Arundel County } TO WIT:

I hereby certify that on this 4th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Jones, Jr., and Sarah Mae Jones, his wife,

personally known to me to be the above named mortgagor S, and acknowledged the aforegoing mortgage to be their act and deed.

WITNESS my hand and Notarial Seal.

Mary M. Hoff
Notary Public.
Mary M. Hoff

STATE OF MARYLAND }
Anne Arundel County } TO WIT:

I hereby certify that on this 4th day of January, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George B. Woelfel

~~mk~~ mortgagee named in the aforegoing mortgage, and made oath in due form of the law that the consideration, stated in the said mortgage is true and bona fide as therein set forth, ~~and further that he is the agent and of said mortgagee, and duly authorized to make this affidavit.~~

WITNESS my hand and Notarial Seal.

Mary M. Hoff
Notary Public.
Mary M. Hoff

Rec'd for record Jan 4 1965 at 12:49 PM,
Mailed to. George B. Woelfel

4

LIBER 166 PAGE 112

In the Matter	:	No. Equity
of the Sale	:	In the
of the	:	Circuit Court
Mortgaged Real Estate of	:	for
John H. Jones, Jr. and wife	:	Anne Arundel County
	:	

: : : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

The following is a statement of the mortgage debt due by John H. Jones, Jr., and Sarah Mae Jones, his wife, to George B. Woelfel, dated January 4th, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1826, folio 67	$1100.00
Interest to March 19th, 1965	13.75
	$1113.75
Paid on account	181.85
	931.90
Interest to September 14th, 1965	27.96
	$ 959.86

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 19th day of August, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and made oath in due form of law that the foregoing is a true statement of the amount remaining due him on his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in the said statement.

Witness my hand and seal Notarial.

Mary M. Woelfel
Notary Public

FILED
1965 AUG 20 PM 12:41

6

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

LIBER 13 PAGE 260

LIBER 166 PAGE 113

BOND NO. 79 24 330

No. 17,384 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, GEORGE B. WOELFEL

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 Thousand and 00/100 ---------- ($1,000.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 September in the year of our Lord nineteen hundred sixty-five

Whereas, the above bounden GEORGE B. WOELFEL

by virtue of the power contained in a mortgage from John H. Jones, Jr. and Sarah Mae Jones, his wife

to George B. Woelfel

bearing date the fourth day of January, 1965 and recorded among the mortgage records of Anne Arundel County in Liber LNP No. 1826 Folio 67 and

GEORGE B. WOELFEL

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 B. WOELFEL

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 B. WOELFEL

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:

Mary M. Hoff

George B. Woelfel (SEAL)
George B. Woelfel PRINCIPAL

(SEAL)

Witness:

Ethel M. Carle

Ethel M. Carle

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

As to Surety

MD3228a—500, 6-63 163810
Mortgagee's or Attorney's Bond

FILED

1965 SEP 10 PM 2:22

Bond approved this 10th day of Sept. 1965

Louis H. Phipps, Clerk

7

Public Sale
OF VALUABLE REAL ESTATE

ON IDLEWILD ROAD
SABRINA PARK

Under and by virtue of the power of sale contained in a mortgage from John H. Jones, Jr., and Sarah Mae Jones, his wife, dated Jan. 4th, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1826, folio 67, default occurring thereunder, the undersigned will offer for sale at public auction at the Court House door in the City of Annapolis, on

TUESDAY, SEPTEMBER 14th, 1965, AT 10 O'CLOCK A.M.

All that lot or parcel of ground in Sabrina Park off Jumper Hole Road having a frontage of 102.97 feet on the south side of Idlewild Road with a depth of 84.64 feet on the east side; 96.45 feet on the west side and 113 feet, more or less, on the rear.

It being the same property which was conveyed to John H. Jones, Jr. by Frances Butler by deed dated the 13th day of November, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1812, folio 400.

IMPROVEMENTS: This property is improved by a bungalow.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale. Deferred payments to bear interest at the rate of 6 per cent or all cash at the option of the purchaser. Taxes, revenue stamps and other public charges to be adjusted to the day of sale.

For further particulars, apply:

George B. Woelfel
9-11 School Street
Annapolis, Maryland

S-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 114

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 11, 1965

We hereby certify, that the annexed

Public Sale

John H. Jones, 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 14th day of September, 1965. The first insertion being made the 19th day of August, 1965.

FILED
1965 SEP 15 PM 2:19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tidgehouse

LIBER 166 PAGE 115

In the Matter	:	No. : Equity
of the Sale	:	In the
of the	:	Circuit Court
Mortgaged Real Estate of	:	for
John H. Jones, Jr. and wife	:	Anne Arundel County

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

: : : : : : : : : : :

I hereby certify that upon this 14th day of September, 1965, I sold the within described property unto Geo. B. Woelfel at and for the sum of Nine Hundred and 00/100 Dollars, he being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon this 14th day of September, 1965.

Witness:

Nancy C. Davis — John H. Campbell (SEAL)
Auctioneer

I hereby certify that I have this 14th day of September, 1965, purchased from George B. Woelfel, Attorney, the herein described property at and for the sum of Nine Hundred ($900.00) - - Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal the day and year first above written.

Witness:

Nancy C. Davis — George B. Woelfel (Seal)
Purchaser

FILED

1965 SEP 16 PM 1:10

Public Sale

OF VALUABLE REAL ESTATE

ON IDLEWILD ROAD
SABRINA PARK

Under and by virtue of the power of sale contained in a mortgage from John H. Jones, Jr., and Sarah Mae Jones, his wife, dated Jan. 4th, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1826, folio 67, default occurring thereunder, the undersigned will offer for sale at public auction at the Court House door in the City of Annapolis, on

TUESDAY, SEPTEMBER 14th, 1965, AT 10 O'CLOCK A.M.

All that lot or parcel of ground in Sabrina Park off Jumper Hole Road having a frontage of 102.97 feet on the south side of Idlewild Road with a depth of 84.64 feet on the east side; 96.45 feet on the west side and 113 feet, more or less, on the rear.

It being the same property which was conveyed to John H. Jones, Jr. by Frances Butler by deed dated the 13th day of November, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1812, folio 400.

IMPROVEMENTS: This property is improved by a bungalow.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale. Deferred payments to bear interest at the rate of 6 per cent or all cash at the option of the purchaser. Taxes, revenue stamps and other public charges to be adjusted to the day of sale.

For further particulars, apply:

George B. Woelfel
9-11 School Street
Annapolis, Maryland

S-9

9

LIBER 166 PAGE 116

In the Matter	:	No. Equity
of the Sale	:	In the
of the	:	Circuit Court
Mortgaged Real Estate of	:	for
John H. Jones, Jr. and wife	:	Anne Arundel County

: : : : : : : : : :

PURCHASER'S AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of September, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel 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 real estate mentioned in the said report of sale.

George B. Woelfel
Purchaser

Witness my hand and seal Notarial.

Mary M. Wolf
Notary Public

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1965 SEP 16 PM 1:10

10

LIBER 166 PAGE 117

In the Matter	No.	17384 Equity
of the Sale		In the
of the		Circuit Court
Mortgaged Real Estate of		for
John H. Jones, Jr. and wife		Anne Arundel County

: : : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel respectfully shows:

Under and by virtue of the power of sale contained in the mortgage from John H. Jones, Jr., and Sarah Mae Jones, his wife, dated January 4th, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1826, folio 67, default having occurred thereunder, the undersigned, gave bond for the faithful performance of the trust reposed in him and after having complied with all other prerequisites by law and in the said mortgage mentioned, he gave notice of the manner, time, place and terms of sale by advertisement published in the Maryland Gazette, a weekly newspaper, printed and published in Anne Arundel County aforesaid, and in accordance with the said advertisement and pursuant to the said notice, he did, attend at the Court House Door in the City of Annapolis on Tuesday, September 14th, 1965, at 10 o'clock A.M. and then and there proceeded to sell the said property in the manner and terms as follows; that is to say:

The said George B. Woelfel, mortgagee, offered at public sale to the highest bidder the property in the said mortgage described, lying, being and situate in Sabrina Park in the Third Election District of Anne Arundel County and more particularly described as follows:

It being the same property which was conveyed unto John H. Jones, Jr., by Frances Butler by deed dated November 13th, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1812, folio 400.

And your said Mortgagee sold the above described property to him-

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self for the sum of Nine Hundred ($900.00) Dollars, he being at that figure the highest bidder therefor, the terms of the sale being all cash.

Respectfully submitted,

George B. Woelfel

George B. Woelfel

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 14th day of September, 1965, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George B. Woelfel, mortgagee named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff

Notary Public

12

ORDER NISI

LIBER 166 PAGE 119

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN H. JONES, JR. and WIFE

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,384 Equity

Ordered, this 16th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel

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 $900.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

George B. Woelfel, Attorney
(Final Order)

FOR: Maryland Gazette (Sept. 23rd Edition)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN H. JONES, JR. and WIFE

VERSUS

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 Gilde
JUDGE.

FILED

1965 OCT 27 AM 10: 32

/3

LIBER 166 PAGE 120

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 14, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,384

John H. Jones, 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 25th day of October, 1965. The first insertion being made the 23rd day of September, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1965 OCT 15 PM 2:02

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,384 Equity

In the matter of the sale of the mortgaged real estate of JOHN H. JONES, JR. and wife

Ordered, this 16th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by George B. Woelfel 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 $900.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O-14

14 No. M. G. 3663

LIBER 166 PAGE 121

In the Matter of the	:	No. 17384 Equity
Sale of the	:	In the Circuit Court
Mortgaged Real Estate of	:	for
John H. Jones, Jr., and wife	:	Anne Arundel County
	:	

: : : : : : : : :

PETITION TO APPOINT TRUSTEE TO EXECUTE A DEED TO PURCHASER AND ORDER OF COURT THEREON

: : : : : : : : :

To the Honorable, the Judges of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner was the mortgagee and the attorney named in the mortgage to foreclose the same in event of default.

2.

That your Petitioner as mortgagee foreclosed the mortgage and on September 14th, 1965, at 10 o'clock A.M.he then and there purchased the said property, he being the highest bidder therefor.

3.

That the said George B. Woelfel has filed his report of sale which has been duly ratified by this Honorable Court and the purchase price paid and the purchaser is entitled to his deed, however, your Petitioner feels that he cannot execute a deed to himself.

Wherefore, your Petitioner, prays:

1. That a trustee may be appointed by this Honorable Court for the sole purpose of executing a deed to the said George B. Woelfel, his heirs and assigns in fee simple.
2. And for such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Petitioner

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1965 NOV -2 PM 4:08

15

LIBER 166 PAGE 122

ORDER OF COURT

Upon the aforegoing petition, it is this 2nd day of November, 1965, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that JOHN H. HOPKINS IV be and he is hereby appointed trustee for the sole purpose of executing a deed conveying the property in these proceedings mortgaged to the said George B. Woelfel, his heirs and assigns, in fee simple

E. Mackall Gilda
Judge

FILED

1965 NOV -3 PM 3:24

16

In the Case of

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN H. JONES, JR. and SARAH MAE JONES, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,384 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 DEC -2 AM 10:47

All of which is respectfully submitted.

December 2, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th 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. Tolbert, deputy

FILED
1965 DEC 20 AM 9:04

17

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John H. Jones, Jr. and Sarah Mae Jones, his wife,

In Acct. with George B. Woelfel, Mortgagee

Cr.

1965, September 14						
Proceeds of Sale	900	00	900	00		
					900	00
To Mortgagee for attorney's fee, viz:	100	00				
To Mortgagee for commissions, viz:	54	00	154	00		
To Mortgagee for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	29	25				
Auditor - stating this account	35	00	74	25		
To Mortgagee for expenses, viz:						
Capital-Gazette Press - advertising sale	59	52				
Capital-Gazette Press - Order nisi, sale	15	00				
Robert H. Campbell - auctioneer's fee	35	00				
Fidelity & Deposit Co. - bond premium	10	00				
County & State taxes - 1/1/65 to 9/14/65	37	65				
One-half cost documentary stamps	1	65				
Mary M. Hoff - notary fees	1	50	160	32		
To George B. Woelfel, Mortgagee, this balance on account of Mortgage claim filed	511	43	511	43		
					900	00
Amount of Mortgage claim filed	959	86				
Interest on principal amount of $931.90 from 9/14/65 to 12/18/65 - 95 days @ 6%	14	54				
	974	40				
Credit - amount allowed above	511	43				
Balance subject to Decree in Personam	462	97				

PETITION FOR FORECLOSURE

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

LIBER 166 PAGE 125

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 17,372 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 2nd day of July A. D. 1959, the defendant executed and delivered to Capital Savings and Loan Association, Inc. a mortgage upon certain fee simple property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $ 8,500.00 and interest as therein mentioned, wherein said mortgagor s assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

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

And as in duty, &c.

Paul Beall

Paul Beall *Attorney for Plaintiff*

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1965 AUG 13 AM 8:29

Plaintiff's Exhibit No. 1

Form 812

[DR.—CITY OR COUNTY]

BOOK 1311 PAGE 470

LIBER 166 PAGE 126

No. 17,372 Eq.

Mortgage

THIS MORTGAGE, Made this second day of July, in the year Nineteen Hundred and Fifty-nine, by and between Ronald J. Mullenax, Jr. and Clara S. Mullenax, his wife,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Eighty-five Hundred Dollars ($ 8500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Eighty-five Hundred Dollars ($ 8500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Seventy-two Dollars ($ 72.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of August, 1959, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the First District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the southerly line of Mayo Road, containing 1.022 acres, which lot is more particularly described in a deed from Penwood Corporation to the herein named Mortgagors, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, to which deed reference is hereby made for the purpose of incorporating herein the description therein contained in as full and complete a manner as if incorporated verbatim herein.

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LIBER 166 PAGE 127

BOOK 1311 PAGE 471

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

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

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

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

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

AND the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

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

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

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

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

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

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

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

WITNESS:

Antoinette M. Granese

Antoinette M. Granese

Ronald J. Mullenax, Jr. (SEAL)

Ronald J. Mullenax, Jr.

Clara S. Mullenax (SEAL)

Clara S. Mullenax

(SEAL)

(SEAL)

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BOOK 1311 PAGE 473 LIBER 166 PAGE 129

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 2nd day of July, 19, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared **Ronald J. Mullenax, Jr. and Clara S. Mullenax, his wife,**

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

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

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese *Notary Public*

My commission expires **May 1, 1961**

950

Rec'd for record July 11, 1959 at 11:24 A.M.
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

32361

FROM

RONALD J. MULLENAX, JR.

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

JUL 13 1959

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

File No. 15667-T

Property:
1.022 acres, Mayo Road, Edgewater, Plat of Ponder Cove Beach Club

Description approved

Execution approved

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

LIBER 166 PAGE 130

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

IN THE

CIRCUIT COURT

FOR ~~OR~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,372 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 CHARLES F. LOOS, Vice-President of Capital Savings and Loan Association, Inc.

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

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

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

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

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

Charles F. Loos

Affiant.

Charles F. Loos, Vice-President

Subscribed and sworn to before me this 11th day of August 1965.

Isabelle Bowes

Notary Public Isabelle Bowes

My commission expires July 1, 1967

FILED

1965 AUG 13 AM 8:30

6

STATEMENT OF MORTGAGE CLAIM

LIBER 166 PAGE 131

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

IN THE

CIRCUIT COURT

FOR

~~—XEX—~~

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,372 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated July 2, 1959	$ 8,500.00
Less payments thereon	1,331.28
Balance as of August 31, 1965	7,168.72

1965 AUG 13 AM 8:30

FILED

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 12th day of August 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 F. LOOS, Vice-President of Capital Savings and Loan Association, Inc.,

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

My commission expires July 1, 1967

As witness my hand and Notarial Seal,

Helena Reymann

Helena Reymann *Notary Public.*

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LIBER 166 PAGE 132

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

IN THE

CIRCUIT COURT

FOR ~~(OR)~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,372 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 13th day of August, in the year nineteen hundred and sixty-five, by the Circuit Court for Anne Arundel County, in Equity, ~~of Baltimore City~~, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed Trustees to make said sale, and that the course and manner of ~~their~~ proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Eight Thousand Five Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in ~~Baltimore City~~ Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse.
Judge.

FILED

1965 AUG 13 PM 3:21

LIBER 166 PAGE 133

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3 LIBER 13 PAGE 261

Bond No. 79 24 774 No. 17,372 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Building 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 Five Hundred and 00/100 ($8,500.) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

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

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

mentioned in the proceedings in the case of Capital Savings & Loan Assoc, Inc.

vs:

Ronald J. Mullenax, Jr. and Clara S. Mullenax, h/w

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Marie C. Lindemann

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Regina Tyler *As to Surety* By Clinton A. Killam, Jr. *Attorney-in-Fact*

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

FILED
1965 SEP 14 AM 11:05

Bond approved this 15th day of September, 1965

James H. Pugh, Clerk

9

BEALL, WHITNEY &
DUMLER
Attorneys
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY

LOCATED ON THE SOUTHWEST SIDE OF MAYO ROAD 171.75 FEET NORTHWEST OF THE CENTER OF PONDER DRIVE, EDGEWATER, ANNE ARUNDEL COUNTY.

By virtue of a Decree of the Circuit Court for Anne Arundel County, In Equity, (Case No. 17372), the undersigned Trustees will sell at public auction on the premises, on

TUES., THE 21st DAY OF SEPT., 1965, AT 2:00 O'CLOCK P.M.

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

BEGINNING for the same at an iron pipe in the southerly line of Mayo Road, 40 feet wide, at the northwest corner of a 0.26 acre conveyance to Hyman, said beginning point being North 51 degrees 32 minutes west 171.75 feet from the intersection of said southerly line with the center line of Ponder Drive, 40 feet wide, as the said Drive is shown on a plat of subdivision of "Ponder Cove Beach Club," as the same is recorded in Plat Book 24, folio 14, formerly Plat Cabinet No. 3, Rod F-8, folio 12; and running thence from said beginning point (1) South 38 degrees 28 minutes west 200 feet to a point; thence thru the lands of said Penwood Corporation (2) South 43 degrees 46 minuets 20 seconds west 100.43 feet to a point; thence (3) North 51 degrees 32 minutes west 140.71 feet to a point; thence (4) North 38 degrees 28 minutes east 300 feet to a point in the southerly line of the aforementioned Mayo Road; thence with said Road (5) South 51 degrees 32 minutes east 150 feet to the place of beginning, and contains 44,536 square feet, or 1.022 acres.

IMPROVED by a frame dwelling.

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

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

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER AUCTS., INC.
212 Calvert St.
Balto., 2, Md.
PLaza 2-4868

S-16

10 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 134

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1965

We hereby certify, that the annexed

Trustee's Sale
Case No. 17,372
Southwest Side of Mayo Rd.
Edgewater, Md.

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 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. Tilghman

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

BEALL, WHITNEY AND DUMLER
Attorneys
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

VALUABLE FEE SIMPLE PROPERTY

LOCATED ON THE SOUTHWEST SIDE OF MAYO ROAD 171.75 FEET NORTHWEST OF THE CENTER OF PONDER DRIVE, EDGEWATER, ANNE ARUNDEL COUNTY.

By virtue of a Decree of the Circuit Court for Anne Arundel County, In Equity, (Case No. 17372), the undersigned Trustees will sell at public auction on the premises, on

TUES., THE 21st DAY OF SEPT., 1965, AT 2:00 O'CLOCK P.M.

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

BEGINNING for the same at an iron pipe in the southerly line of Mayo Road, 40 feet wide, at the northwest corner of a 0.26 acre conveyance to Hyman, said beginning point being North 51 degrees 32 minutes west 171.75 feet from the intersection of said southerly line with the center line of Ponder Drive, 40 feet wide, as the said Drive is shown on a plat of subdivision of "Ponder Cove Beach Club," as the same is recorded in Plat Book 24, folio 14, formerly Plat Cabinet No. 3, Rod F-8, folio 12; and running thence from said beginning point (1) South 38 degrees 28 minutes west 200 feet to a point; thence thru the lands of said Penwood Corporation (2) South 43 degrees 46 minuets 20 seconds west 100.43 feet to a point; thence (3) North 51 degrees 32 minutes west 140.71 feet to a point; thence (4) North 38 degrees 28 minutes east 300 feet to a point in the southerly line of the aforementioned Mayo Road; thence with said Road (5) South 51 degrees 32 minutes east 150 feet to the place of beginning, and contains 44,536 square feet, or 1.022 acres.

IMPROVED by a frame dwelling.

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

TERMS OF SALE: Cash. A deposit of $500.00 at time of sale, balance in cash upon final rati-

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
In Equity
(Case No. 17372)

LIBER 166 PAGE 135

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 21st day of September 1965, sold the property described in the attached advertisement of sale at and for the sum of$ 10,000.00 to Lucien C. Eure & Ruth A. Eure they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper-Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that I have this 21st day of September 1965, purchased the property described in the attached advertisement of sale from Paul Beall, James H. Whitney, Trustees, at and for the sum of $ 10,000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale

Lucien C. Eure
Purchaser

FILED
1965 SEP 24 AM 11:49

fication by the Circuit Court for Anne Arundel County, in Equity, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, water rent, if any, and all other public charges, including special paving taxes, if any, to be adjusted to date of sale. All Federal, State and County revenue stamps and transfer taxes to be paid by the purchasers.

PAUL BEALL
JAMES H. WHITNEY
Trustees

ALEX COOPER AUCTS., INC.
212 Calvert St.
Balto., 2, Md.
PLaza 2-4868 S-16

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 21st day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, ~~Baltimore County~~ personally appeared Lucien C. Eure & Ruth A. Eure purchasers at the foreclosure sale in this cause, and made oath in due form of law that they ~~is~~ are the purchasers and purchased same as principal and not as an agent for anyone, ~~or he purchased same as agent and his principal is~~ _____, and that he has not directly or indirectly discouraged anyone from bidding for the said D.W. Side Mayo Rd. Edgewater A.A. County, mentioned in the said Report ~~of Sale~~.

1965 SEP 24 AM 11:49

FILED

Lucien C. Eure (SEAL) Alexander Cooper
Purchaser Notary Public

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE

12 _____
Purchaser

REPORT OF SALE

LIBER 166 PAGE 138

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

Case No. 17372

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

The Report of Sale of Paul Beall and James H. Whitney, Trustees appointed by the decree in the above entitled cause, to make sale of the fee simple property located on the southwest side of Mayo Road, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

The Capital-Gazette,

a weekly ~~daily~~ newspaper published in Anne Arundel County, ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Tuesday, the 21st day of September, 1965, at two o'clock P. M. attend on the premises and then and there sold the said fee simple property located on the southwest side of Mayo Road to LUCIEN C. EURE and RUTH A. EURE, his wife, at and for the sum of TEN THOUSAND DOLLARS ($10,000.00), they having offered the highest price therefor.

Paul Beall

Paul Beall

James H. Whitney

James H. Whitney

Trustees

FILED

1965 SEP 24 AM 11:49

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this twenty-third 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 PAUL BEALL and JAMES H. WHITNEY, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

My commission expires July 1, 1967

Helena Reymann

Helena Reymann *Notary Public.*

13

LIBER 166 PAGE 139

ORDER NISI

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,372 Equity

Ordered, this 24th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of November next.

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

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Paul Beall, Atty.
(Final Order)

FOR: Maryland Gazette (Sept. 30th Edition)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of November, 1965 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Mackall Gilbert
JUDGE.

FILED

1965 NOV -4 PM 3:28

14

Additional Bond

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 166 PAGE 140

Bond #79 24 774 No. 17,372 Equity

KNOW ALL MEN BY THESE PRESENTS: LIBER 13 PAGE 270

That we, Paul Beall and James H. Whitney, 1406 Fidelity Builging 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 Thousand and Five Hundred and 00/100 ($1,500.) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of September in the year of our Lord one thousand nine hundred and sixty-five

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

mentioned in the proceedings in the case of Capital Savings and Loan Association, Inc.

vs:

Ronald J. Mullenax, Jr. and Clara S. Mullenax, h/w

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Paul Beall (SEAL)

Paul Beall

James H. Whitney (SEAL)

James H. Whitney

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Carolyn Backhaus *As to Surety*
Carolyn Backhaus

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

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

FILED
1965 SEP 29 AM 9:19

Bond approved this 29th day of Sept., 1965

Louis N. Phipps, Clerk

15

Order Ni

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,372 EQUITY

Capital Savings And Loan Association, Inc.

versus

RONALD J. MULLENAX, JR. and CLARA S. MULLENAX, his wife

Ordered, this 24th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of November next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

O21

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 141

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 17,372 Ronald J. Mullenax, 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 1st day of November, 1965. The first insertion being made the 30th day of September, 1965.

FILED

THE CAPITAL-GAZETTE PRESS, INC.

1965 NOV 3 PM 1:56

By H. Tilghman

No. M.G. 8449

LIBER 166 PAGE 142

In the Case of

CAPITAL SAVINGS AND LOAN ASSOCIATION

VS.

RONALD J. MULLENAX, JR. AND
CLARA S. MULLENAX, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 17,372 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 DEC -6 AM 11:59

All of which is respectfully submitted.

Arthur A. Andresen, Jr.
Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 22nd 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 M. Phipps
Clerk
Per: R. E. Waysolk, deputy

FILED
1965 DEC 22 AM 8:52

17

Dr. Mortgaged Real Estate of Ronald J. Mullenax, Jr. and Clara S. Mullenax, his wife

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

						Cr.	
By	Amount of sale as per Trustees' Report						
	of Sale filed			10,000	00		
By	Interest 6% on deferred payment						
	$9,500.00 from 9/21/65 to 11/19/65			91	83		
By	Adjustment, taxes, from 9/21/65 to						
	6/30/66			134	15		
						10.225	98
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	330	00				
				405	00		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	50				
	Auditor, this account	35	00				
				76	50		
To	Trustees for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	106	00				
	Sunpapers, advertising - sale	42	20				
	Fidelity & Deposit Co. of Maryland - bond	40	00				
	Alex Cooper Auctioneers, Inc., fee	310	00				
				498	20		
To	Capital Savings & Loan Assoc., Inc.,						
	Mortgagee, in full	7,168	72				
	Interest 6% thereon from 9/1/65 to						
	12/27/65	139	60				
				7,308	32		
To	Ronald J. Mullenax and Clara S. Mullenax,						
	his wife, excess	1,937	96				
				1,937	96		
						10,225	98

(1)

STATE OF MARYLAND by THOMAS B. FINAN, Attorney General of Maryland	:	IN THE
v.	:	CIRCUIT COURT
AMERICAN INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, INC. a body corporate of the State of Maryland, 6853 New Hampshire Ave. Takoma Park, Md.	:	FOR PRINCE GEORGE'S COUNTY
	:	In Equity B-8330
SERVE ON:	:	
Louis F. Larsen, Resident Agent and President, 6853 New Hampshire Ave. Takoma Park, Md.	:	NOV 28 19[illegible] W. WAVERLY WEBB, CLERK CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MD.
	:	No. 17,611 Equity

LIBER 165 PAGE 144

PETITION FOR FORFEITURE OF CHARTER AND DISSOLUTION OF CORPORATION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The State of Maryland, by Thomas B. Finan, Attorney General, respectfully represents unto this Honorable Court:

1. That by the provisions of Section 84 of Article 23 of the Annotated Code of Maryland (1957 Ed.), the Director of the Department of Assessments and Taxation may authorize the Attorney General of Maryland "to institute proceedings against any corporation of this State to determine whether the corporation has been guilty of such misuse, abuse or non-use of its powers and franchises as would, in the public interest, make proper the forfeiture of its charter".

2. That pursuant to the provisions of said Section 84, Thomas B. Finan, Attorney General of Maryland, has received authorization from the Director of the Department of Assessments and Taxation to institute these proceedings for forfeiture of the charter of American International Savings and Loan Association, Inc., a body corporate of the State of Maryland, having its principal office in Takoma Park, Prince George's County, Maryland.

FILED

1965 DEC 27 PM 4:23

3. That it has come to the attention of the Attorney General of Maryland that the said American International Savings and Loan Association, Inc., though representing and holding itself out to the public as engaging in the savings and loan business, has systematically and with schematic purpose and design consistently and intentionally refrained from and wholly failed to conduct the savings and loan business for which it was chartered, and has made certain representations and committed certain acts in the transaction of its business, masquerading, as aforesaid, under the guise of a savings and loan association, which constitute within the intent and meaning of said Section 84 such misuse, abuse or non-use of its powers and franchises as would in the public interest make proper the forfeiture of its charter, all as more fully specified herein.

4. That the American International Savings and Loan Association, Inc., was incorporated in Maryland on March 17, 1960, as a State-chartered stock savings and loan association, the chief purpose of which, as set forth in its charter, was to accumulate funds for the benefit of the members; to render financial assistance to its members by making them loans or advances on such real or personal property or other lawful security as its Board of Director may determine; and to perform all acts usually performed by a homestead or building and loan association.

5. That said American International Savings and Loan Association, Inc., through use of its corporate name, and by its pamphlets, advertisements and other communication media calculated and designed to reach the public, and to induce the making of deposits therein and the purchase of stock thereof, represented and held itself out to the public as engaged in the savings and loan business, the traditional concept and basic character of which is to promote thrift among the members and to facilitate the building or purchase of homes, or both, by making loans to members.

LIBER 166 PAGE 146

6. That the said corporation was initially authorized to issue 2,000,000 shares of Class A Common Stock and 10,000 shares of Class B Common Stock. The provisions with respect to the Class A and Class B stock were identical, except that no act of the corporation requiring stockholder consent was to be valid unless concurred in by not less than 75% of the stockholders of the Class B stock. The said corporation was also authorized to issue 20,000 shares of Class C Common Stock, and 30,000 shares of Preferred Stock. The charter provisions with respect to such Class C Stock required the purchasing and holding thereof as a prerequisite to the obtaining of a loan from the said corporation. Said Preferred Stock of the corporation was known as "preferred share accounts" or "savings share accounts" and was to be evidenced by pass or deposit books rather than stock certificates.

7. That the principal promoters and managers of the said corporation are Marshall I. Stewart, Herman Price and Daniel Price. The said Marshall I. Stewart, an attorney with offices in Washington, D.C., functions as General Counsel to the corporation and as a member of its Board of Directors; and he holds in his individual capacity all shares or warrants to purchase shares which the corporation has actually issued of the said Class B "control" stock, such shares or warrants constituting over 80% of the total Class B stock authorized.

8. That the said corporation, shortly following its incorporation, published a prospectus making a public offering of its Class A Common Stock, the corporation representing that it would act as its own underwriter therefor. In said prospectus the corporation represented that as a savings and loan association it would depend upon two principal sources for its funds for lending purposes, namely, net savings receipts and loan repayments, including prepayments; and that the bulk of receipts from the savings and loan business would come from monthly amortization, the aggregate comprising all types of mortgage

liquidation. By said prospectus it was further represented that the capital to be produced by the issuance of its Class A Common Stock would provide it with general working capital for the conduct of its operations and resources (subject to proper reserves) for financing (through mortgaging) new construction, lending for the purpose of acquiring existing properties and for modernization and reconditioning and other financing operations. It was further represented by said prospectus that ownership of said corporation's Common Stock would provide the holder an excellent medium for participating in a mortgage market of both home and commercial types, and that mortgage financing would represent a substantial source of the said corporation's income. Further coloring itself in the image of a true savings and loan association, said corporation by said prospectus held out and represented that as a savings and loan association its stock was exempt from registration with the United States Securities and Exchange Commission, and further held that as a savings and loan association it would also enjoy certain Federal, State, county and city income tax and assessment advantages not granted to ordinary business corporations.

9. That the said corporation, though representing and holding itself out to the public and to prospective depositors and stockholders as a savings and loan association, and, as such, primarily engaged and principally devoted to the promotion of thrift among members to facilitate the purchase or building of homes thereby, by making loans to such members, as aforesaid, issued no Class C stock and made no loans whatsoever to members from the time of its incorporation in March of 1960 up to May 31, 1961. During this period, however, the said corporation issued approximately 260,000 shares of its Class A Stock in straight exchange for sundry second, third and other junior mortgages

on properties located in New York and Florida; and for various land installment contracts on properties located in a land development area in Florida. Said corporation, by its corporate resolution approving such stock exchanges, placed a valuation upon such acquisitions equal only to the par value of the stock so transferred, but represented by its books a valuation therefor approximately five times in excess of par value. Said corporation has never collected any principal or interest in connection with its transactions involving such exchange of approximately 200,000 shares of its Class A Stock for mortgages covering certain of the Florida properties.

10. That on May 31, 1961, in deference to the minimum deposit requirement to be imposed upon savings and loan associations by Chapter 205 of the Laws of 1961 (which was to become effective June 1, 1961), the said corporation, being itself unable to meet such minimum deposit requirements, merged into the St. Paul Savings and Loan Association, Inc., a Maryland corporation, almost the entire liquid assets of which were absorbed prior to the merger through the making of one construction loan. The same persons as controlled the merged corporation, namely, the said American International Savings and Loan Association, Inc., took control of the corporation surviving the merger, which, by the articles of merger, was renamed American International Savings and Loan Association, Inc., with the principal office of the corporation remaining in Takoma Park, Maryland.

11. That after the merger with St. Paul, said corporation, in June of 1961, issued an additional 113,000 shares of its Class A Stock in exchange for a promissory note, purportedly secured by a mortgage on real estate in Maine.

12. That in addition to the aforesaid stock exchanges, said corporation has issued a total of approximately 34,000 shares of Class A Stock for cash, the distribution thereof being in the main through broker-dealer clients of the said Marshall I. Stewart, and has also issued approximately 1,000 shares of Class A Stock for services rendered to the corporation by various of its officers and board members.

13. That the acquisition by the said corporation of the aforesaid mortgages, notes and land installment contracts in exchange for its stock was neither adapted nor intended to provide funds for loans to its members, or to promote the interests of said corporation as a savings and loan association, but, rather, was intended solely to promote various interests held by the active managers of said corporation, including those of Marshall I. Stewart in his individual capacity and as an attorney representing clients having substantial interests in effecting transfer of the assets so transferred to the corporation in exchange for such stock, the major portion of which stock was subsequently sold direct to the public through various broker-dealers, also clients of the said Marshall I. Stewart.

14. That, as aforesaid, no loans were made to members by the said corporation from March, 1960, when American International Savings and Loan Association, Inc., was first incorporated, up to May 31, 1961, the time of the merger with St. Paul. Since the merger, the said corporation has made but one loan, this being a small construction loan secured by a mortgage on a building under construction in Florida.

15. That heretofore, on or about the 14th day of July, 1961, the Attorney General, acting pursuant to the provisions of Article 32A, Sections 16 and 17, Annotated Code of Maryland (1957 Ed.), made a finding that the American International Savings and Loan Association, Inc., was employing a device, scheme or artifice to defraud in the sale and transfer of its stock and for that reason American International Savings and Loan Association, Inc., was ordered to cease and desist from the transfer of its stock. Said order was never appealed and is now in full force and effect.

LIBER 166 PAGE 150

15A. That the said corporation has purchased two mortgages for cash, one of which, a construction loan, is secured by a mortgage on property in Florida, in violation of the provisions of Section 150 of Article 23 of the Annotated Code of Maryland (1957 Ed.), which limits investments in mortgages to real or leasehold estates situated in this State.

16. That the said corporation, though neither in fact nor law, engaged in the conduct of a savings and loan business, as aforesaid, has nevertheless unlawfully represented that shares of its stock are exempt from taxation and assessment under the provisions of Section 9(16) of Article 81 of the Annotated Code of Maryland (1957 Ed.).

17. That the said corporation did not, prior to issuance of any of its aforesaid stock, register the same with the United States Securities and Exchange Commission, apparently in reliance upon the exemption provisions contained in Section 3(a)(5) of the Securities Act of 1933, as amended, which exempts from registration "any security issued by a building and loan association, homestead association, savings and loan association, or similar institution, substantially all of the business of which is confined to making of loans to members". By final judgment dated October 31, 1961, the United States District Court for the District of Maryland, upon a suit filed by the Securities and Exchange Commission against the said corporation, permanently enjoined the said corporation from further direct or indirect sale of its stock in interstate commerce until a registration statement is filed with the Securities and Exchange Commission and becomes effective as to such securities. It was the finding of the District Court, based upon the facts and transactions aforesaid, that the said

corporation continually ignored the controlling provisions of the Maryland statutes relating to savings and loan associations; that it was not, in reality, a savings and loan association, but, on the contrary, its business was the issuance of its stock in exchange for various interests held by Stewart, his clients and others in real estate throughout the country, and the marketing of that stock to the public through Stewart and his clients, who controlled the said corporation and their associates; that the said corporation was not issuing stock to raise capital to engage in the savings and loan business when it entered into the various stock exchanges set forth herein; that the vast majority of the shares of Class A Stock were issued for "slow-moving, dubious assets", in which the active managers of the corporation had substantial personal interests, and which were not adapted to provide funds for loans to members; that the investment pattern of said corporation followed from its inception showed that it was not operating as a savings and loan association within the meaning of the Maryland law at the time the securities were originally issued, before June, 1961; and that in representing itself to be a savings and loan association, there had been by said corporation a "gross abuse of the name" (Civil No. 13249, Filed October 31, 1961).

18. That your Petitioner prays, and accordingly avers, for the reasons stated herein and others to be shown at the hearing on these proceedings, that the said corporation is guilty of such misuse, abuse or non-use of its powers and franchises as would, in the public interest, make proper the forfeiture of its charter and the dissolution of the corporation.

WHEREFORE, your Petitioner prays:

1. That an order be passed requiring the American International Savings and Loan Association, Inc., to show cause why its charter should not be forfeited and why it should not be dissolved;

2. That a receiver or receivers be thereafter appointed to take charge of the property of said corporation and duly dissolve same;

3. And for such other and further relief as the nature of the case requires.

And as in duty bound, etc.

Joseph S. Kaufman
Deputy Attorney General

Thomas B. Finan
Attorney General
1201 Mathieson Bldg.
Baltimore 2, Md. (LE 9-5413)

Robert C. Murphy
Assistant Attorney General
Counsel for Thomas B. Finan, Petitioner

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY That on this 27, day of November, 1961, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County , personally appeared Thomas B. Finan, Attorney General of Maryland, and made oath in due form of law that the matters and things set forth in the foregoing Petition for Forfeiture of Charter and Dissolution of Corporation are true to the best of his knowledge, information and belief.

AS WITNESS my hand and notarial seal the day and year last above written.

Notary Public
Agnes T. Conroy

My Commission Expires:
May 6, 1963

TRUE COPY--TEST:
W. WAVERLY WEBB, CLERK.
By V. M. Buck
V. M. BUCK, DEPUTY CLERK

Petition, Order

(38

SUBPOENA

LIBER 166 PAGE 153

CASE NO. B-8330

THE STATE OF MARYLAND,
Prince George's County, To Wit:

TO American International Savings and Loan Accociation, Inc., a body corporate of the State of Maryland
SERVE ON: Louis F. Larsen, Resident Agent and President
6853 New Hampshire Ave., Takoma Park, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of January next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of State of Maryland, by Thomas B. Finan, Atty. Gen. of Md.

against you exhibited in the Circuit Court for Prince George's County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable John B. Gray, Jr., Chief Judge of the Seventh Judicial Circuit of Maryland, the 29th day of November, 19 61

Issued the 29th day of November, 1961

TO THE DEFENDANT (S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree pro confesso against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Joseph S. Kaufman, Deputy Atty. Gen.
Robert C. Murphy, Asst. Atty. Gen.
10 Light Street
Baltimore 2, Md.

W. Waverly Webb Clerk
(SEAL)

1965 DEC 27 PM 4:23
FILED

SHERIFF'S RETURN

Summoned American International Savings & Loan Association, Inc. by service on C. A. Levine Secretary and left copy of Subpoena, Petition, Order with him on 12/7/61

Served
C. A. Levine
8:05 P.M. Sec.
12-7-61

FILED
DEC 18 1961
W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

TRUE COPY--TEST:
W. WAVERLY WEBB, CLERK.
By V. M. Buck
V. M. BUCK, DEPUTY CLERK

W. J. Abbott

10

FILED

APR 16 1963

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

LIBER 166 PAGE 154

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND by THOMAS B. FINAN Attorney General of Maryland Plaintiff	:	
vs.	:	Equity No. B-8330
AMERICAN INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland Defendant	:	

ORDER APPOINTING RECEIVER

UPON the Petitions filed herein, the parties having been heard in open Court, the Court having found that the relief prayed by the Petitioner is required, it is this 16th day of April, 1963, by the Circuit Court for Prince George's County, ORDERED:

1. That the Order of this Court be and it hereby is set aside to the extent that it may be deemed to preclude the appointment of a Receiver and is modified in accordance with the succeeding portions of this Order.

2. That the corporation's charter be and it hereby is declared forfeited and Charles T. Finley be and he hereby is appointed Receiver to take over assets, liabilities and affairs of American International Savings and Loan Association, Inc., and to proceed with the orderly liquidation of the assets of that association and to have all of the powers of Receivers in such cases.

3. That the Receiver give bond in the penalty of $10,000.00.

Raven W. Powers
JUDGE

TRUE COPY--TEST:--
W. WAVERLY WEBB, CLERK
By V. M. Buck
V. M. BUCK, DEPUTY CLERK

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1965 DEC 27 PM 4:23

LIBER 166 PAGE 155

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND
by THOMAS B. FINAN
Attorney General of Maryland

Plaintiff

vs.

AMERICAN INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, INC.
a body corporate of the
State of Maryland

Defendant

FILED
JUL 20 1964
W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

Equity No. B-8330

PETITION FOR AUTHORITY TO SELL ASSETS

Comes now the petitioner, Charles T. Finley, and respectfully represents unto this Honorable Court as follows:

1. That he was appointed as Receiver for the defendant corporation by the Circuit Court for Prince George's County, Maryland, in Equity No. B-8330, by Order of Court, dated the 16th day of April, 1963, which said Order also required him to conduct an orderly liquidation of the assets of the defendant corporation.

2. That the defendant corporation is the record owner of property interests in the City of Baltimore described as follows:

ADDRESS	INTEREST
867 Vine Street - unimproved lot.	Fee simple interest.
123 North Amity Street - improved lot.	Fee simple interest.
516 St. Marys Street - unimproved lot.	Annual ground rent of $72.00 (this property previously occupied by a 3-story brick row dwelling. The improvements have been razed).
35 South Carlton Street - improved lot.	$600.00 annual ground rent.
1723 Linden Street - improved lot.	Leasehold interest only, subject to $120.00 annual ground rent.
1835 Linden Street - improved lot.	Leasehold interest only, subject to $180.00 annual ground rent.

That the defendant corporation is the record fee owner of property in Sabrina Park, Anne Arundel County, Maryland, known as follows:

101 East Springhill Avenue, lots 12, 13, 14, 15 and 16, Sec. L, Sabrina Park.

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

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1965 DEC 27 PM 4:23

LIBER 160 PAGE 156

102 East Springhill Avenue, lots 48 and 49, Sec. K, parts of lots 27 and 50, Sabrina Park.

103 East Springhill Avenue, lots 17, 18, 19, 20 and 21, Sec. L, Sabrina Park.

100 East Pineview Avenue, lots 45, 46, 47, 48 and 49, Sec. L, Sabrina Park.

101 East Forest Avenue, lots 23, 24, 25, 26 and 1/2 lot 27, Sec. K, Sabrina Park.

102 East Pineview Avenue, Lots 40, 41, 42, 43 and 44, Sec. L, Sabrina Park.

46 Sylvan Avenue, lots 44, 45 and 46, Sec. U, Sabrina Park.

NO IMPROVEMENTS. 48 Sylvan Avenue, lots 47, 48 and 49, Sec. U, Sabrina Park.

100 East Springhill Avenue, lots 51, 52, 53,54, and 1/2 of lot 50, Sec. K, Sabrina Park.

NO IMPROVEMENTS. Lots 19 and 44, Sec. S, Sabrina Park.

Known as #4 Sillery Bay, and also being in the Third Election District, referred to as Hickory Point.

The above mentioned properties are improved with the exceptions of 48 Sylvan Avenue, 50 Sylvan Avenue and Lots 19 and 44, Section S, Sabrina Park, which are unimproved lots. That the improvements on the properties in Baltimore City and Sabrina Park, Anne Arundel County, Maryland, are in serious states of disrepair.

3. That the Receiver is advised and therefore alleges that the value of the aforesaid property is steadily declining.

4. That the Receiver has made several unsuccessful attempts to solicit purchasers for said properties.

5. That the Receiver verily believes and therefore alleges that the only feasible means to dispose of said properties, thereby preventing further devaluation, is to offer them for sale at public auction.

6. That the Receiver respectfully prays that this Honorable Court pass an Order permitting him to sell the aforesaid properties at public auction upon the following terms and conditions: that notice of the sale of the interests of defendant corporation in the Baltimore City property be advertised in the Baltimore Sun newspaper and the Daily Record newspaper, and that notice of the sale of the interests of the defendant corporation

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

LIBER 180 PAGE 157

in the property in Anne Arundel County be advertised in the Baltimore Sun newspaper and the Maryland Gazette newspoper. The Marylond Gozette newspaper being o newspaper of general circulotion in Anne Arundel County, Moryland. A cash deposit of fifteen percent (15%) in cosh will be required of the purchaser at the close of the bidding. Interest to be paid on unpaid purchase price from dote of sole to dote of settlement; oll sales subject to final rotification by the Circuit Court for Prince George's County, Marylond; toxes, water rent, and all other charges, including speciol poving toxes, if ony, to be adjusted to dote of settlement. Costs of oll documentory stamps ond Baltimore City tronsfer tox ond Anne Arundel County transfer tax shall be borne by the purchaser. Properties to be offered for sole individuolly. Immediotely thereafter, bids will be taken for the Baltimore City property in bulk ond the Anne Arundel County properties in bulk. The highest bids will be forwarded to the Court for rotification. The sale of the Baltimore City properties to be held ot Room 502, U. S. Post Office & Court House Building, Fayette and Calvert Streets, Baltimore 2, Moryland, and the sale of the Anne Arundel County properties to be held ot the Courthouse door of the Circuit Court for Anne Arundel County, Maryland, Annopolis, Morylond. Notice of said sales shall be advertised in compliance with the Morylond Rules of Practice ond Procedure. The Receiver will poy no reol estote commissions. Costs of oll instruments of conveyance sholl be borne by the Purchoser.

WHEREFORE, the premises considered, the Receiver proys that the Court pass on Order permitting and directing him to sell said properties upon the terms and conditions set forth herein.

Respectfully submitted,

Charles T. Finley, Receiver

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S, ss.:

I HEREBY CERTIFY thot on this 17th day of July, 1964, before me, the subscriber, o Notory Public in ond for the State and County oforesaid, personally oppeared CHARLES T. FINLEY, ond did make oath in due form of law thot he hos reod the foregoing Petition for Authority to Sell Assets by him subscribed ond knows the contents thereof; ond thot the matters and focts therein stated are true to the best of his knowledge, information ond belief, and thot this is his voluntary act.

SUBSCRIBED and SWORN TO before me this 17th day of July, 1964.

Notary Public

My Commission Expires: Moy 3, 1965

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
5711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

TRUE COPY--TEST:
W. WAVERLY WEBB, CLERK.
By W. M. Buck
W. M. BUCK, DEPUTY CLERK.

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IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

LIBER 166 PAGE 158

STATE OF MARYLAND
by THOMAS B. FINAN
Attorney General of Maryland

Plaintiff

FILED

JUL 20 1964

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

vs.

Equity No. B-8330

AMERICAN INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, INC.
a body corporate of the
State of Maryland

Defendant

ORDER OF COURT

Upon consideration of the Petition for Authority to Sell Assets filed herein, it is by the Circuit Court for Prince George's County, Maryland, this 20th day of July, 1964,

ADJUDGED, ORDERED and DECREED that the Receiver be and he is hereby authorized and directed to sell the following properties of the defendant corporation upon the terms and conditions that notice of the sale of the interests of defendant corporation in the Baltimore City property be advertised in the Baltimore Sun newspaper and the Daily Record newspaper, and that notice of the sale of the interests of the defendant corporation in the property in Anne Arundel County be advertised in the Baltimore Sun newspaper and the Maryland Gazette newspaper. The Maryland Gazette newspaper being a newspaper of general circulation in Anne Arundel County, Maryland. A cash deposit of fifteen percent (15%) in cash will be required of the purchaser at the close of the bidding. Interest to be paid on unpaid purchase price from date of sale to date of settlement; all sales subject to final ratification by the Circuit Court for Prince George's County, Maryland; taxes, water rent, and all other charges, including special paving taxes, if any, to be adjusted to date of settlement. Costs of all documentary stamps and Baltimore City transfer tax and Anne Arundel County transfer tax shall be borne by the purchaser. Properties to be offered for sale individually. Immediately thereafter, bids will be taken for the Baltimore City property in bulk and the Anne Arundel County properties in bulk. The highest bids will be forwarded to the Court for ratification.

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

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LIBER 166 PAGE 159

The sale of the Baltimore City properties to be held at Room 502, U. S. Post Office & Court House Building, Fayette and Calvert Streets, Baltimore 2, Maryland, and the sale of the Anne Arundel County properties to be held at the Courthouse door of the Circuit Court for Anne Arundel County, Maryland, Annapolis, Maryland. Notice of said sales shall be advertised in compliance with the Maryland Rules of Practice and Procedure. The Receiver will pay no real estate commissions. Costs of all instruments of conveyance shall be borne by the Purchaser. The said property in Baltimore City being as follows:

Address	Interest
867 Vine Street - unimproved lot.	Fee Simple interest.
123 North Amity Street - improved lot.	Fee simple interest.
516 St. Marys Street - unimproved lot.	Annual ground rent of $72.00. (this property previously occupied by a 3-story brick row building. The improvements have been razed)
35 South Carlton Street - improved lot.	$600.00 annual ground rent.
1723 Linden Street - improved lot.	Leasehold interest only, subject to $120.00 annual ground rent.
1835 Linden Street - improved lot.	Leasehold interest only, subject to $180.00 annual ground rent.

The said property in Sabrina Park, Anne Arundel County, Maryland, being as follows:

101 East Springhill Avenue, lots 12, 13, 14, 15 and 16, Sec. L, Sabrina Park.

102 East Springhill Avenue, lots 48 and 49, Sec. K, parts of lots 27 and 50, Sabrina Park.

103 East Springhill Avenue, lots 17, 18, 19, 20 and 21, Sec. L, Sabrina Park.

100 East Pineview Avenue, lots 45, 46, 47, 48 and 49, Sec. L, Sabrina Park.

101 East Forest Avenue, lots 23, 24, 25, 26, and 1/2 lot 27, Sec. K, Sabrina Park.

102 East Pineview Avenue, Lots 40, 41, 42, 43 and 44, Sec. L, Sabrina Park.

46 Sylvan Avenue, lots 44, 45, and 46, Sec. U, Sabrina Park.

NO IMPROVEMENTS. 48 Sylvan Avenue, lots 47, 48 and 49, Sec. U, Sabrina Park.

CHARLES T. FINLEY
ATTORNEY AT LAW
Bland Building
3211 Rhode Island Ave.
Mt. Rainier, Maryland
Washington 7-0100

16

LIBER 166 PAGE 160

100 East Springhill Avenue, lots 51, 52, 53, 54 and 1/2 lot 50, Sec. K, Sabrina Park.

NO IMPROVEMENTS. Lots 19 and 44, Sec. S, Sabrina Park.

Known as #4 Sillery Bay, and also being in the Third Election District, referred to as Hickory Point.

JUDGE

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

TRUE COPY--TESTE:
W. WAVERLY WEBB, CLERK.
By W. M. Buck
W. M. BUCK, DEPUTY CLERK

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LIBER 163 PAGE 161

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND
by THOMAS B. FINAN
Attorney General of Maryland

Plaintiff

vs.

AMERICAN INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, INC.
a body corporate of the
State of Maryland

Defendant

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OCT 23 1964

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

Equity No. B-8330

REPORT OF SALE

Comes now the petitioner, Charles T. Finley, and respectfully represents unto this Honorable Court as follows:

1. That he was appointed as Receiver for the defendant carparation by the Circuit Caurt for Prince George's Caunty, Maryland, in Equity Na. B-8330, by Order of Court dated the 16th day of April, 1963, and thereafter qualified by filing a bond as required by the aforesaid Order of Court.

2. That under date of July 20, 1964, the Receiver was ordered and directed to sell certain properties af the Associatian in Sabrina Park, Anne Arundel County, Maryland; That thereafter the said properties were advertised in newspapers of general circulatian in Anne Arundel County, Maryland, in compliance with the aforesaid Order of Court. That in addition to advertising in the newspapers as required by the Order of Court, the Receiver wrote letters, under date of October 1, 1964, to Mr. James F. Miller, 100 St. Paul Street, Baltimore 2, Maryland; Mr. George F. Pettigrew, Route 4, Box 624, Edgewater, Maryland; Mr. S. H. Gressitt, 1714 Linden Street, Baltimore, Maryland; David Freishtat, Esquire, 405 Tower Building, Baltimore 2, Maryland; Mr. Frank W. Wilde, Annapolis, Maryland; and George B. P. Ward, Esquire, 10 Light Street, Baltimore, Maryland, who had previously expressed an interest in purchasing the property advertised, or a portion thereof. That thereafter, on October 16, 1964, at 11 o'clock, A.M., the Receiver offered the said property to high bidders at the Courthouse door, Circuit Court for Anne Arundel County, at Annapolis, Maryland. That at the time and place aforesaid,

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
ANNAPOLIS, MD.

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LIBER 166 PAGE 162

there were five prospective bidders. That in accordance with the terms of the sale as as advertised, as aforesaid, the Receiver announced that bids were open on the property at 101 East Springhill Avenue. Mr. John Prann, Route 2, Box 115, Edgewater, Maryland, was the high bidder at $200.00. Thereafter, the Receiver offered the property at 102 East Springhill Avenue. Mr. John Prann was the high bidder at $200.00. Thereafter, the Receiver offered the property at 103 East Springhill Avenue. Mr. George F. Pettigrew, Route 4, Box 624, Edgewater, Maryland, was the high bidder at $100.00. Thereafter, the Receiver offered the property at 100 East Pineview Avenue. Mr. John Prann was the high bidder at $100.00. Thereafter, the Receiver offered the property at 101 East Forest Avenue. Mr. S. H. Gressitt, 1714 Linden Street, Baltimore, Maryland, was the high bidder at $100.00. Thereafter, the Receiver offered the property at 102 East Pineview Avenue. Mr. S. H. Gressitt was the high bidder at $100.00. Thereafter, the Receiver offered the property at 46 Sylvan Avenue. Mr. S. H. Gressitt was the high bidder at $100.00. Thereafter, the Receiver offered the property at 48 Sylvan Avenue. Mr. S. H. Gressitt was high bidder at $50.00. Thereafter, the Receiver offered the property at 100 East Springhill Avenue. Mr. S. H. Gressitt was high bidder at $50.00. Thereafter, the Receiver offered the property identified as Lots 19 and 44, Section S, Sabrina Park. Mr. S. H. Gressitt was the high bidder at $20.00. Thereafter, the Receiver offered the property at #4 Sillery Bay, 3rd Election District, also known as Hickory Point. Mr. Melville Gail Hall, Jr., Route 1, Box 274, Hickory Point, P.O. Pasadena, Maryland, was high bidder at $2500.00. The individual bids totaled $3520.00.

Immediately thereafter, the Receiver announced that in compliance with the terms of the sale as announced, the entire property advertised would be offered en toto. Thereafter there were several bids made by Mr. Gressitt, Mr. Prann and Mr. Hyatt. The high bidder was Mr. John Prann at $5100.00. That thereafter Mr. John Prann tendered to the Receiver the sum of $765.00, in cash, in accordance with the terms of the sale as published.

That the Receiver thereafter deposited the sum of $765.00 to the credit of the Association at Suburban Trust Company at Mt. Rainier, Maryland.

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

LIBER 166 PAGE 163

That your Receiver deposes and says that the aforesaid sale was fairly conducted and that the matters and facts set forth herein are true.

Charles T. Finley, Receiver

STATE OF MARYLAND

COUNTY OF PRINCE GEORGE'S, ss.:

I HEREBY CERTIFY that on this 23rd day of October, 1964, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES T. FINLEY and did make oath in due form of law that he has read the foregoing Report of Sale by him subscribed and knows the contents thereof; and that the matters and facts therein stated are true to the best of his knowledge, information and belief, and that this is his voluntary act.

SUBSCRIBED and SWORN TO before me this 23rd day of October, 1964.

Evelyn K. Taylor
Notary Public

My Commission expires: May 3, 1965

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE
MT. RAINIER, MARYLAND

WARFIELD 7-6400

TRUE COPY--TEST:--
W. WAVERLY WEBB, CLERK.
By V. M. Buck
V. M. BUCK, DEPUTY CLERK

LIBER 166 PAGE 164

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND
by THOMAS B. FINAN
Attorney General of Maryland

Plaintiff

vs. Equity No. B-8330

AMERICAN INTERNATIONAL SAVINGS
AND LOAN ASSOCIATION, INC.
a body corporate of the
State of Maryland

Defendant

RATIFICATION OF SALE

ORDERED, this 17th day of May, 1965, by the Circuit Court for Prince George's County, Maryland, in Equity, that the sale made and reported in the above entitled cause of certain properties of the Association in Sabrina Park, Anne Arundel County, Maryland, 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 heretofore passed and published in said cause; and the Receiver is hereby authorized and directed to consummate said sale under the terms hereinbefore reported.

/s/ Ralph W. Powers
JUDGE

TRUE COPY--TEST:-
W. WAYNE WEBB, CLERK.
By V. M. Buck
V. M. BUCK, DEPUTY CLERK

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND
WARFIELD 7-6400

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21

LIBER 166 PAGE 165

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND
by THOMAS B. FINAN
Attorney General of Maryland

Plaintiff

vs.

Equity No. B-8330

AMERICAN INTERNATIONAL SAVINGS
AND LOAN ASSOCIATION, INC.
a body corporate of the
State of Maryland

Defendant

LINE OF DISMISSAL

Dear Mr. Clerk:

Please enter the Petition of Samuel H. Gressitt for Declaratory Decree and to Impress Property with a Trust as DISMISSED, SETTLED and OFF with prejudice to the Petitioner.

GOODMAN & BLOOM

By _____

Attorneys for Samuel H. Gressitt

AMERICAN INTERNATIONAL SAVINGS
AND LOAN ASSOCIATION, INC.

By _____
Charles T. Finley, Receiver

CHARLES T. FINLEY
ATTORNEY AT LAW
BLAIR BUILDING
3711 RHODE ISLAND AVE.
MT. RAINIER, MARYLAND

WARFIELD 7-6400

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1965 DEC 27 PM 4:23

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MUTUAL RELEASE

THIS AGREEMENT AND MUTUAL RELEASE, made this 16th day of December, 1965, by and between Samuel H. Gressitt, of the first part, and American International Savings and Loan Association, Inc., a body corporate, and Charles T. Finley, Receiver for American International Savings and Loan Association, Inc., of the second part:

WHEREAS, in certain proceedings in the Circuit Court for Prince George's County, Maryland, entitled "State of Maryland vs. American International Savings and Loan Association, Inc., Equity No. 8-8330", the said Charles T. Finley was appointed Receiver for said American International Savings and Loan Association, Inc.; and

WHEREAS, said Samuel H. Gressitt has filed in said proceedings certain petitions making claim against and seeking relief from said American International Savings and Loan Association, Inc., and there are various and sundry other claims and disputes between the party of the first part and the parties of the second part; and

WHEREAS, the parties hereto have agreed to settle all the said disputes and claims and differences between them by the payment of the sum of Three Hundred Dollars ($300.00) by said Charles T. Finley, as Receiver for said American International Savings and Loan Association, Inc. to Samuel H. Gressitt, and by the execution of mutual releases in the manner hereinafter appearing, which settlement and payment have been approved by the Circuit Court for Prince George's County.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

THAT in pursuance of the said agreement, and in consideration of the sum of Three Hundred Dollars ($300.00) paid to said Samuel H. Gressitt by said Charles T. Finley, Receiver as aforesaid, upon the execution hereof, the said Samuel H. Gressitt, for himself, his heirs, personal representatives and assigns hereby releases said

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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1965 DEC 27 PM 4:24

American International Savings and Loan Association, Inc. and said Charles T. Finley, its Receiver, their respective successors and assigns, from all sums of money, accounts, actions, claims and demands whatsoever, in law or in equity, which against said American International Savings and Loan Association, Inc. and said Charles T. Finley, Receiver, he ever had, now has, or which he, his heirs, or personal representatives hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents; and particularly from all claims arising out of any transactions between the said Samuel H. Gressitt and the said American International Savings and Loan Association, Inc., or its said Receiver, whether mentioned in said judicial proceedings or otherwise.

AND, in consideration of the foregoing release by the said Samuel H. Gressitt, American International Savings and Loan Association, by Charles T. Finley, its Receiver, and Charles T. Finley, as said Receiver, for themselves, their successors or assigns, hereby release the said Samuel H. Gressitt, his heirs, personal representatives and assigns from all sums of money, accounts, actions, claims and demands, whatsoever, in law or in equity, which against the said Samuel H. Gressitt they ever had, now have, or which they or their successors or assigns hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents; and particularly from all claims arising out of any transactions between the said Samuel H. Gressitt and the said American International Savings and Loan Association, Inc., or its said Receiver, whether mentioned in said judicial proceedings or otherwise.

IN WITNESS WHEREOF, the party of the first part has set his hand and seal, and the parties of the second part have caused

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

these presents to be executed this 16th day of November, 1965.

WITNESS:

Helen M. Kenan

Samuel H. Gressitt (SEAL)
Samuel H. Gressitt

AMERICAN INTERNATIONAL SAVINGS AND LOAN ASSOCIATION, INC.

BY Charles T. Finley
Charles T. Finley
Receiver

Evelyn K. Taylor

Charles T. Finley
Charles T. Finley,
Receiver for
American International Savings
and Loan Association, Inc.

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this 16th day of November, 1965, before me, the undersigned Officer, personally appeared SAMUEL H. GRESSITT, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

ROBERT B. LEVY NOTARY PUBLIC BALTIMORE, MD.

Robert B. Levy
Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

25

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

On this 7th day of December, 1965, before me, the undersigned Officer, personally appeared CHARLES T. FINLEY, who acknowledged himself to be the Receiver for American International Savings and Loan Association, Inc., a corporation, and that he, as such Receiver, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and in the capacity therein stated by signing the name of the corporation by himself, as Receiver, and by signing his own name as such Receiver.

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

Evelyn K. Taylor
Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 166 PAGE 170

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

STATE OF MARYLAND
by THOMAS B. FINAN
Attorney General of Maryland

Plaintiff

vs.

AMERICAN INTERNATIONAL SAVINGS
AND LOAN ASSOCIATION, INC.
a body corporate of the
State of Maryland

Defendant

SEP 30 1965

W. WAVERLY WEBB, CLERK
CIRCUIT COURT FOR
PRINCE GEORGE'S COUNTY, MD.

Equity No. B-8330

AMENDED ORDER OF RATIFICATION OF SALE

WHEREAS, the Circuit Court for Prince George's County, Maryland, heretofore, on May 17, 1965, ratified the sale made and reported in the above entitled cause of certain property of the Association in Sabrina Park, Anne Arundel County, Maryland, and

IT FURTHER APPEARING to the Court that the Receiver inadvertently omitted from said Order the property known as No. 4 Sillery Bay, Third Election District, also known as Hickory Point, and

IT FURTHER APPEARING to the Court that Mr. John Prann, Route 2, Box 115, Edgewater, Maryland, was the successful bidder for all of the property offered by the Receiver, and that thereafter the Report of Sale was properly published and that thereafter an Order Nisi was passed and properly published.

NOW THEREFORE, it is by the Circuit Court for Prince George's County, Maryland, this 29th day of September, 1965,

ORDERED, ADJUDGED and DECREED That the Ratification of Sale passed herein on the 17th day of May, 1965, be and the same is hereby amended Nunc Pro Tunc by including therein the property known as No. 4 Sillery Bay, Third Election District, also known as Hickory Point, to Mr. John Prann, Route 2, Box 115, Edgewater, Maryland, and the Receiver is hereby authorized and directed to consummate said sale under the terms hereinbefore reported.

JUDGE

LES T. FINLEY
NEY AT LAW
BUILDING
RHODE ISLAND AVE.
RIER, MARYLAND
WARFIELD 7-0400

TRUE COPY - TEST:
W. WAVERLY WEBB, CLERK
By V. M. Buck
V. M. BUCK, DEPUTY CLERK

FILED
1965 DEC 27 PM 4:24

27

PETITION FOR FORECLOSURE

THE EQUITABLE TRUST COMPANY
a body corporate
Fayette & Calvert Streets
~~Baltimore, Maryland, 21203~~
VS.

MICHAEL W. ANDREW and
NANCY ANDREW, his wife
Dorsey and Telegraph Roads
~~Hanover, Maryland~~

LIBER 166 PAGE 171
IN THE

CIRCUIT COURT

~~OR~~ FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,036 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents

That on the 15th day of Sept. A. D. 1961 the defendants executed and delivered to The Equitable Trust Company a mortgage upon certain fee simple property in the ~~City of Baltimore~~ County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $ 20,000.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition, and owing to a breach of the covenants therein, by said Defendants, said mortgage is now in default.

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

And as in duty, &c.

Southey F. Miles, Jr.
SOUTHEY F. MILES, JR.

Joseph W. Janssens, Jr.
JOSEPH W. JANSSENS, JR. *Attorney for Plaintiff*
316 Equitable Building (2)
SA. 7 - 1135

FILED
1965 FEB 26 AM 9:26

No. 17,036 Equity

MORTGAGE — THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE BOOK 1508 PAGE 593

LIBER 160 PAGE 172

This Mortgage, made this 15th- - - - - - day of September,- - - - - - in the year one thousand nine hundred and ~~sixty~~ sixty-one, by and between MICHAEL W. ANDREW and NANCY ANDREW, his wife, of Anne Arundel County, in the State of Maryland, parties of the first part, Mortgagors, and THE EQUITABLE TRUST COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full sum of TWENTY THOUSAND DOLLARS ($20,000.00), for money this day loaned and advanced, and being part of the purchase money for the property hereinafter described, which said sum the said Mortgagors have agreed to repay unto the said Mortgagee, with interest thereon at the rate of six per cent (6%) per annum, payable monthly, until the whole of said principal and interest shall be paid, with monthly installments of ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS ($166.66) each on account of said principal sum, the first payment of interest being due on the 15th---day of October--------,-1961, and the first monthly installment of ONE HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS ($166.66) being due on the 15th----day of October------, 1961, and such payments of interest and principal continuing monthly thereafter until the expiration of five (5) years from the date hereof, at which time the entire remaining balance of said principal sum shall be due and payable, together with interest, at the rate of six per cent (6%) per annum, on the balance of said principal sum then due and owing by the said Mortgagors, and upon default in the payment of any one of the monthly installments of interest and principal, as aforesaid, or of the payment of the entire remaining balance, together with interest, at the end of five (5) years from the date hereof, then this Mortgage shall be deemed and taken to be in default, and the property hereinafter described liable to foreclosure and sale as hereinafter provided; and which monthly payments are due in lawful money of the United States of America; and

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of ONE DOLLAR ($1.00), this day paid, the receipt whereof is hereby acknowledged, the said MICHAEL W. ANDREW and NANCY ANDREW, his wife, Mortgagors, do grant and convey unto the said THE EQUITABLE TRUST COMPANY, Mortgagee, its successors and assigns, all that lot of ground situate in Anne Arundel County, State of Maryland, and described as follows, that is to say: According to Survey by Shives and Wimmer, Registered Engineers and Land Surveyors, dated July 25, 1961.

BEGINNING for the same on the northwest side of Fort Meade Road in the first line of the first parcel, of which the land herein described is a part, at a point distant south 37 degrees 45 minutes west 237.68 feet from the beginning thereof, thence running with the said line and with the northwest side of the said road, south 37 degrees 45 minutes west 47.94 feet to the end of the said line, thence continuing with the northwest side of the said road, and with the outlines of the second parcel of the whole conveyance, south 37 degrees 45 minutes west 253.51 feet, thence leaving the said Fort Meade Road and continuing with the outlines of the said second parcel, north 36 degrees 34 minutes west 260.50 feet to the southmost side of Dorsey Road, thence running with the southmost side of Dorsey Road north 65 degrees 55 minutes east 250.0 feet to the beginning point of the said second parcel and the beginning of the third line of the aforesaid first parcel, thence running with the said third line of Parcel No. 1, north 65 degrees 55 minutes east 48.0 feet, more or less, thence leaving the said line and running through the said first parcel and with the northeast face of a wall of a building heretofore erected on the parcel of land herein described, south 36 degrees 13 minutes east 114.74 feet to the place of beginning. Said lot being situate in the rear of the lot at the intersection of the northwest side of Fort Meade Road and the southeast side of Dorsey Road, Anne Arundel County, Maryland.

BEING the same lot of ground which by Deed 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 RICHARD A. REINECKE

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1965 FEB 26 AM 9:26

Petitioner's Exhibit No. 1

and VIRGINIA L. REINECKE, his wife, to MICHAEL W. ANDREW and NANCY ANDREW, his wife, the within Mortgagors.

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 said lot(s) of land, with the improvements and appurtenances aforesaid, unto the said mortgagee or his heirs, personal representatives, successors and assigns , forever in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be voi.

But upon any default being made in the payment of the said principal or interest, in whole or in par when due, or upon any default being made in any covenant or condition of this mortgage, then the whol mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And the said mortgagor, in accordance with the provisions of Article LXVI of the Code of Public Ge.. eral Laws of the State of Maryland, or of any other general or local laws of the State of Maryland relating t mortgages, including any amendments, supplements or additions thereto, does hereby (1) declare his assent t the passing of a decree for the sale of the herein described property at any time after the recording of this mor gage (said sale to take place after a default has occurred in any of the conditions of this mortgage, as her.. provided); and the said mortgagor does (2) also authorize the said mortgagee, his heirs, personal repre sentatives, successors or assigns, or CHARLES D. HARRIS ---------- , his or its attor ney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon an such sale, whether made under the assent to the passing of a decree or under the above power of sale, the prop erty as a whole may be sold, and it shall not be the duty of the party selling sell the same in parts or in lots but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time

place, manner and terms of sale in some newspaper printed in the City or County in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a counsel fee of ~~two hundred~~ dollars for conducting the proceedings if without contest, but if legal services be rendered to the trustee appointed by such decree or to the mortgagee or his assignee or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the mortgagee, his heirs, personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagor, his heirs, personal representatives, successors or assigns. Half of such commissions and all such expenses and costs shall be paid by the mortgagor, his heirs, personal representatives, successors or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, his heirs, personal representatives, successors or assigns, shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or his agent. And upon any 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 said property, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagor on behalf of himself and his heirs, personal representatives, successors or assigns, covenants to keep the improvements on the land insured against loss by fire and other hazards required by the mortgagee, his heirs, personal representatives, successors or assigns in an insurance company or companies selected by, and in an amount designated by, the said mortgagee, and to cause the policy or policies to be so framed or indorsed as in case of fire or other loss to inure to the benefit of the said mortgagee, his heirs, personal representatives, successors or assigns, to the extent of the lien or claim under this mortgage, and to deliver the policy or policies to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire or other hazard the insurance company or companies are hereby directed by the mortgagor to make payment for such loss to the mortgagee only; and not to the mortgagor and mortgagee jointly; such payment to the mortgagee shall 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, or such money so payable may, with the consent of the mortgagee, be applied to the repairing of the premises damaged. And the said mortgagor also covenants and agrees that no fire or other hazard insurance shall be effected or remain in force on the hereby mortgaged property except as provided for herein. And the said mortgagor covenants to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

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 hands and seals of said Mortgagors.

WITNESS:

Thomas E. Kelly Jr. — THOMAS E. KELLY, JR.

Michael W. Andrew (SEAL) — MICHAEL W. ANDREW

Nancy Andrew (SEAL) — NANCY ANDREW

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY, that on this 15th day of September in the year one thousand nine hundred and ~~fifty~~ sixty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MICHAEL W. ANDREW and NANCY ANDREW, 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 Edward J. Dyas, Jr.,

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is agent of the mortgagee.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

THOMAS E. KELLY, JR. NOTARY PUBLIC BALTIMORE MD.

(Notary's Seal here.)

750

Thomas E. Kelly Jr. Notary Public

My commission expires May 6th, 1963.

THOMAS E. KELLY, JR.

Rec'd for record Sept. 19, 1961 at 1:18 P.M.

Mailed to The Security Title Guarantee Corp. Balto.

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

LIBER 166 PAGE 175

THE EQUITABLE TRUST COMPANY

vs.

MICHAEL W. ANDREW and NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 17,036 Equity

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

Military Affidavit

STATE OF MARYLAND, County of 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 Melvin W. Harrison, Vice-President of The Equitable Trust Company and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

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

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

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

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

Affiant.
Melvin W. Harrison

Subscribed and sworn to before me this 25th day of February 1965

Notary Public
Joseph W. Janssens, Jr.
My commission expires May 3, 1965.

FILED
1965 FEB 26 AM 9:26

STATEMENT OF MORTGAGE CLAIM

THE EQUITABLE TRUST COMPANY

vs.

MICHAEL W. ANDREW and
NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

—XX— FOR

ANNE ARUNDEL COUNTY

No. 17,036 Equity

LIBER 166 PAGE 176

STATEMENT OF MORTGAGE DEBT

The Statement of the Mortgage Claim by The Equitable Trust Company under a mortgage from Michael W. Andrew and Nancy Andrew, his wife, to The Equitable Trust Company dated September 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTO No. 1508, folio 593.

February 25, 1965

Michael W. Andrew and
Nancy Andrew his wife
Dorsey and Telegraph Roads
Hanover, Maryland

Original amount	$ 20,000.00
Interest through March	613.95
	$ 20,613.95
Less payments	5,666.44
Balance due	$ 14,947.51

THE EQUITABLE TRUST COMPANY

By: _____
Melvin W. Harrison,
Vice-President

COUNTY OF ANNE ARUNDEL

STATE OF MARYLAND, XXXXXXXXXXXXXXX, Sct.

I HEREBY CERTIFY, That on this 25th day of February in the year nineteen hundred and sixty five, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Melvin W. Harrison, Vice-President of The Equitable Trust Company the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal,

_____
Notary Public.
JOSEPH W. JANSSENS, JR.

JOSEPH W. JANSSENS, JR.

FILED

1965 FEB 26 AM 9:26

LIBER 166 PAGE 177

DECREE FOR SALE OF MORTGAGE PREMISES

THE EQUITABLE TRUST COMPANY

vs.

MICHAEL W. ANDREW and
NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

~~XXXX~~ FOR

~~XXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY

No. 17,036 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 26th day of February, in the year nineteen hundred and sixty five, by the Circuit Court for Anne Arundel County ~~XXXXXXXXXXXXXX~~ 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 Southey F. Miles, 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 16,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the County of Anne Arundel ~~XXXXXXXXXXXXXX~~, as * he ~~shall have~~, 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 the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

* At least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale. (Md. Rule W-74-2 (i).)

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1965 FEB 26 PM 3:58

Trustee—Md.

A STOCK COMPANY

LIBER 166 PAGE 178

BOOK 13 PAGE 125

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

No. 17,036 Equity

Know All Men by These Presents:

THAT WE Southey F. Miles, Jr.

316 Equitable Building, Baltimore 2, Maryland

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Sixteen Thousand and 00/100----------($16,000)-------- 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 First day of April in the year nineteen hundred and sixty-five

WHEREAS, the above bounden Southey F. Miles, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell Property situate: Dorsey & Telegraph Road, Anne Arundel County, Maryland

mentioned in the proceedings in the case of The Equitable Trust Company

vs.

Michael W. Andrew and Nancy Andrew, his wife

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Southey F. Miles, 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.

FILED

1965 APR -5 AM 10: 28

Signed, sealed, and delivered in the presence of

Joseph W. Imbrogno

Dolores Mogavero

Dolores Mogavero

Southey F. Miles, Jr. [SEAL]

Southey F. Miles, Jr.

[SEAL]

GLENS FALLS INSURANCE COMPANY

By Charles P. Bundy, Jr. Attorney-in-Fact [SEAL]

Bond approved this 5th day of April, 1965

Louis N. Phipps, Clerk

Form-15195

AMENDED STATEMENT OF MORTGAGE CLAIM

THE EQUITABLE TRUST COMPANY

vs.

MICHAEL W. ANDREW and
NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

— OF —

BALTIMORE CITY

LIBER 166 PAGE 179

AMENDED STATEMENT OF MORTGAGE DEBT

The Amended Statement of the Mortgage Claim by The Equitable Trust Company under a mortgage from Michael W. Andrew and Nancy Andrew, his wife, to The Equitable Trust Company dated September 15, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.O., No. 1508, Folio 593.

April 20, 1965

Michael W. Andrew and
Nancy Andrew, his wife
Dorsey and Telegraph Roads
Hanover, Maryland

Original amount	$20,000.00
Interest to April 20, 1965	659.34
Real property taxes due from 1962 through July, 1965	1,854.22
Insurance premium	216.00
	$22,729.56
Less payments	5,666.44
Balance due	$17,063.12

THE EQUITABLE TRUST COMPANY

BY _____
MELVIN W. HARRISON
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 15th day of April in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared MELVIN W. HARRISON, Vice President of The Equitable Trust Company

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

FILED
1965 APR 19 AM 11:21

As witness my hand and Notarial Seal,

JOSEPH W. JANSSENS, Notary Public.

Law Offices of
FRANCE, ROUZER, TABLER
& MILES
JOSEPH W. JANSSENS, JR.
Suite 316 Equitable Building
Baltimore, Maryland

Trustee's Sale

ONE-STORY FEE-SIMPLE COMMERCIAL PROPERTY

SITUATED AT DORSEY & TELEGRAPH ROADS, ANNE ARUNDEL COUNTY, MD.
SALE ON PREMISES

TUESDAY, APRIL 20, 1965 AT 2:00 O'CLOCK P.M.

By Virtue of a decree passed by the Circuit Court for A.A. Co., Md., Equity Case No. 17036, in the matter of The Equitable Trust Company VS Andrews, et ux, Mortgage Foreclosure, the undersigned Trustee will sell at public auction, the following:

ALL that lot of ground and improvements thereon situated in A.A. Co., Md. and described as follows:

BEGINNING for the same on the northwest side of Fort Meade Road in the first line of the first parcel, of which the land herein described is a part, at a point distant south 37 degrees 45 minutes west 237.68 feet from the beginning thereof, thence running with the said line and with the northwest side of the said road, south 37 degrees 45 minutes west 47.94 feet to the end of the said line, thence continuing with the northwest side of the said road, and with the outlines of the second parcel of the whole conveyance, south 37 degrees 45 minutes west 253.51 feet, thence leaving the said Fort Meade Road and continuing with the outlines of the said second parcel, north 36 degrees 34 minutes west 260.50 feet to the southmost side of Dorsey Road, thence running with the southmost side of Dorsey Road north 65 degrees 55 minutes east 250.0 feet to the beginning point of the said second parcel and the beginning of the third line of the aforesaid first parcel, thence running with the said third line of Parcel No. 1, north 65 degrees 55 minutes east 48.0 feet, more or less, thence leaving the said line and running through the said first parcel and with the northeast face of a wall

OFFICE OF

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THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 180

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 16, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17036

Dorsey & Telegraph Roads

Andrews, et Ux

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 20th day of April, 1965. The first insertion being made the 1st day of April, 1965.

FILED
1965 APR 19 PM 2:19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

of a building heretofore erected on the parcel of land herein described, south 36 degrees 13 minutes east 114.74 feet to the place of beginning. Said lot being situate in the rear of the lot at the intersection of the northwest side of Fort Meade Road and the southeast side of Dorsey Road, Anne Arundel County, Maryland.

Improved by a one-story commercial property, containing a farm market and a barber shop.

TERMS OF SALE: Cash deposit or certified check for $1500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of A.A. Co., and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges if any, and all other assessments and public charges, to be adjusted as of date of sale. All documentary stamp costs and transfer taxes to be borne by purchaser.

SOUTHEY F. MILES, JR.
Trustee

A. J. BILLIG & CO.
AUCTIONEERS
16 E. Fayette St.
Balto. 2, Md.
PL 2-8440 A-15

OFFICE PHONE, PLAZA 2-8440

A. J. BILLIG, PRESIDENT

LIBER 166 PAGE 182

A. J. BILLIG & COMPANY

General Auctioneers

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

16 EAST FAYETTE STREET

BALTIMORE 2, MD. April 22d 19 65

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

SUBSCRIBED TO AND SWORN TO.

1965 APR 22 AM 10:02 FILED

A. J. BILLIG & CO.

BY

Jennie F Jacobs
Notary Public

lif

STATE OF MARYLAND, Baltimore County, Mxxxxxxx, Sct.: LIBER 166 PAGE 183

I HEREBY CERTIFY, That on this 20th DAY OF April 19 65, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, State - - - - - - AFORESAID, personally appeared MARBURY B. CLARK PRES. TWIN OAKS FARM MARKET INC, Purchaser at the foreclosure sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said fee-simple property situate at Dorsey & Telegraph Rds., A.A. Co., Md. mentioned in the said Report of Sale.

1965 APR 22 AM 10: 02

FILED

X Marbury B. Clark Pres
Purchaser

Jack Jackson
Notary Public

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

12

THE EQUITABLE TRUST COMPANY

VS

ANDREWS, et ux

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
Docket # _____ Fol.# _____

Equity Case #17036

LIBER 166 PAGE 184

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 20th day of April, 1965, sold the property described in the attached advertisement of sale, at and for the sum of Sixty-one Thousand ($61,000.00) DOLLARS to Twin Oaks Farm Market, Inc. being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

A.J.BILLIG & CO.

By Jack F. Billig
Auctioneer

PURCHASER'S AGREEMENT

WE, hereby certify that we have this 20th day of April, 1965, purchased the property described in the attached advertisement of sale from Southey F. Miles, Jr., Trustee, at and for the sum of Sixty-one Thousand ($61,000.00) DOLLARS and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Twin Oaks Farm Market Inc
Purchasers

Marburg B. Clark Pres.
Purchasers

TEST: Jack F. Billig

FILED
1965 APR 22 AM 10: 02

Law Offices of
FRANCE, ROUZER, TABLER
& MILES
JOSEPH W. JANSSENS, JR.
Suite 316 Equitable Building
Baltimore, Maryland

Trustee's Sale

ONE-STORY FEE-SIMPLE COMMERCIAL PROPERTY

SITUATED AT DORSEY & TELEGRAPH ROADS, ANNE ARUNDEL COUNTY, MD.
SALE ON PREMISES

TUESDAY, APRIL 20, 1965 AT 2:00 O'CLOCK P.M.

By Virtue of a decree passed by the Circuit Court for A.A. Co., Md., Equity Case No. 17036, in the matter of The Equitable Trust Company VS Andrews, et ux, Mortgage Foreclosure, the undersigned Trustee will sell at public auction, the following:

ALL that lot of ground and improvements thereon situated in A.A. Co., Md. and described as follows:

BEGINNING for the same on the northwest side of Fort Meade Road in the first line of the first parcel, of which the land herein described is a part, at a point distant south 37 degrees 45 minutes west 237.68 feet from the beginning thereof, thence running with the said line and with the northwest side of the said road, south 37 degrees 45 minutes west 47.94 feet to the end of the said line, thence continuing with the northwest side of the said road, and with the outlines of the second parcel of the whole conveyance, south 37 degrees 45 minutes west 253.51 feet, thence leaving the said Fort Meade Road and continuing with the outlines of the said second parcel, north 36 degrees 34 minutes west 260.50 feet to the southmost side of Dorsey Road,

thence running with the southmost side of Dorsey Road north 65 degrees 55 minutes east 250.0 feet to the beginning point of the said second parcel and the beginning of the third line of the aforesaid first parcel, thence running with the said third line of Parcel No. 1, north 65 degrees 55 minutes east 48.0 feet, more or less, thence leaving the said line and running through the said first parcel and with the northeast face of a wall of a building heretofore erected on the parcel of land herein described, south 36 degrees 13 minutes east 114.74 feet to the place of beginning. Said lot being situate in the rear of the lot at the intersection of the northwest side of Fort Meade Road and the southeast side of Dorsey Road, Anne Arundel County, Maryland.

Improved by a one-story commercial property, containing a farm market and a barber shop.

TERMS OF SALE: Cash deposit or certified check for $1500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of A.A. Co., and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges if any, and all other assessments and public charges, to be adjusted as of date of sale. All documentary stamp costs and transfer taxes to be borne by purchaser.

SOUTHEY F. MILES, JR.
Trustee
A. J. BILLIG & CO.
AUCTIONEERS
16 E. Fayette St.
Balto. 2, Md.
PL 2-8440 A-15

REPORT OF SALE

LIBER 166 PAGE 187

THE EQUITABLE TRUST COMPANY

vs.

MICHAEL W. ANDREW and

NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
No. 17,036 Equity

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

The Report of Sale of SOUTHEY F. MILES, JR.,

Trustee appointed by the decree in the above entitled cause, to make sale of

the fee simple property situated at Dorsey and Fort Meade Roads

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 ~~xxxx~~ newspaper published in Anne Arundel County ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Tuesday, the 20th day of April, 1965 at 2:00 o'clock P. M. attend on the premises and then and there sold the above-mentioned fee simple property mentioned and described in the attached advertisement which is prayed to be taken as a part of this Report, unto TWIN OAKS FARM MARKET, INC., a body corporate of the State of Maryland, at and for the price of Sixty-One Thousand Dollars ($61,000.00) it being then and there the highest bidder therefor.

Southey F. Miles, Jr.
SOUTHEY F. MILES, JR., Trustee

Anne Arundel County:

State of Maryland, ~~City of Baltimore~~ Anne Arundel, Sct:

I HEREBY CERTIFY, That on this 20th day of April, 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of ~~Baltimore~~ Anne Arundel aforesaid, personally appeared Southey F. Miles, 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,

Joseph W. Janssens, Jr.
Joseph W. Janssens, Jr., *Notary Public.*

My Commission expires July 1, 1965

FILED
1965 APR 22 AM 10: 02

Law Offices of
FRANCE, ROUZER, TABLER
& MILES
JOSEPH W. JANSSENS, JR.
Suite 316 Equitable Building
Baltimore, Maryland

Trustee's Sale

ONE-STORY FEE-SIMPLE COMMERCIAL PROPERTY

SITUATED AT DORSEY & FORT MEADE ROADS, ANNE ARUNDEL COUNTY, MD.
SALE ON PREMISES

TUESDAY, APRIL 20, 1965 AT 2:00 O'CLOCK P.M.

By Virtue of a decree passed by the Circuit Court for A.A. Co., Md., Equity Case No. 17036, in the matter of The Equitable Trust Company VS Andrews, et ux, Mortgage Foreclosure, the undersigned Trustee will sell at public auction, the following:

ALL that lot of ground and improvements thereon situated in A.A. Co., Md. and described as follows:

BEGINNING for the same on the northwest side of Fort Meade Road in the first line of the first parcel, of which the land herein described is a part, at a point distant south 37 degrees 45 minutes west 237.68 feet from the beginning thereof, thence running with the said line and with the northwest side of the said road, south 37 degrees 45 minutes west 47.94 feet to the end of the said line, thence continuing with the northwest side of the said road, and with the outlines of the second parcel of the whole conveyance, south 37 degrees 45 minutes west 253.51 feet, thence

leaving the said Fort Meade Road and continuing with the outlines of the said second parcel, north 36 degrees 34 minutes west 260.50 feet to the southmost side of Dorsey Road, thence running with the southmost side of Dorsey Road north 65 degrees 55 minutes east 250.0 feet to the beginning point of the said second parcel and the beginning of the third line of the aforesaid first parcel, thence running with the said third line of Parcel No. 1, north 65 degrees 55 minutes east 48.0 feet, more or less, thence leaving the said line and running through the said first parcel and with the northeast face of a wall of a building heretofore erected on the parcel of land hereinafter described, south 36 degrees 13 minutes east 114.74 feet to the place of beginning. Said lot being situate in the rear of the lot at the intersection of the northwest side of Fort Meade Road and the southeast side of Dorsey Road, Anne Arundel County, Maryland.

Improved by a one-story commercial property, containing a farm market and a barber shop.

TERMS OF SALE: Cash deposit or certified check for $1500.00 will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court of A.A. Co., and to bear interest from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges if any, and all other assessments and public charges, to be adjusted as of date of sale. All documentary stamp costs and transfer taxes to be borne by purchaser.

SOUTHEY F. MILES, JR.
Trustee

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

A-15

ORDER NISI

LIBER 166 PAGE 190

THE EQUITABLE TRUST COMPANY

versus

MICHAEL W. ANDREW and

NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,036 Equity

Ordered, this 22nd day of April, 19 65, That the sale of the property in these proceedings mentioned made and reported by Southey F. Miles, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $61,000.00.

Louis N. Phipps, Clerk.

True Copy,

Southey F. Miles, Jr. Atty.
316 Equitable Bldg.

TEST: Clerk.

For the Maryland Gazette (Apr. 29 edition)

(Final Order)

THE EQUITABLE TRUST COMPANY

versus

MICHAEL W. ANDREW and

NANCY ANDREW, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of June, 19 65, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse, JUDGE.

FILED

1965 JUN -2 PM 3:10

15

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

LIBER 166 PAGE 191

LIBER 13 PAGE 140

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

No 17,036 Equity

Know All Men by These Presents:

THAT WE Southey F. Miles, Jr.

316 Equitable Building, Baltimore 2, Maryland

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Forty-five Thousand and 00/100- - - - -($45,000.00)- - - - - - - 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 First day of April in the year nineteen hundred and sixty-five

WHEREAS, the above bounden Southey F. Miles, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell Property Situated: Dorsey & Telegraph Roads, Anne Arundel County, Maryland

mentioned in the proceedings in the case of The Equitable Trust Company

vs.

Michael W. Andrew and Nancy Andrew, His Wife

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Southey F. Miles, 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.

Signed, sealed, and delivered in the presence of

Joseph W. Jacono, Jr.

Patricia M. Edwards
Patricia M. Edwards

Southey F. Miles [SEAL]
Southey F. Miles, Jr, Trustee

[SEAL]

GLENS FALLS INSURANCE COMPANY

By [signature] [SEAL]
Charles P. Bundy, Jr. Attorney

Bond approved this 26th day of April, 1965

Laura A. Phippin, Clerk

FILED

1965 APR 26 AM 9:12

Form 15195

LIBER 166 PAGE 192

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,036 Equity

The Equitable Trust Company
versus
MICHAEL W. ANDREW and NANCY ANDREW, his wife

Ordered, this 22nd day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Southey F. Miles, Jr., Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inscrted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sale was $61,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:
LOUIS N. PHIPPS, Clerk
M-20

FILED
1965 MAY 24 PM 1:59

No. M. G. 4419

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 24, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,036
Michael W. Andrew

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1965. The first insertion being made the 29th day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 166 PAGE 193

In the Case of

THE EQUITABLE TRUST CO.

VS.

MICHAEL W. ANDREW AND
NANCY ANDREW

In the

Circuit Court

For

Anne Arundel County

No. 17,036 Equity

To the Honorable, the Judges of said Court:

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

1965 JUN 25 AM 11:06 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 13th day of July, 1965, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received, subject to Order of this Court of July 2, 1965.

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

FILED

1965 JUL 13 AM 11:05

Dr. Mortgaged Real Estate of Michael W. Andrew and
Nancy Andrew, his wife

In Acct. with Southey F. Miles, Jr., Trustee

Cr.

By	Amount of sale as per Trustee's Report of Sale filed			61,000	00		
By	Interest 6% on deferred payment, $59,500.00 from 4/20/65 to 6/22/65			640	42		
By	Adjustment, taxes from 4/20/65 to 6/30/65			82	99		
						61,723	41
To	Trustee for fee, viz	200	00				
To	Trustee for commission, viz	1,500	00				
				1,700	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	43	25				
	Auditor, this account	60	00				
				113	25		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	99	00				
	Sunpapers, advertising - sale	75	20				
	Daily Record, advertising - sale	22	44				
	Glen Falls Insurance Co. - bond	244	00				
	A. J. Billig & Co, auctioneer's fee	1,405	00				
	Notary fees	1	00				
	Taxes - 1962 through 6/30/65	1,871	48				
	Joseph G. Mannion Co., fire insurance	200	00				
				3,918	12		
To	Equitable Trust Co., Mortgagee in full						
	for mortgage claim	17,063	12				
	Interest 6% on principal balance						
	$16,403.78 from 4/21/65 to 7/12/65	303	39				
				17,366	51		
To	U.S. Treasury Dept. Internal Revenue						
	Service, as per claim filed	4,291	05				
				4,291	05		

To	Michael W. Andrew and Nancy Andrew,						
	Mortgagors, excess	34,334	48				
				34,334	48		
						61,723	41

LIBER 166 PAGE 196

IN THE MATTER OF THE	*	IN THE
DEED OF TRUST	*	CIRCUIT COURT
FROM	*	FOR
KINGSBERRY REALTY CORPORATION, a body corporate of the State of Maryland	*	ANNE ARUNDEL COUNTY
and	*	IN EQUITY
DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife	*	No. 17,423 Equity
TO	*	
SAM W. BORDEN and CHARLES J. FLEURY, TRUSTEES 2 W. Preston Street Baltimore, Maryland 21201	*	
	*	

* * * * * *

Mr. Clerk:

Please docket this suit by titling, file the original Deed of Trust marked "Exhibit Number 1" and original of the Deed of Trust Note marked "Exhibit Number 2".

/s/ Charles Rinaudo
V. Charles Rinaudo, Attorney

FILED
1965 AUG 30 AM 9:54

"EXHIBIT NUMBER 1"

LIBER 166 PAGE 197

DEED OF TRUST BOOK 1752 PAGE 306

No. 17,423 84

THIS DEED OF TRUST, made this 23d day of April 1964, by and between KINGSBERRY REALTY CORPORATION, a body corporate, duly incorporated under the Laws of the State of Maryland, ----------

party of the first part, and SAM W. BORDEN and CHARLES J. FLEURY RICHARD D. BIGGS, Trustee as hereinafter set forth, party of the second part; and DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife, are jointly and severally----

WHEREAS, the party of the first part is justly indebted unto LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated under the laws of the United States of America in the principal sum of TWENTY-TWO THOUSAND DOLLARS --- ($ 22,000.00) with interest from date at the rate of--------- six ---------- per cent (6 %) per annum on the unpaid balance until paid, for which amount the said party of the first part has signed and delivered herewith a certain promissory note bearing even date. Interest only on monies expended in the construction or the improvements on said lot as hereinafter provided being payable monthly on the first day of each month for a period of twelve (12) months from date, and principal and interest shall be payable in monthly installments of TWO HUNDRED TWENTY DOLLARS ---------- ($ 220.00) commencing on the first day of April , 1965, and a like or similar sum the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October 1976, both principal and interest being payable in lawful money of the United States of America, which shall be legal tender for payment of all debts and dues, public and private at the time of payment. Said note has been identified for the Trustee as evidenced by the certificate of a Notary Public thereon and;

WHEREAS, it is a condition precedent to the granting of the aforesaid loan to the party of the first part, that these presents be executed to secure the payment of said indebtedness as aforesaid, and to further secure the performance of the obligations, covenants and agreements of this Deed of Trust.

15630

FILED 1965 AUG 30 AM 9:54

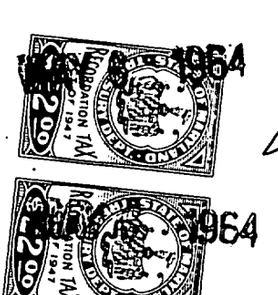
NOW, THEREFORE, THIS DEED OF TRUST WITNESSETH, that the party of the first part in consideration of the premises and of the sum of One Dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents is hereby acknowledged, does hereby grant and convey unto the party of the second part, as Trustee, the survivor of them, and his or their successors in trust, the following described land and premises, situate, lying and being in Anne Arundel County, State of Maryland:

BEING known and designated as Lot No. 4 (Cold Spring Drive), as shown on "Plat No. 2, Section No. 2, Ben Oaks on the Severn", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No.32, folio 85.

BEING the same lot of ground described in a Deed dated of even date herewith and recorded or intended to be recordedamong the Land Records of Anne Arundel County prior hereto, from South Industries Company to the within named party of the first part.

THE said David L. Johnson and Lillian E. Johnson, his wife, join in this Deed of Trust for the purpose of becoming bound under all the covenants, terms and conditions thereof for the repayment of the indebtedness secured by this Deed of Trust, but have no interest in the property above described, and their liability to be always that of principal and not that of surety.

48.40



4840

Should the title to the herein encumbered property be acquired by any person, persons, partnership or corporation, other than the parties of the first part, by voluntary or involuntary grant or assignment, or in any other manner without the Loyola Federal Savings and Loan Association's written consent, or should the same be encumbered by Mortgage, Deed of Trust or Judgment by the parties of the first part, their heirs successors and assigns, without the Loyola Federal Savings and Loan Association's written consent, or in the event of the filing of any mechanic's or materialmen's liens against the herein described property then the whole of said principal sum shall immediately become due and owing as herein provided, thereby constituting a default herein.

Together with all the tenements, hereditaments, privileges and appurtenances thereunto belonging or in any way appertaining particularly including all the buildings and improvements which are now to be made or erected on said land and all fixtures of every nature which are now or hereafter may be attached to or used in connection with said land, building or improvements including, but not by way of limitation, all the buildings, walks, fences, shrubbery, driveways, improvements, and fixtures of every kind, including stores bathroom fixtures, equipment and accessories, breakfast nook furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screen doors, blinds, doors, storm windows, storm doors, hardware, screens, wires, switches, electric fixtures, bells, insulations, and all other water, plumbing, piping, tubing, laundry tubs, ventilating and heating equipment, including stokers, oil burners, tanks, air condition equipment now upon or which may hereafter be placed upon said property, and all the estate, right, title, interest, use, claim and demand whatsoever of party of the first part in, to or of said above described property, together with all rights of the party of the first part in the streets, alleys, rights of way, and easements adjoining or adjacent to the same, all of which property is hereinafter referred to as "the premises."

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, the survivor of them, and his or their successors in trust,

in fee simple, forever.

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 to erect improvements thereon and to take the rents, issues and profits thereof, and, have and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

In trust to release and re-convey or partially release and re-convey the aforesaid land and property or any part thereof to the party of the first part, at the cost of the party of the first part, upon payment or partial payment (of such sums as may be agreed upon between the parties) of the aforesaid note and upon payment of all sums expended by the Beneficiary to fulfill any one or more of the covenants or agreements of this Deed of Trust, herein made by the party of the first part and not fulfilled, and upon payment of all other costs, expenses, charges and fees herein provided to be paid by the party of the first part and not so paid.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of interest or monthly installments of principal and interest as provided in said note, the entire principal sum and accrued interest shall at once become due and payable; and it shall be considered a default if the party of the first part fails to erect upon the aforesaid land the building or buildings as contemplated within ~~nine~~/twelve months from date, hereof free and discharged from all liens and claims of mechanics and materialmen; and it shall be further considered a default if the party of the first part fails to make payment of any of the monthly sums for ground rents; if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon default in payment or demand of any money advanced by the holder of said note on account of any

proper cost, charge, or expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure to neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid the entire balance due on said note shall at once become due and payable, the said party of the second part, acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, said property at such time and place, and after such previous public advertisement as the party of the second part, or any Trustee acting in the execution of this trust, shall deem advantageous and proper; and the Trustees shall not be requested to sell less than the whole property 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 the application of the purchase money and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses including an Attorney's fee on the basis of one-half of the commissions to be allowed the Trustees as hereinafter set forth. Said Attorney's fee to be in addition to and not deducted from the Trustee's commissions as hereinafter set forth and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, 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 on the amount of the said sale or sales at such rate or rates and in such amounts as may be allowed by The Court of Equity having jurisdiction of said sale. Secondly, to pay whatever may then remain unpaid on 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; and, lastly, to hold the remainder of said proceeds, if any there be, subject to the order of the Court of Equity having jurisdiction of this Deed of Trust foreclosure proceeding. Upon sale of said property and ratification thereof the party of the first part shall deliver and surrender to the purchaser, his her, its, or their heirs, personal representatives, successors or assigns, possession of the premises sold and conveyed to the purchaser.

And the party of the first part, in order more fully to protect the security of this Deed of Trust covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more payments on the principal that are next due on the note, 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:

2. That, 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 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 premiums covered hereby (all as estimated by the holder of the note) less all sums already paid therefore, 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 the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first

part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

(1.) Ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:

(2.) Interest on the note secured hereby; and

(3.) 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. The holder of the note may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That 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 by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (a) paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums as the case may be, 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, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. 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 balance remaining in the funds accumulated under the provision 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 balance then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note.

4. That he will pay all taxes, assessments, water rates/rents and other governmental or municipal charges, fines or impositions, and ground rents, for which provisions has not been made hereinbefore and will promptly deliver the official receipts therefore 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 on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties, and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premium on such insurance provisions for payment of which has not been made hereinbefore. 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 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.

7. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee acting shall be entitled to one-half (1/2) the commissions above provided, to be computed on the amount of the debt hereby secured; and an Attorney's fee of $, in addition to and not deducted from the aforesaid Trustee commission shall be due and payable upon the docketing of the foreclosure case. Both are hereby secured in like manner as other charges and expenses attending the execution of this trust and shall bear full legal interest.

8. That if any suits, 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 all counsel and attorney's fees and charges of 10% of the amount of the Judgment as collected which attorney's fee shall not be diminished by any other fees, costs, or charges.

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

10. And the said party of the first part hereto, at any time prior to a default in payment of principal and interest on the aforesaid note, shall have the privilege of paying off on account of the entire balance of principal and interest on any one or more of the aforesaid property or properties such sums as may be acceptable to the then holder of the note but no greater then the capitalization at the rate of six per cent (6%) per annum of the amount of any annual ground rent or ground rents which the said party of the first part hereto may create on any one or more of the property or properties hereinbefore described or referred to and upon payment of the said sum for each of said properties the said parties of the second part hereto as trustees, or their successors in trust, with the joinder of the then holder of the note, are herewith empowered to execute and deliver to the said party of the first part, a deed of partial release of the reversionary interest created out of any one or all of the aforesaid properties upon payment to said trustees of the said sum on each of said ground rents and the purchaser or purchasers of said ground rents are herewith relieved from looking to the application of the proceeds of such payment to the aforesaid trustee, or their successors in trust, and the said trustees shall pay to the holder of the note the full amount collected by said trustees, or their successors in trust, for or on account of any ground rent so created and the holder of said note agrees to look solely to the said trustees for such payment and waives any right to demand payment from any purchaser or purchasers of the reversionary or ground rent interest so created; the said parties of the second part as trustees, or their successors in trust, reserve, however, the full and complete title to the leasehold estates when and if created as aforesaid, and also reserve as to said leasehold estates each and every right, power, privilege, and authority granted to them as trustees under this deed of trust. Wherever in this paragraph reference is made to any one or more properties it shall be understood to mean and cover any part or parts of said property or properties, or any interest or estate therein, or any subdivision or subdivisions thereof satisfactory to the trustees.

11. That the Loyola Federal Savings and Loan Association, and its assigns, shall have power any time hereafter to substitute a trustee or trustees in place of the trustee or trustees herein named, or any of them by an instrument in writing duly executed, acknowledged and recorded among the Land Records of Baltimore City or any County in which the real estate secured hereunder is situated, and that when such instrument is recorded all the estate of the trustee or trustees thus superseded shall terminate and the title to the hereinbefore described land heretofore vested in such trustee or trustees shall cease and determine and shall be vested in the trustee or trustees named as his or their successors, who shall have the same powers, rights and duties as the trustee or trustees so superseded had under this Deed of Trust; and that the exercise of

this right to appoint a successor trustee, no matter how often exercised, shall not be deemed an exhaustion of said rights.

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 of the said body corporate by the hand of its President and its corporate seal hereto affixed; also WITNESS: the hands and seals of the Principals.

Witness:

KINGSBERRY REALTY CORPORATION

Regina Graham

BY: David L. Johnson, President

Regina Graham

David L. Johnson (SEAL)

Florence Ostrowske

Lillian E. Johnson (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 23rd day of April 1964, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared David L. Johnson the President of KINGSBERRY REALTY CORPORATION, the within named party of the first part, and acknowledged the aforegoing Deed of Trust to be the act of said body corporate; also personally appeared DAVID L. JOHNSON, one of the within named Principals and acknowledged the aforegoing Deed of Trust to be his act; also appeared CHARLES J. FLEURY, the Vice-President of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, the party secured by the aforegoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth.

REGINA GRAHAM NOTARY PUBLIC BALTIMORE, MD.

Witness my hand and notarial seal.

Regina Graham Notary Public

LIBER 166 PAGE 204

STATE OF MARYLAND, COUNTY OF Anne Arundel TO WIT: BOOK 1752 PAGE 312

I HEREBY CERTIFY that on this 23rd day of April, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared LILLIAN E. JOHNSON one of the within named Principals, known to me (or satisfactorilyproven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, and in my presence signed and sealed the same.

AS WITNESS: my hand and Notarial Seal.

Florence C. Stronske

Florence C. Stronske Notary Public

My Commission Expires: [illegible]

1850

Rec'd for record May 6 1964 at 10:00 A.M.

Mailed to Richard D. Biggs

"EXHIBIT NUMBER 2"

LIBER 166 PAGE 205

No. 17,423 Eq

DEED OF TRUST NOTE

BALTIMORE, MARYLAND
April 23, 1964.

$22,000.00

FOR VALUE RECEIVED, the undersigned promise to pay to LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION, or order, the principal sum of TWENTY-TWO THOUSAND

DOLLARS ---------- ($ 22,000.00
with interest from date at the rate of ------- six ---------- Per Centum (6 %) per annum on the unpaid balance until paid. Interest only being payable for a period of twelve (12) months on the same amount of money as is payable under the terms of the Deed of Trust to SAM W. BORDEN and CHARLES J. FLEURY dated simultaneously herewith and principal and interest being payable in monthly installments of TWO HUNDRED TWENTY ($220.00) ----------

---------- dollars commencing on the first day of April 19 65, and a like or similar amount on the first day of each month thereafter until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 19 76. Said principal and interest being payable at the office of LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION in Baltimore, Maryland or at such other place as the holder hereof may designate in writing.

If default be made in the payment of any installment under this note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. And in the event of default in payment of this note, and if the same is collected by an attorney at law, the undersigned agrees to pay all costs of collection, including an attorney's fee of 10% of the amount of the Judgment as collected, which attorney's fee shall not be diminished by any other fees, costs, or charges.

If the 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 this note; 180 days' interest at the rate specified herein on the amount of such excess shall be paid to the holder of this note.

The holder of this note may collect a "late charge" not to exceed four cents (4¢) for each dollar ($1.00) of each payment more than fifteen (15) days in arrears.

Presentment, protest and notice are hereby waived.

WITNESS: the signature of the said body corporate by the hand of its President and its corporate seal hereto affixed; also

WITNESS: the hands and seals of the Principal

WITNESS:

KINGSBERRY REALTY CORPORATION

Regina Graham

BY: David L. Johnson
President

Regina Graham

David L. Johnson (SEAL)

Florence Ostrowski

Lillian E. Johnson (SEAL)
Lillian E. Johnson

This is to certify that this is the note described in, and secured by a Deed of Trust of even date herewith and in the same principal amount as herein stated to Sam W. Borden and Charles J. Fleury, Trustees on real estate located in Anne Arundel County, in the State of Maryland, being Lot No. 4 (Cold Spring Drive), "Plat No. 2, Section No. 2, Ben Oaks on the Severn".

Dated this 23rd day of April, 19 64.

Regina Graham
Regina Graham Notary Public

ST-4

IN THE MATTER OF THE	*	LIBER 166 PAGE 206
DEED OF TRUST	*	IN THE
FROM	*	
KINGSBERRY REALTY CORPORATION, a body corporate of the State of Maryland	*	CIRCUIT COURT
and	*	FOR
DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife	*	ANNE ARUNDEL COUNTY
TO	*	
SAM W. BORDEN and CHARLES J. FLEURY, TRUSTEES 2 W. Preston Street Baltimore, Maryland 21201	*	IN EQUITY No. 17,423 Equity

* * * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 13thday of August, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Harry C. Primrose, III, 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 defendants are not in the military service of the United States;

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

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act;

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

Harry C. Primrose, III, Affiant

Carolyn M. Bindeman, Notary Public

FILED

1965 AUG 30 AM 9:54

LIBER 166 PAGE 207

IN THE MATTER OF THE

DEED OF TRUST

FROM

KINGSBERRY REALTY CORPORATION, ET AL

TO

SAM W. BORDEN and
CHARLES J. FLEURY, TRUSTEES
2 W. Preston Street
Baltimore, Maryland 21201

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 17,423 Equity

* * * * * * * *

CLAIM OF LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

Statement of the Calim of Loyola Federal Savings and Loan Association under Note covered by Deed of Trust from Kingsberry Realty Corporation to Sam W. Borden and Charles J. Fleury, Trustees, dated the 23rd day of April, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1752, Folio 306

Original Amount of Note dated 4/23/64	$22,000.00	
Paid on Account of Principal	118.75	
Balance Due		$21,881.25
Property Expense Balance, Debit		201.32
		22,082.57
Interest from April, 1965, thru September 30, 1965		656.46
		$22,739.03

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of August, 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 claim under the Deed of Trust Note filed in the said cause now remaining due and unpaid.

Carolyn M. Bindeman

Carolyn M. Bindeman, Notary Public

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1965 AUG 30 AM 9:54

LIBER 166 PAGE 208

LIBER 13 PAGE 251

The CONTINENTAL INSURANCE COMPANIES

No. 17,423 Surety

KNOW ALL MEN BY THESE PRESENTS, That we, Sam W. Borden and Charles J. Fleury of 2 West Preston Street, Baltimore, Maryland and THE CONTINENTAL INSURANCE COMPANY, a corporation duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-Three Thousand and 00/100 ($23,000.00)--------Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 13th day of August, in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, BY DEED OF TRUST, dated the 23rd day of April, nineteen hundred and sixty-four, and left to be recorded among the Land Records of Anne Arundel County (LNP 1752, Folio 306) on the 6th day of May, 19 64, Kingsberry Realty Corporation and David L. Johnson and Lillian E. Johnson did grant, bargain and sell, assign and transfer unto Sam W. Borden and Charles J. Fleury Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Charles J. Fleury do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Sam W. Borden and Charles J. Fleury and the corporate name and seal of the said THE CONTINENTAL INSURANCE COMPANY subscribed and affixed by its duly authorized attorney.

Signed, sealed and delivered in the presence of:

Regina Abraham

Sam W. Borden (SEAL)

Charles J. Fleury (SEAL)

THE CONTINENTAL INSURANCE COMPANY
(Surety Company)

BY: H. Edmund Koehler
H. Edmund Koehler, Attorney

Bond approved this 30th day of August, 1965

Lowell N. Phipps, Clerk

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1965 AUG 30 AM 9:54

Bond 4091

13

V. CHARLES R[illegible]DO
Solicitor
2 W. Preston Street
Baltimore 1, Maryland

Trustee's Sale

OF DESIRABLE FEE-SIMPLE DWELLING PROPERTY

KNOWN AS LOT NO. 4 BEN OAKS ON THE SEVERN, SEVERNA PARK, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power and authority contained in a certain Deed of Trust from Kingsberry Realty Corporation, David L. Johnson and Lillian E. Johnson, his wife, to Sam W. Borden and Charles J. Fleury, Trustees, dated the 23rd day of April, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1752, Folio 306, default having occurred in the payment of indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale, at Public Auction, on the premises, on

MON., SEPT. 27, 1965 AT 1:00 O'CLOCK P.M.

Being known and designated as Lot No. 4 (Cold Spring Drive), as shown on "Plat No. 2, Section No. 2, Ben Oaks on the Severn", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, folio 85.

The improvements thereon consist of a one story, brick rancher with asphalt shingle roof, containing living room, dining room, family room, kitchen, three bedrooms, two baths, partial basement and has hot-air heating system.

14

DIRECTIONS: In order to reach the property and be present on the day of sale, proceed south on Route 3 to Benfield Road. Turn left on Benfield Road and proceed to Laurel Drive. Turn right into Laurel Drive, into subdivision known as "Ben Oaks", and proceed to the end of the paved road to the property.

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 by the Circuit Court of Anne Arundel County. 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 particulas, apply to

SAM W. BORDEN
CHARLES J. FLEURY,
Tustees
Charles and Preston Sts.
Baltimore, Md. 21201
E. T. NEWELL AND CO.,
Auctioneer

S-23

LIBER 166 PAGE 209

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 27, 1965

We hereby certify, that the annexed

Trustee's Sale
Kingsberry Realty Corp.
"Sam W. Borden"
No. 12,423 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of September, 1965. The first insertion being made the 2nd day of September, 1965.

FILED
1965 SEP 27 PM 1:50

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman Hanson

E. T. Newell & Co., Inc. LIBER 166 PAGE 210

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

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th 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 Harold E. Slanker, 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, Arundel Home Finance Corp.,) 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.

Arundel Home Finance Corp. (SEAL)
Harold E. Slanker, V.P.

_____ (SEAL)
Purchaser

_____
Address

Notary Public

FILED
1965 SEP 29 AM 9:21

15

IN THE MATTER OF THE	*	
DEED OF TRUST	LIBER 166 PAGE 211	IN THE
FROM	*	CIRCUIT COURT
KINGSBERRY REALTY CORPORATION,	*	FOR
and	*	ANNE ARUNDEL COUNTY
DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife	*	IN EQUITY
TO	*	Docket 23, Folio 161
SAM W. BORDEN and CHARLES J. FLEURY, TRUSTEES 2 W. Preston Street Baltimore, Maryland 21201	*	No. 17,423

* * * * * * *

REPORT OF SALE

The Report of Sale of Sam W. Borden and Charles J. Fleury, Trustees, under a certain Deed of Trust from Kingsberry Realty Corporation David L. Johnson and Lillian E. Johnson, his wife, to Sam W. Borden and Charles J. Fleury, Trustees, dated the 23rd day of April, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1752, Folio 306, default having occurred under the terms thereof, at the request of the party secured and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette and The Baltimore Sun, newspapers published in Anne Arundel County and Baltimore City, for at least four (4) weeks prior to the sale, they did, pursuant to said notice, on the premises, on Monday, September 27, 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 Trustees offered for sale all that piece or parcel of ground situate and lying in Anne Arundel County with improvements thereon, being known and designated as Lot No. 4 (Cold Spring Drive), as shown on "Plat No. 2, Section No. 2, Ben Oaks on the Severn", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 32, Folio 85, in fee simple.

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1965 SEP 29 AM 9:21

And your Trustees sold the above described property unto

Arundel Home Finance Corporation,

for the sum of Twenty-five Thousand Five Hundred Dollars ($25,500.00) , it being at that price the highest bidder therefore, the terms being cash upon ratification of sale by the Court.

Respectfully submitted,

Sam W. Borden Trustee

Charles J. Fleury, Trustee

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Sam W. Borden and Charles J. Fleury, Trustees 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 their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Carolyn M. Bindeman, Notary Public

ORDER NISI

LIBER 166 PAGE 213

IN THE MATTER OF THE DEED OF TRUST FROM KINGSBERRY REALTY CORPORATION, and DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife

TO

SAM W. BORDEN and CHARLES J. FLEURY, TRUSTEES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,423 Equity

Ordered, this 29th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by SAM W. BORDEN and CHARLES J. FLEURY, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of November next.

The report states that the amount of sale was $ 25,500.00

True Copy,

Louis N. Phipps
Clerk.

V. Charles Rinaudo, Atty.
(Final Order)

TEST: Clerk.
FOR: Maryland Gazette (October 7th Edition)

IN THE MATTER OF THE DEED OF TRUST FROM KINGSBERRY REALTY CORPORATION, and DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife

TO

SAM W. BORDEN and CHARLES J. FLEURY, Trustees

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of November, 1965 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Mackall Gilbert
JUDGE.

FILED

1965 NOV 10 AM 10: 30

18

The CONTINENTAL INSURANCE COMPANIES

LIBER 166 PAGE 214

Additional Bond LIBER 13 PAGE 274 No. 17,423 Equity

KNOW ALL MEN BY THESE PRESENTS, That we, Sam W. Borden and Charles J. Fleury of 2 West Preston Street, Baltimore, Maryland and THE CONTINENTAL INSURANCE COMPANY, a corporation duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred and NO/100--($2,500.00)--Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of September, in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, BY DEED OF TRUST, dated the 23rd day of April, nineteen hundred and sixty-four, and left to be recorded among the Land Records of Anne Arundel County (LNP 1752, Folio 306) on the 6th day of May, 1964, Kingsberry Realty Corporation and David L. Johnson and Lillian E. Johnson did grant, bargain and sell, assign and transfer unto Sam W. Borden and Charles J. Fleury Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Sam W. Borden and Charles J. Fleury do and shall well and faithfully perform the trust reposed in them in and by the above Deed of Trust mentioned and declared; and also, do and shall well and faithfully perform the trust reposed in h m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Sam W. Borden and Charles J. Fleury and the corporate name and seal of the said THE CONTINENTAL INSURANCE COMPANY subscribed and affixed by its duly authorized attorney.

Signed, sealed and delivered in the presence of:

Sam W. Borden (SEAL)

Charles J. Fleury (SEAL)

THE CONTINENTAL INSURANCE COMPANY
(Surety Company)

BY: H. Edmund Koehler, Attorney

Bond approved this 7th day of October, 1965

Louis N. Phipps, Clerk

FILED

1965 OCT 7 AM 11:11

Bond 4091

19

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,423 Equity

IN THE MATTER OF THE DEED OF TRUST FROM KINGSBERRY REALTY CORPORATION, and DAVID L. JOHNSON and LILLIAN E. JOHNSON, his wife

TO

SAM W. BORDEN and CHARLES J. FLEURY, Trustees

Ordered, this 29th day of September, 1965, That the sale of the property in these proceedings mentioned made and reported by SAM W. BORDEN and CHARLES J. FLEURY, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of November next.

The report states that the amount of sale was $25,500.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
O-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 215

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,423
Kingsberry Realty Corp. ts
Sam W. Borden

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of November, 1965. The first insertion being made the 7th day of October, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 NOV -3 PM 1:56

20 No. M.G. 8427

In the Case of

IN THE MATTER OF THE DEED OF TRUST FROM KINGSBERRY REALTY CORPORATION, ET AL

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,423 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 DEC 17 AM 10:11

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 4th day of January, 1966, 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. Tolbert, deputy

FILED
1966 JAN -4 AM 9:15

21

Dr. Mortgaged Real Estate of Kingsberry Realty Corporation

LIBER 166 PAGE 217

In Acct. with Sam W. Borden and Charles J. Fleury, Trustees

						Cr.	
By	Amount of sale as per Trustees' Report						
	of Sale filed			25,500	00		
By	Interest, 6% on deferred payment						
	$25,000.00 from 9/27/65 to 12/10/65			304	21		
By	Adjustment, taxes from 7/1/65 to 9/27/65			22	50		
						25,826	71
To	Trustees for Attorney fee, viz	397	50				
To	Trustees for commission, viz	795	00				
				1,192	50		
To	Trustees for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	36	25				
	Auditor, this account	40	00				
				86	25		
To	Trustees for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	106	00				
	Sunpapers - advertising - sale	47	60				
	Continental Insurance Co. - bond	257	00				
	E. T. Newell & Co., Inc. auctioneer's fee	695	00				
	Registered mail	1	50				
	Notary fees	2	00				
				1,109	10		
To	Loyola Federal Savings & Loan Assoc.,						
	Mortgagee in full	22,739	03				
	Interest, 6% on principal balance						
	$22,082.57 from 10/1/65 to 12/31/65	331	24				
				23,070	27		
To	Arundel Home Finance Corp. on account of						
	second mortgage claim filed	368	59				
				368	59		
						25,826	71

PETITION FOR FORECLOSURE

LIBER 166 PAGE 218

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
Plaintiff

VS.

CARL C. BAUMANN, JR. and

IRIS MARIE BAUMANN, his wife,
Defendants

IN THE

CIRCUIT COURT

FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 17,454

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 5th day of June, A. D. 1963 the defendants executed and delivered to said Plaintiff 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 $18,300.00 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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.

William M. Levy

William M. Levy, Esquire
1507 Fidelity Building
Baltimore, Maryland 21201
Saratoga 7-3445 *Attorney for Plaintiff*

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1965 SEP 20 AM 11:42

D. R. City/County

BOOK 1663 PAGE 30 LIBER 166 PAGE 219

This Mortgage,

Made this 5th day of June in the year one thousand, nine hundred and sixty-three between

CARL C. BAUMANN JR. and IRIS MARIE BAUMANN, his wife

of Anne Arundel County, in 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 CARL C. BAUMANN JR. and IRIS MARIE BAUMANN, his wife being members of the said body corporate, have received therefrom an advance of eighteen thousand three hundred dollars ($18,300.00) on one hundred seventy-six 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 five & three-quarters per cent (5 3/4 %) 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 hundred fifteen dollars and thirteen cents ($115.13) commencing on the 15th day of July, 1963 and continuing on the 15th day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagors, under the Act of Incorporation and/or Constitution and By Laws of said body corporate, are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1st day of June 1988.

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 CARL C. BAUMANN JR. and IRIS MARIE BAUMANN, his wife do grant unto the said body corporate its successors and assigns, all that lot of ground situate and lying on the south side of Mainway, Third Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point on the south side of Mainway said point being at the division line between Lots 76 and 77 as shown on a Plat of "The Pines on the Severn", recorded among the Land Records of Anne Arundel County in Plat Book 1, page 14, thence binding on the south side of said Mainway south eighty-seven degrees twenty-nine minutes east

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2

eighty-six feet thence running across Lot 78 as shown on said Plat, for a line of division south ten degrees eleven minutes east one hundred fourteen feet to intersect the eastern boundary line of Lot 78, thence south ten degrees ten minutes forty seconds east forty-one and eighty-seven one-hundredths feet to a point, thence north eighty-four degrees fifty-one minutes west seventeen and ninety one-hundredths feet to the southeast corner of said lot 78, thence running with the southernmost boundary line of Lots 78 and 77, north eighty-seven degrees twenty-nine minutes west one hundred two and ten one-hundredths feet to the division line between Lots 76 and 77 thence with said division line north two degrees thirty-one minutes east one hundred fifty feet to the place of beginning.

BEING the same lot of ground 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 Lucille A. Flemming, Widow, to the said Carl C. Baumann, Jr. and Iris Marie Baumann, 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.

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 MORTGAGORS 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 MORTGAGORS.

BOOK 1663 PAGE 32

To Have and to Hold the said lot of ground and premises unto the said body corporate its successors and assigns forever, in fee simple; subject to the restrictions, covenants and agreements, the right of ingress and egress to and from a certain well of water and the use thereof as recited in the Deed hereinbefore referred to.

LIBER 156 PAGE 221

If However the said MORTGAGORS shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said 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 MORTGAGORS 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 MORTGAGORS 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 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 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; 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 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 MORTGAGORS, their heirs, personal representatives or assigns.

* addition thereto, including Maryland Rules of Procedure and any and all local rules of procedure applicable thereto;

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:

WILLIAM M. LEVY

Carl C. Baumann, Jr. (SEAL)

(SEAL)

Iris Marie Baumann (SEAL)

(SEAL)

State of Maryland, Baltimore City, ss

I Hereby Certify, that on this 5th day of June 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 CARL C. BAUMANN, JR. and IRIS MARIE BAUMANN, his wife

the MORTGAGORS named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act.

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

9.50

WILLIAM M. LEVY *Notary Public.*

Rec'd for record June 7 1963 at 10:33 A.M.

Mailed to Levy & Ditto

Mortgage

FROM CARL C. BAUMANN, JR. AND IRIS MARIE BAUMANN, HIS WIFE

TO CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.

Block No.

Received for record June 7 1963 at 10:33 A.M. Same day recorded in Liber 1663 Folio 33 One of the Land Records of Anne Arundel County and examined per

Clerk

Cost of record $ 9.50

LEVY AND DITTO
ATTORNEYS AT LAW
1219 FIDELITY BUILDING
BALTIMORE, MD.

1000—1-62—J. D. L.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (IN EQUITY)

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., Plaintiff

vs

CARL C. BAUMANN, JR. and IRIS MARIE BAUMANN, his wife, Defendants

PETITIONER'S EXHIBIT NO. 1

Mr. Clerk:

Please file, etc.

Levy & Ditto

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

LIBER 169 PAGE 223

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
Plaintiff
vs.
CARL C. BAUMANN, JR. and
IRIS MARIE BAUMANN, his wife,
Defendants

IN THE
CIRCUIT COURT
FOR
~~XXXXXXXXXXXXXXXX~~
ANNE ARUNDEL COUNTY
(IN EQUITY)

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

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Robert S. Clark, Treasurer of Century Savings and Loan Association of Baltimore City, Inc. and made oath in due form of law that he ~~XXXX~~ knows the defendant herein, and that to the best of his ~~XXXX~~ information, knowledge and belief

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

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

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

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

Robert S. Clark
Affiant.

Subscribed and sworn to before me
this 16th day of September 19 65

William A. Sapp
Notary Public
William A. Sapp

FILED
1965 SEP 20 AM 11:42

STATEMENT OF MORTGAGE CLAIM

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
Plaintiff

vs.

CARL C. BAUMANN, JR. and

IRIS MARIE BAUMANN, his wife,
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(IN EQUITY)

LIBER 165 PAGE 224

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$18,300.00
Interest to September 1, 1965	296.28
3 months late charges	8.94
	18,605.22
Credit in expense account	169.10
	18,436.12
Amount paid on principal of loan	635.83
	$17,800.29

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 16th day of September 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.

1965 SEP 20 AM 11:42

As witness my hand and Notarial Seal.

William A. Sapp

William A. Sapp *Notary Public.*

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 166 PAGE 225

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate,
Plaintiff

vs.

CARL C. BAUMANN, JR. and IRIS MARIE BAUMANN, his wife,
Defendants

IN THE **CIRCUIT COURT** FOR ~~XXX~~ ~~XXXXXXXXXXXXX~~ ANNE ARUNDEL COUNTY (IN EQUITY)

No. 17,454 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 20th day of September, in the year nineteen hundred and sixty-five, 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 h 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 Eighteen thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~XXXXXXXXXXXX~~ at least once in each week for three successive weeks, the first such publication to be not less than fifteen days prior to sale and the last such publication to be not more than one week prior to sale, (Md. Rule W 74-2 (i), of the time, place, manner and terms of sale, which shall be cash, deposit of $1,000.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

George Sachse
Judge.

FILED

1965 SEP 20 PM 2:34

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

LIBER 13 PAGE 287

Bond No. 79 25 211

No. 17,454 Equit

LIBER 166 PAGE 226

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 Eighteen Thousand and 00/100- - - - - - - -($18,000.)- 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 20th day of October 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 and Loan Association of Baltimore City, Inc.

vs:

Carl C. Baumann, Jr. and Iris Marie Baumann, 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)
/William M. Levy

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Regina Tyler
Regina Tyler *As to Surety*

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

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND

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

FILED
1965 OCT 22 AM 10: 02

Bond approved this 22nd day of October, 1965

Louis N. Phipps, Clerk

LIBER 166 PAGE 227

Century Savings and Loan Association of Baltimore City, Inc
Plaintiff

VS

Carl C. Baumann, Jr and Iris Marie Baumann, his wife
Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity) Case No. 17,454

LEVY AND DITTO
Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale
OF DESIRABLE FEE SIMPLE PROPERTY

SITUATE ON THE SOUTH SIDE OF MAINWAY PINES ON THE SEVERN ARNOLD, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County (in Equity) Case No. 17,-454, the undersigned, Trustee, will sell at public auction on the premises on

THURS., OCT. 28, 1965 AT 2 O'CLOCK P.M.

All that lot of ground and improvements thereon situate in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a point on the south side of Mainway said point being at the division line between Lots 76 and 77 as shown on a Plat of "The Pines on the Severn," recorded among the Land Records of Anne Arundel County in Plat Book 1, page 14, thence binding on the south side of said Mainway south 87 degrees 29 minutes east 86 feet thence running across Lot 78 as shown on said Plat, for a line of division south 10 degrees 11 minutes east 114 feet to intersect the eastern boundary line of Lot 78, thence south 10 degrees 10 minutes 40 seconds east 41.87 feet to a point, thence north 84 degrees 51 minutes west 17.90 feet to the southeast corner of said lot 78, thence running with the southernmost boundary line of Lots 78 and 77, north 87 degrees 29 minutes west 102.10 feet to the division line between Lots 76 and 77 thence with said division line north 2 degrees 31 minutes east 150 feet to the place of beginning.

The improvements thereon consist of a frame and brick split level dwelling with connected garage, containing 7 rooms (3 bedrooms and family room), utility room and 2½ baths with gas fired hot air heat.

Subject to restrictions and utility agreements of record affecting said property.

TERMS OF SALE: Cash. A deposit of $1,000.00 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 unpaid purchase money from

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 28th day of October 1965, sold the property described in the attached advertisement of sale at and for the sum of $ 19,500.00 to Century Savings and Loan Ass'n it 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 the undersigned has this 28th day of October 1965, purchased the property described in the attached advertisement of sale from William M. Levy, Trustee at and for the sum of $ 19,500.00 and the undersigned hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Century Savings and Loan Association of Baltimore City, Inc
Robert S. Eckard - TREASURER
Purchaser

FILED
1965 NOV -1 AM 9:39

date of sale to date of settlement. Taxes and all other public charges, including District Sanitary charges, of any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and County Transfer Tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY
Trustee
ALEX COOPER
Auctioneers, Inc. O-28

LIBER 166 PAGE 229

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 28th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland in and for ~~Baltimore City~~ Baltimore County, personally appeared Robert S. Clark, Treasurer of Century Savings and Loan Association of Baltimore City, Inc. purchaser at the foreclosure sale in this cause, and made oath in due form of law that ~~he is the purchaser and purchased same as principal and not as an agent for anyone,~~ or he purchased same as agent and his principal is Century Savings and Loan Association of Baltimore City, Inc., and that he has not directly or indirectly discouraged anyone from bidding for the said property, mentioned in the said Report of Sale.

Century Savings and Loan Association of Baltimore City, Inc.

By Robert S. Clark Treasurer (SEAL) Karl M. Ewing
Purchaser Notary Public

Purchaser

FILED

1965 NOV -1 AM 9:39

11

REPORT OF SALE

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC.
a body corporate
Plaintiff

vs.

CARL C. BAUMANN, JR. and
IRIS MARIE BAUMANN, his wife
Defendants

IN THE
LIBER 166 PAGE 230
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(IN EQUITY)
Case # 17,454

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

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 (and in the Sunday Sunpaper on October 16th and 23rd)

a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Thursday the 28th day of October 1965 at 2:00 o'clock P. M. attend on the premises and then and there sold the fee simple property situate in Arnold, Maryland on the South side of Mainway, Pines on the Severn, which property is more fully described in a copy of the advertisement in The Maryland Gazette attached hereto unto Century Savings and Loan Association of Baltimore City, Inc. at and for the sum of $19,500.00 (cash upon ratification of sale) which was then and there the highest bidder therefore.

LEVY AND DITTO
Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale
OF DESIRABLE FEE SIMPLE PROPERTY

Respectfully submitted.

William M. Levy, Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 29th day of October 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City 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.

FILED
1965 NOV 1 AM 9:39

As witness my hand and Notarial Seal,

Bettie L. Breeden
Bettie L. Breeden *Notary Public.*

LEVY AND DITTO
Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF DESIRABLE FEE SIMPLE PROPERTY

SITUATE ON THE SOUTH SIDE OF MAINWAY PINES ON THE SEVERN ARNOLD, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County (in Equity) Case No. 17,454, the undersigned, Trustee, will sell at public auction on the premises, on

THURS., OCT. 28, 1965 AT 2 O'CLOCK P.M.

All that lot of ground and improvements thereon situate in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a point on the south side of Mainway said point being at the division line between Lots 76 and 77 as shown on a Plat of "The Pines on the Severn," recorded among the Land Records of Anne Arundel County in Plat Book 1, page 14, thence binding on the south side of said Mainway south 87 degrees 29 minutes east 86 feet thence running across Lot 78 as shown on said Plat, for a line of division south 10 degrees 11 minutes east 114 feet to intersect the eastern boundary line of Lot 78, thence south 10 degrees 10 minutes 40 seconds east 41.87 feet to a point, thence north 84 degrees 51 minutes west 17.90 feet to the southeast corner of said lot 78, thence running with the southernmost boundary line of Lots 78 and 77, north 87 degrees 29 minutes west 102.10 feet to the division line between Lots 76 and 77 thence with said division line north 2 degrees 31 minutes east 150 feet to the place of beginning.

The improvements thereon consist of a frame and brick split level dwelling with connected garage, containing 7 rooms (3 bedrooms and family room), utility room and 2½ baths with gas fired hot air heat.

Subject to restrictions and utility agreements of record affecting said property.

TERMS OF SALE: Cash. A deposit of $1,000.00 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 unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges, including District Sanitary charges, of any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and County Transfer Tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY
Trustee

ALEX COOPER
Auctioneers, Inc.

O-28

ORDER NISI

LIBER 166 PAGE 232

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate

versus

CARL C. BAUMANN, JR. and IRIS MARIE BAUMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,454 Equity

Ordered, this 1st day of November, 19 65, 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 6th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $ 19,500.00

Louis N. Phipps Clerk.

True Copy,

William M. Levy, Esq.
(Final Order)

TEST: Clerk.
FOR: Maryland Gazette (Nov. 4th Edition)

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC., a body corporate

versus

CARL C. BAUMANN, JR. and IRIS MARIE BAUMANN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December, 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 Gaither
JUDGE.

FILED

1965 DEC -8 AM 10: 25

13

LEVY AND DITTO
Solicitors
1507 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF DESIRABLE FEE SIMPLE PROPERTY

SITUATE ON THE SOUTH SIDE OF MAINWAY PINES ON THE SEVERN ARNOLD, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County (in Equity) Case No. 17,-454, the undersigned, Trustee, will sell at public auction on the premises on

THURS., OCT. 28, 1965 AT 2 O'CLOCK P.M.

All that lot of ground and improvements thereon situate in the Third Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a point on the south side of Mainway said point being at the division line between Lots 76 and 77 as shown on a Plat of "The Pines on the Severn," recorded among the Land Records of Anne Arundel County in Plat Book 1, page 14, thence binding on the south side of said Mainway south 87 degrees 29 minutes east 86 feet thence running across Lot 78 as shown on said Plat, for a line of division south 10 degrees 11 minutes east 114 feet to intersect the eastern boundary line of Lot 78, thence south 10 degrees 10 minutes 40 seconds east 41.87 feet to a point, thence north 84 degrees 51 minutes west 17.90 feet to the southeast corner of said lot 78, thence running with the southernmost boundary line of Lots 78 and 77, north 87 degrees 29 minutes west 102.10 feet to the division line between Lots 76 and 77 thence with said division line north 2 degrees 31 minutes east 150 feet to the place of beginning.

The improvements thereon consist of a frame and brick split level dwelling with connected garage, containing 7 rooms (3 bedrooms and family room), utility room and 2½ baths with gas fired hot air heat.

Subject to restrictions and utility agreements of record affecting said property.

TERMS OF SALE: Cash. A deposit of $1,000.00 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 unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges, including District Sanitary charges, of any, and all other assessments and public charges to be adjusted to the day of sale; cost of all documentary revenue stamps and County Transfer Tax, if any, to be borne by the Purchaser.

WILLIAM M. LEVY
Trustee

ALEX COOPER
Auctioneers, Inc. O-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 233

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed Trustee's Sale Case No. 17,454 Pines on The Severn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of October, 1965. The first insertion being made the 7th day of October, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1965 NOV -3 PM 1:56

By H. Feighman

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 166 PAGE 234

ADDITIONAL BOND LIBER 13 PAGE 295
Bond No. 79 25 211 No. 17,454

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 Thousand Five Hundred and 00/100 - - - ($1,500.) - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of November 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 and Loan Association of Baltimore City, Inc.

vs:

Carl C. Baumann, Jr. and Iris Marie Baumann, 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:

Isabel A. Ridge

William M. Levy (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Carolyn Backhaus *As to Surety*
Carolyn Backhaus

By A. John Southall *Attorney-in-Fact*
A. John Southall

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

FILED
1965 NOV -8 AM 10: 05

Bond approved this 8th day of November 1965
Louis N. Phipps Clerk

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,454 Equity

CENTURY SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, INC. a body corporate

versus

CARL C. BAUMANN, JR. and IRIS MARIE BAUMANN, his wife

Ordered, this 1st day of November, 1965, That the sale of the property in these proceedings mentoned made and reported by WILLIAM M. LEVY, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of December next; Provident, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $19,500.00.

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 235

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq 17,454

Carl C. Baumann, 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 6th day of December, 1965. The first insertion being made the 4th day of November, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 NOV 26 PM 2:00

No. M. G. 21-22

In the Case of

CENTURY SAVINGS & LOAN ASSOC. OF BALTIMORE CITY, INC.

VS.

CARL C. BAUMANN, JR., ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,454 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 DEC 17 AM 10:11 FILED

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this.....day of....., 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: ....., deputy

FILED

1966 JAN -4 AM 9:15

18

Dr. Mortgaged Real Estate of Carl C. Baumann, Jr. and Iris Marie Baumann, his wife

LIBER 166 PAGE 237

In Acct. with William M. Levy, Trustee

				Cr.			
By	Amount of sale as per Trustee's Report						
	of Sale filed			19,500	00		
By	Interest, 6% on purchase money from						
	10/28/65 to 12/8/65			130	00		
By	Adjustment, taxes from 10/28/65 to 6/30/66			228	76		
By	Adjustment, sanitary charges from						
	10/28/65 to 12/31/65			4	43		
						19,863	19
To	Trustee for fee, viz	75	00				
To	Trustee for commission, viz	579	19				
				654	19		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	31	50				
	Auditor, this account	35	00				
				76	50		
To	Trustee for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	99	00				
	Sunpapers - advertising - sale	71	50				
	Fidelity & Deposit Co. of Maryland - bond	78	00				
	Alex Cooper Auctioneers Inc. - fee	400	00				
	Taxes from 7/1/65 to 6/30/66	340	34				
	Metered water charges	8	05				
				996	89		
To	Century Savings & Loan Assoc. of						
	Baltimore City, in full as per mortgage						
	claim filed	17,800	29				
	Interest 5 3/4% on principal balance						
	$17,495.07 from 9/1/65 to 12/31/65	335	32				
				18,135	61		
						19,863	19

LIBER 166 PAGE 238

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
John M. Faherty and	*	ANNE ARUNDEL COUNTY
Betty Lee Faherty, his wife	*	Equity No. 16,377

* * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

H. Allen Mezger,
Attorney named in Mortgage

FILED

1964 MAY 25 AM 9:41

ZGER & MEZGER
ATTORNEYS AND
NSELLORS AT LAW
BALTIMORE, MD.

LIBER 166 PAGE 239

6437

No. 16,377 Equity

BOOK 1419 PAGE 35

THIS MORTGAGE, Made this 29th day of August - - -, in the year one thousand nine hundred and sixty - - -, between JOHN M. FAHERTY and BETTY LEE FAHERTY, his wife, - - - - - - - - of the County of Anne Arundel - , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

NO STAMPS REQUIRED

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Eight Thousand Seven Hundred ($8,700.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent of the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Sixty-two and no/100 ($62.00) dollars - - - - - commencing on the First - - - day of October 1 , 1960 , and on the First - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors - - - - - - - - do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - lot of ground situate and lying in the Fourth Election District, Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. Twenty-eight (28) as shown on the Plat of Ridge View, recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 26.

BEING the same lot of ground which by deed of even date, recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Ralph L. Lowman, Inc., a body corporate, to the said mortgagors.

FILED

1964 MAY 25 AM 9:41

& MEZGER
NEYS AND
ORS AT LAW
MORE, MD.

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on the payment date shown on Page One, each and every month the sum of Sixteen and no/100 ($16.00) dollars - - - - - - - - - - for the payment of taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. (In the event the mortgagee holds a prior mortgage on aforesaid property, the payments for such purposes shall only begin upon release of said prior mortgage.) Should such payments be insufficient the mortgagee, its successors or assigns, is hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said

:GER & MEZGER
.TTORNEYS AND
NSELLORS AT LAW
·LTIMORE, MD.

3

premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the hereby mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and payable as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or receivership proceedings, voluntary or involuntary, against the said mortgagors (or either of them) this mortgage will immediately mature, and will entitle the mortgagee to foreclose this mortgage without notice; (8) That after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, interest, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defend itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage account.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property; which right to possession shall immediately cease and be surrendered in the event of the maturing of the mortgage through default under covenant (7) above.

AND the said mortgagors hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or I. Winston Mezger, or H. Allen Mezger, their duly constituted Attorneys or Agents, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale including a fee of One Hundred ($100.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the City/County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under

ER & MEZGER
TORNEYS AND
SELLORS AT LAW
LTIMORE, MD.

this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whosoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

THE mortgagors named herein, other than the title owners of the property or properties described herein, join in the execution of these presents for the purpose of inducing the mortgagee to make the mortgage loan as herein set forth and do hereby jointly and severally guarantee the performance of the terms, covenants and conditions of this mortgage and the repayment of the principal debt and all other sums due thereunder.

IT IS UNDERSTOOD AND AGREED that in consideration of the initial service charge paid by the mortgagors, this mortgage may be pre-paid in whole or part, at any time, without penalty.

THE said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

John M. Faherty (SEAL)

Betty Lee Faherty (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY - OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of August 1960, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John M. Faherty and Betty Lee Faherty, his wife,

known to me (or satisfactorily proven) to be the persons whose names is/are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

1100

H.Allen Mezger Notary Public

My Commission expires May 1st, 1961.

Rec'd for record Aug. 30, 1960 at 11:01 A.M.

Mailed to Mezger & Mezger

ZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
BALTIMORE, MD.

LIBER 166 PAGE 243

H. Allen Mezger, Attorney
named in Mortgage
VS
John M. Faherty
and
Betty Lee Faherty, his wife

IN THE
CIRCUIT COURT
-OF-
ANNE ARUNDEL COUNTY

Equity No. 16,377

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,700.00
Less - Total amount paid on account of Principal	$ 456.38	
Less - Credit Expense Account	112.05	568.43
Net Balance	$ 568.43	$ 8,131.57
Plus accumulated interest to June 30th, 1964 (with interest thereafter at rate of 6% per annum)		82.85
Total Amount of Mortgage Indebtedness		$ 8,214.42

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr. Treasurer
Henry C. Bourke, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 22nd, day of May, 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 Henry C. Bourke, Jr., Treasurer of Arundel Federal Savings and Loan Association of Baltimore City the MORTGAGEE in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Peyton Paul Phillips
Notary Public

PEYTON PAUL PHILLIPS NOTARY PUBLIC BALTIMORE MD.

My Commission Expires May 3rd, 1965.

FILED

1964 MAY 25 AM 9:40

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

LIBER 160 PAGE 244

H. Allen Mezger, Attorney

named in Mortgage

vs.

John M. Faherty and

Betty Lee Faherty, his wife

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity NO. 16377

Docket .... Folio ....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ county of Anne Arundel, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County personally appeared John P. Helmer, - - - - - - - - - - -

- -

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

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE CITY

BY: John P. Helmer
John P. Helmer *Affiant.* President

Subscribed and sworn to before me

this 1st day of October 1965

E. Jane Rusinek
Notary Public
E. Jane Rusinek
My commission expires July 1st, 1967.

E. JANE RUSINEK NOTARY PUBLIC Anne Arundel County

FILED
1965 OCT -4 AM 9:53

7

LIBER 166 PAGE 245

H. Allen Mezger,
Attorney named in Mortgage

VS

John M. Faherty and
Betty Lee Faherty

IN THE

CIRCUIT COURT

-OF-

Anne Arundel County

Equity No. 16377

Equity No.

AMENDED
STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 8,700.00
Less - Total amount paid on account of Principal	$715.32	
Less - Credit Expense Account	73.12	788.44
Net Balance	$788.44	$ 7,911.56
Plus accumulated interest to October 31,65 (with interest thereafter at rate of 6% per annum)		75.02
Total Amount of Mortgage Indebtedness		$ 7,986.58

ARUNDEL FEDERAL SAVINGS & LOAN
ASSOCIATION OF BALTIMORE CITY

By: M. Richmond Farring
M. Richmond Farring, ~~Treasurer~~ Exec. V. P.

STATE OF MARYLAND, CITY OF BALTIMORE, sct.

I HEREBY CERTIFY, That on this 13th day of September 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 M. Richmond Farring, Exec. Vice President of Arundel Federal Savings and Loan Association of Baltimore City the ~~Mortgagee~~ in the above entitled cause and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal

Charles W. Wilkerson
Charles W. Wilkerson Notary Public

My Commission Expires July 1, 1967.

FILED

1965 OCT -4 AM 9:53

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 13 PAGE 273

No. 16,377 Equity

Know all Men by these Presents:

LIBER 166 PAGE 246

THAT WE H. Allen Mezger

of Suite 419, One North Charles, Baltimore, Maryland 21201

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 27th *day of* September *in the year of our Lord nineteen hundred and* sixty-five

WHEREAS, the above bounden H. Allen Mezger

by virtue of a power contained in mortgage from

John M. Faherty and Betty Lee Faherty, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated August 29, 1960 *and recorded in Liber* GTC

No. 1419 *folio* 35 *etc., one of the Land Record Books of*

Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* H. Allen Mezger

is about to execute the power vested in him in said mortgage;

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

Signed, sealed and delivered in the presence of

Joyce W. Waltemeyer
Joyce W. Waltemeyer

H. Allen Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Elsie C. Evans
Elsie C. Evans -- Attorney-in-Fact

ATTEST:

Barbara Hufham
Barbara Hufham

Bond approved this 4th day of October, 1965

Lewis N. Phipps, Clerk

FILED

1965 OCT -4 AM 9:53

9

H. Allen Mezger, Attorney

named in Mortgage

vs.

John M. Faherty and

Betty Lee Faherty, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity NO. 16377

LIBER 166 PAGE 247

* * * * * * * * *

CERTIFICATION

WE HEREBY CERTIFY, that on the 8th day of October, 1965, we sold at public auction for the highest price obtainable to Ralph L. Lowman, Inc. - - - - - - - the property described as follows:

BEING KNOWN AND DESIGNATED AS Lot No. Twenty-eight (28) as shown on the Plat of Ridge View, recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 26.

at and for the price of Eight Thousand Eight Hundred ($8800.00) Dollars.

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by JOHN M. MILLER, JR., its President.

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

By: John M. Miller, Jr.

John M. Miller, Jr. - - - - President

I/We, the undersigned, hereby certify:

That I/We purchased the above described property at and for the price of $8800.00

That I/We agree to comply with the terms of sale as set forth in the advertisement of the said sale.

That I/We purchased the property on our own behalf and there are no other persons who are interested as principals.

That I/We have not directly or indirectly discouraged anyone from bidding at the time of the sale.

~~AS WITNESS my hand and seals this day of 19~~

IN TESTIMONY WHEREOF, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by ~~[illegible]~~ Sweetser Linthicum, its duly authorized Agent and Attorney.

_____ (SEAL)

Ralph L. Lowman, Inc.

By Sweetser Linthicum (SEAL)

agent & atty

STATE OF MARYLAND, - - - CITY OF BALTIMORE - - - - - - - to wit:

I HEREBY CERTIFY, That on this 8th day of October, 1965, before me, the subscriber, a Notary Public of the State and city aforesaid, personally appeared JOHN M. MILLER, JR., President of E. T. Newell & Co., Inc., and Sweetser Linthicum, Attorney and Agent of Ralph L. Lowman, Inc., - who made oath in due form of law that the matters and facts set forth above are true to their best knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Charles W. Wilkerson

Charles W. Wilkerson - - - Notary Public

My Commission Expires: July 1st, 1967.

FILED

1965 OCT 11 AM 10:48

10

LIBER 166 PAGE 248

H. Allen Mezger, Attorney	*	IN THE
named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
John M. Faherty and	*	ANNE ARUNDEL COUNTY
Betty Lee Faherty, his wife	*	Equity No. 16377

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Allen Mezger, Attorney named in Mortgage, of the mortgage from John M. Faherty and Betty Lee Faherty, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property there described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, said H. Allen Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, October 8th, 1965, at 2:00 p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fourth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Ralph L. Lowman, Inc., who was then and there the highest bidder, at and for the sum of Eight Thousand Eight Hundred ($8,800.00) Dollars, of which a deposit of Eight Hundred Eighty ($880.00) Dollars, was made at time of sale, balance of the purchase price to bear interest at the rate of 6% per annum to be paid upon ratification of said sale and all expenses adjusted to date of sale. Property transfer tax imposed by a local ordinance and costs for all revenue stamps to be paid for by purchasers.

H. Allen Mezger,
Attorney named in Mortgage

FILED
1965 OCT 11 AM 10:48

ZGER & MEZGER
.TTORNEYS AND
NSELLORS AT LAW
3ALTIMORE, MD.

//

LIBER 166 PAGE 249

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared H. Allen Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Charles W. Wilkerson

Charles W. Wilkerson - - - Notary Public

My commission expires July 1st, 1967

ER & MEZGER
TORNEYS AND
SELLORS AT LAW
LTIMORE, MD.

12

H. Allen Mezger, Atty.

Maryland Gazette
(for Oct. 14 edition)

LIBER 166 PAGE 250

ORDER NISI

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN M. FAHERTY and BETTY LEE FAHERTY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,377 Equity

Ordered, this 11th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of November next.

The report states that the amount of sale was $ 8,800.00

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN M. FAHERTY and BETTY LEE FAHERTY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of November, 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. Marshall Wilkinson
JUDGE.

FILED
1965 NOV 16 PM 3:28

13

MEZGER & MEZGER
Attorneys
One North Charles
Baltimore 1, Maryland

Attorney's Mortgage Sale

OF VALUABLE FEE SIMPLE RESIDENTIAL PROPERTY

IMPROVED WITH A frame dwelling with composition roof and asbestos shingles, containing four rooms and bath and clubroom in basement, g a s burner, situate southeast side of Hanford Drive, Fourth Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage dated August 29th, 1960, from John M. Faherty and Betty Lee Faherty, his wife, said mortgage being duly recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1419, folio 35, the undersigned as Attorney, will offer for sale at public auction on the premises on

FRIDAY, OCTOBER 8th, 1965, AT 2:00 O'CLOCK P.M.

the following described property:

BEING KNOWN AND DESIGNATED AS Lot No. Twenty-eight (28) as shown on the Plat of Ridge View, recorded among the Plat Records of Anne Arundel County in Plat Book No. 24, folio 26.

14 No.

TERMS OF SALE: A cash deposit of 10 per cent of the purchase price will be required of purchaser at time and place of sale; balance of purchase money in cash upon final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of 6 per cent per annum from day of sale to day of settlement. Taxes and all other expenses to be adjusted to day of sale. Property transfer tax imposed by a local ordance and costs for all revenue stamps to be paid for by the purchaser.

H. ALLEN MEZGER
Attorney Named in Mortgage

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

O-7

LIBER 166 PAGE 251

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 14, 1965

We hereby certify, that the annexed

Attorney's Mortgage Sale

John M. Faherty

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of October, 1965. The first insertion being made the 16th day of September, 1965.

FILED
1965 OCT 15 PM 2:03

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,377 Equity

H. ALLEN MEZGER, Attorney named in Mortgage

versus

JOHN M. FAHERTY and BETTY LEE FAHERTY, his wife

Ordered, this 11th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by H. Allen Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of November next.

The report states that the amount of sale was $8,800.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-4

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 252

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 12, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 16,377

John M. Faherty

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 November, 1965. The first insertion being made the 14th day of October, 1965.

FILED

1965

15

No. M. G. 8-5-19

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 166 PAGE 253

In the Case of

H. ALLEN MEZGER, ATTORNEY NAMED IN MORTGAGE

VS.

JOHN M. FAHERTY AND

BETTY LEE FAHERTY, HIS WIFE

In the

Circuit Court

For

Anne Arundel County

No. 16,377 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 DEC 20 AM 10:20

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of January, 1966, 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. Wagner, deputy

FILED

1966 JAN -5 AM 9:08

16

Dr. Mortgaged Real Estate of John M. Faherty and
Betty Lee Faherty, his wife

LIBER 166 PAGE 254

In Acct. with H. Allen Mezger, Attorney Named in Mortgage

						Cr.	
By	Amount of sale as per Attorney's Report						
	of Sale filed			8,800	00		
By	Interest 6% on deferred payment						
	$7,920.00 from 10/8/65 to 12/3/65			72	60		
						8,872	60
To	Attorney for fee, viz	100	00				
To	Attorney for commission, viz	294	00				
				394	00		
To	Attorney for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	19	50				
	Auditor, this account	35	00				
				64	50		
To	Attorney for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	85	00				
	Sunpapers, advertising - sale	14	85				
	Maryland Casualty Co. - bond	32	00				
	E. T. Newell & Co., Inc. - auctioneer's fee	280	00				
	Adjustment, taxes from 7/1/65 to 10/8/65	57	32				
				469	17		
To	Arundel Federal Savings & Loan Assoc.,						
	Mortgagee on account of mortgage claim	7,944	93				
				7,944	93		
						8,872	60
	Balance due on mortgage as per mortgage						
	claim filed	7,986	58				
	Interest 6% on principal balance						
	$7,911.56 from 11/1/65 to 12/30/65	79	87				
		8,066	45				
	Credit amount allowed above	7,944	93				
	This amount subject to decree in personam	121	52				

LIBER 166 PAGE 255

PETITION FOR FORECLOSURE

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate

vs.

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16,507.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the plaintiff respectfully represents

That on the 18th day of September A.D. 1961 the defendants executed and delivered to The Augusta Building and Loan Association, Inc. a mortgage upon certain fee simple property in the County of Anne Arundel, therein described, to secure the payment of the mortgage debt of $7,150.00 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 owing to a breach of the covenants therein said mortgage is now in default.

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

And as in duty, &c.

Albert J. Goodman

WILLIAM C. ROGERS, Attorney for Plaintiff
113 E. Balto. St.
Baltimore, Maryland 21202
Sa. 7-4456

FILED

1964 AUG -6 AM 10:28

"Petitioner's Exhibit No. 1"

City-County Form.

LIBER 166 PAGE 256

No. 16,504 9487

BOOK 1509 PAGE 236

This Mortgage,

Made this 18th- - - day of September- - -, in the year one thousand, nine hundred and sixty-one- - - - -, between CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife - of Anne Arundel County- - - - - - - - - - - - -, in the State of Maryland, Mortgagor s, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor s, being member s of said body corporate, ha ve received therefrom an advance of SEVENTY-ONE HUNDRED FIFTY ($7,150.00)- - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described, on their- - - 55- - shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said Mortgagor s ha ve 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 FIFTY-ONE DOLLARS AND TWENTY-THREE CENTS-------- ($51.23), being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of SIXTEEN DOLLARS AND SEVENTY-SEVEN CENTS----------- ($16.77) 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 s, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

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

BEING known and designated as Lots Nos. 17, 18, 19, 20, 21, 46, 47, 48, Section 78 of Outing Park (now commonly called "Green Haven") as the same are shown on the Plat of Outing Park, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 102, and now filed among the said Plat Records in Plat Cabinet No. 2 Rod C-2 Plat No. 102 each of said lots being twenty-five feet wide and one hundred feet deep and the said eight lots form an irregular parcel of land 125 feet wide fronting on the north side of Duvall Avenue formerly called Sixth Street and 75 feet wide on the south side of Fifth Street. The improvements thereon being now known as No. 105 Duvall Avenue.

BEING the same lot of ground which by deed dated even date herewith and

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intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto was granted and conveyed by ALTON LEROY DAVIS and HELEN M. DAVIS, his wife unto CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife, the within Mortgagors.

A LATE CHARGE SHALL be paid by the Mortgagors in connection with any payment as provided for in this Mortgage which shall not have been paid within ----15----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 mortgagors 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 and during the term of years from the date hereof and renewable forever, subject to the payment of the yearly rental of $ payable in equal semi-annual installments on the days of and of each and every year~~ forever in fee simple.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to 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 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 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 s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (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 s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (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 s, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do---hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor s do -- 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 published in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00)- 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 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 Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hand s and seal s of the said Mortgagors.

WITNESS:

Thomas E. Kelly, Jr.
THOMAS E. KELLY, JR.

Cecil C. Simmons (SEAL)
CECIL C. SIMMONS

Joyce E. Simmons (SEAL)
JOYCE E. SIMMONS

4

5

LIBER 166 PAGE 259

BOOK 1509 PAGE 239

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of September, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared CECIL C. SIMMONS and JOYCE E. SIMMONS, 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 E. Taylor Boden, 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 that he is Agent of said mortgagee, duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

THOMAS E. KELLY, JR. Notary Public

My commission expires May 6th 1963.

THOMAS E. KELLY, NOTARY PUBLIC, BALTIMORE, MD.

1100

Rec'd for record Sept 20 1961 at 11:34 A.M.

Mailed to The Security Title Guarantee Corp. of Balto.

MORTGAGE

FROM

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

TO

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

105 Dewall Ave

BLOCK NO. 96

Received for Record 19

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

Clerk.

Cost of Record, $ 11.00

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE

The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. 45625

WRITTEN BY

FORM APPROVED

READY FOR RECORD

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	
CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife	No. 16,507 Equity

STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage from CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife to The Augusta Building and Loan Association, Inc. dated September 18, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1509, folio 236.

July 22, 1964

Cecil C. Simmons and wife
105 Duvall Avenue
Anne Arundel County

Original amount of loan	$7,150.00
Balance due on Mortgage (July 1964 interest included)	$6,621.60

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY Arthur G. Bush
ARTHUR G. BUSH, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 22nd 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 Arthur G. Bush, Vice President of The Augusta Building and Loan Association, Inc. and made oath in due form of law that the aforegoing is a true and just Statement of the amount of the Mortgage Claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

HERBERT C. MOORE NOTARY PUBLIC BALTIMORE, MD.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

FILED
1964 AUG -6 AM 10: 28

LIBER 166 PAGE 261

DECREE FOR SALE OF MORTGAGE PREMISES

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate

vs.

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 16507

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 6th day of August, in the year nineteen hundred and sixty-four, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that William C. Rogers 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 Seventy-Two Hundred Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by a 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 or weekly newspaper or newspapers published in the County of Anne Arundel, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, with deposit of $500.00 at the time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, personal representatives and assigns, the property and estate to him, her or them, sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming, by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; 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.

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1964 AUG-7 AM 9:01

Matthew S. Evans
Judge

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THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	16,507 EQUITY
CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife	*	

* * *

AMENDED STATEMENT OF MORTGAGE DEBT

The Statement of Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage from Cecil C. Simmons and Joyce E. Simmons, his wife to The Augusta Building and Loan Association, Inc. dated September 18, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C No. 1509, folio 236.

Cecil C. Simmons and wife
105 Duvall Avenue
Anne Arundel County

September 16, 1965

Original amount of Loan	$7,150.00
Balance due on Mortgage (September 1965 interest included)	$6,393.30

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

Arthur G. Bush

ARTHUR G. BUSH, Vice President

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

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, personally appeared Arthur G. Bush, Vice President of The Augusta Building and Loan Association, Inc. and made oath in due form of law that the aforegoing is a true and just Statement of 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

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1965 SEP 20 PM 2:40

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

LIBER 166 PAGE 263

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate
vs.
CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

IN THE
CIRCUIT COURT
FOR
~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
No. 16,507 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 Arthur G. Bush, Vice President of The Augusta Building and Loan Assn., 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 defendants are not in the military service of the United States,

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

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

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

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

ARTHUR G. BUSH *Affiant.* Vice President

Subscribed and sworn to before me this 6th day of OCTOBER 1965

Notary Public
HERBERT C. MOORE

FILED
1965 OCT -8 AM 10:05

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 166 PAGE 264

Bond No. 79 25 071

LIBER 13 PAGE 276.

No. 16, 507 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, William C. Rogers, 6 South Calvert Street, 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 Seven Thousand Two Hundred and 00/100- -($7,200.)- - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of October in the year of our Lord one thousand nine hundred and sixty-five.

WHEREAS, the above bounden William C. Rogers 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 Augusta Building and Loan Association, Inc.

vs:

Cecil C. Simmons and Joyce E. Simmons h/w

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William C. Rogers

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:

Herbert C. Moore

William C. Rogers (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Regina Tyler
Regina Tyler *As to Surety*

By A. John Southall
A. John Southall Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

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

FILED

1965 OCT -8 AM 10:05

Bond approved this 8th day of October, 1965

Lewis N. Phipps, Clerk

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LIBER 166 PAGE 265

RE: 105 Duvall Avenue

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 11th day of October 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) The Augusta Building and Loan Association, Inc. and made oath in due form of law that he is/~~are~~ the purchaser(s) of said property as agent ~~xxxxxxxxxx~~ for The Augusta Building and Loan Association, Inc. 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 ~~The~~ Augusta Building and Loan
Association, Inc.

PURCHASER

HERBERT C. MOORE, Notary Public

FILED

1965 OCT 13 AM 9:57

11

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	16,507 EQUITY
CECIL C. SIMMONS and JOYCE E. SIMMONS, 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, Trustee, appointed by the decree in the above entitled cause, to make sale of No. 105 Duvall Avenue 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 Evening Capital a daily newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee, William C. Rogers, did pursuant to said notice on Saturday, October 9, 1965 at 11:00 A.M. o'clock attend at the court house door and then and there sold the said fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report unto The Augusta Building and Loan Association, Inc., at and for the sum of $6,000.00, which price was the highest amount bid for the property.

WILLIAM C. ROGERS, Trustee.

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, That on this 11th day of October, 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, 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.

HERBERT C. MOORE, Notary Public

FILED
1965 OCT 13 AM 9:57

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LIBER 166 PAGE 267

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland
and
WILLIAM C. ROGERS
6 S. Calvert St.
Baltimore, Maryland
Solicitors

Trustee's Sale
OF FEE SIMPLE PROPERTY

105 DUVALL AVENUE
(OUTING PARK),
GREENHAVEN

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in the case entitled The Augusta Building and Loan Association, Inc., a body corporate vs. Cecil C. Simmons and Joyce E. Simmons, his wife, (decree for sale of mortgaged premises), the undersigned Trustee will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY
OCTOBER 9, 1965
AT
11:00 O'CLOCK A.M.

All those lots and improvements thereon situate and lying in Anne Arundel County and described as follows, to wit:

BEING known and designated as Lots Nos. 17, 18, 19, 20, 21, 46, 47, 48, Section 78 of Outing Park, (now commonly called "Green Haven") as the same are shown on the Plat of Outing Park, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 102, and now filed among the said Plat Records in Plat Cabinet No 2, Rod C-2 Plat No. 102 each of said lots being twenty-five feet wide and one hundred feet deep and the said eight lots form an irregular parcel of land 125 feet wide fronting on the north side of Duvall Avenue formerly called Sixth Street and 75 feet wide on the south side of Fifth Street. The improvements thereon being now known as No. 105 Duvall Avenue.

The improvements consist of a one-story rancher with three bedrooms and one 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 the 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,
Trustee
6 S. Calvert St.
Baltimore, Maryland 21202
SA. 7-4456

ROBERT H. CAMPBELL,
Auctioneer

O-8

ORDER NISI

LIBER 166 PAGE 268

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate

versus

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 16,507 Equity

Ordered, this 13th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sale was $ 6,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

William C. Rogers, Attorney
(Final Order)

For: Evening Capital (Oct. 15th Edition)

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate

versus

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of November, 1965 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Marshall Childs
JUDGE.

13

FILED
1965 NOV 18 PM 2:49

ALBERT J. G[illegible]MAN
156 South S[illegible]et
Annapolis, Maryland
and
WILLIAM C. ROGERS
6 S. Calvert St.
Baltimore, Maryland
Solicitors

Trustee's Sale

OF FEE SIMPLE PROPERTY

105 DUVALL AVENUE
(OUTING PARK),
GREENHAVEN

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in the case entitled The Augusta Building and Loan Association, Inc., a body corporate vs. Cecil C. Simmons and Joyce E. Simmons, his wife, (decree for sale of mortgaged premises), the undersigned Trustee will sell at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland on

SATURDAY
OTOBER 9, 1965
AT
11:00 O'CLOCK A.M.

All those lots and improvements thereon situate and lying in Anne Arundel County and described as follows, to wit:

BEING known and designated as Lots Nos. 17, 18, 19, 20, 21, 46, 47, 48, Section 78 of Outing Park, (now commonly called "Green Haven") as the same are shown on the Plat of Outing Park, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 102, and now filed among the said Plat Records in Plat Cabinet No. 2, Rod C-2 Plat No. 102 each of said lots being twenty-five feet wide and one hundred feet deep and the said eight lots form an irregular parcel of land 125 feet wide fronting on the north side of Duvall Avenue formerly called Sixth Street and 75 feet wide on the south side of Fifth Street. The improvements thereon being now known as No. 105 Duvall Avenue.

The improvements consist of a one-story rancher with three bedrooms and one 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 the 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,
Trustee
6 S. Calvert St.
Baltimore, Maryland 21202
SA. 7-4456

ROBERT H. CAMPBELL,
Auctioneer

O-8

N[illegible]
14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 269

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 14, 1965

We hereby certify, that the annexed

Trustee's Sale

Cecil C. Simmons

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 October, 1965. The first insertion being made the 17th day of September, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

1965 OCT 15 PM 2 03 By [illegible]

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 16,507 Equity

The Augusta Building and Loan Association, Inc., a body corporate

versus

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife

Ordered, this 13th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by William C. Rogers, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sale was $6,000.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-5

FILED
1965 NOV 8 C.P. 2.11
No. E.8C.P. 5.30
15

OFFICE OF

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HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 270

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1965

We hereby certify, that the annexed Order Nisi Sale Eq. 16,507 Cecil C. Simmons

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of November, 1965. The first insertion being made the 15th day of October, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

In the Case of

LIBER 166 PAGE 271

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

VS.

CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 16,507 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 29 PM 2:28 FILED

All of which is respectfully submitted.

November 29, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 5th day of January, 1966, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Clerk

Per: R. E. Wayson, deputy

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16

Dr. THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC. vs. CECIL C. SIMMONS and JOYCE E. SIMMONS, his wife,

LIBER 166 PAGE 272

In Acct. with WILLIAM C. ROGERS, Trustee

					Cr.	
1965, October 9,						
Proceeds of Sale	6,000	00				
Interest on deferred payment of $5,500.00 from						
10/9/65 to 11/22/65 @ 6%	39	42	6,039	42		
					6,039	42
To Trustee for fee, viz:	200	00				
To Trustee for commissions, viz:	211	18	411	18		
To Trustee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	28	00				
Auditor - stating this account	35	00	73	00		
To Trustee for expenses, viz:						
Capital-Gazette Press - advertising sale	91	00				
Capital-Gazette Press - Order nisi, sale	15	00				
Fidelity & Deposit Co. - bond premium	14	50				
Robert H. Campbell - auctioneer's fee	35	00				
One-half cost documentary stamps	9	90				
1965 County taxes, adj. 7/1/65 to 10/9/65 (123.03)	33	71				
Herbert C. Moore - notary fees	2	50	201	61		
To The Augusta Building and Loan Assn. Inc. this						
balance on account of claim filed	5,353	63	5,353	63		
					6,039	42
Amount of Mortgage claim filed	6,393	30				
Interest on principal amount of $6,393.30 from						
10/1/65 to 12/15/65 - 75 days @ 6%	79	02				
	6,472	32				
Credit amount allowed above	5,353	63				
Balance subject to Decree in Personam	1,118	69				

LIBER 166 PAGE 273

EX PARTE: : NO. 17,521 EQUITY

IN THE MATTER OF

THE SALE OF : IN THE CIRCUIT COURT

THE MORTGAGED REAL ESTATE OF : FOR

EDWARD C. LEE

: ANNE ARUNDEL COUNTY

: : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit, and file the original mortgage and statement of mortgage debt.

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
263-2400
Attorney Named in Mortgage

GOODMAN & BLOOM
ATTORNEYS AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

FILED

1965 OCT 25 PM 3:18

LIBER 166 PAGE 274

MORTGAGE FEE—COUNTY—$4.

BOOK 1717 PAGE 353

No. 17,521 Eq.

~~No. 17,183 Equity~~

This Mortgage, Made this 13th day of December

in the year nineteen hundred and sixty-three, by and between EDWARD C. LEE, unmarried,

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

and BERNARD M. BRADY, JR., Trustee,

Mortgagee , of the second part.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagee in the full and just sum of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00), being an amount loaned by the said Bernard M. Brady, Jr., Trustee, to the said mortgagor in accordance with the authority conferred upon him by Order of the Circuit Court for Anne Arundel County, dated October 30, 1963, in proceedings known as Number 15,330 Equity, Bernard M. Brady, Jr., etc., et al. vs. Bernard Martin Brady, Sr., et al; said sum to be repaid in annual installments of TWENTY-THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS ($2,333.33) each on December 13th of each and every year hereafter, together with interest at the rate of six per cent (6%) per annum on the unpaid balance, said interest payments to be made quarterly on the 13th day of March, June, September and December hereafter, until said purchase price, together with interest, shall have been fully paid, and as evidencing the same, has this day passed unto the said mortgagee his promissory note of even date herewith in the amount of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00), payable as aforesaid; and

14038

WHEREAS, it is hereby agreed and understood that the mortgagor shall have the right and privilege of reducing this mortgage at any interest paying period or to pay the entire debt hereby secured at any such time; and the mortgagee hereby agrees to accept such payment; and upon the full payment of said debt with all interest up to the date of actual payment, he will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor, Edward C. Lee,

does grant and convey unto the said Mortgagee, Bernard M. Brady, Jr., Trustee, his successors ~~heirs~~ and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Sixth Election District of Anne Arundel County, aforesaid, and described as follows:

BEING that lot of ground on Spa Creek and the Southeast side of Revell Street, with a frontage thereon of 81.61 feet, more or less, to the end of said Revell Street, the improvements thereon being known as No. 17 Revell Street; and being the same lot conveyed by Charles Ashby Brady and wife to Edith B. Grow, by Deed dated January 16, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 104; excepting, however, that portion thereof conveyed by said Edith B. Grow to the Mayor and Aldermen of the City of Annapolis by Deed dated January 11, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 888, folio 245.

BEING the same lot of ground conveyed to the said Edward C. Lee by Albert J. Goodman and James G. Woodward, Trustees, by deed dated November 7th, 1963 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1708, folio 24.

61.60

RECORDED FILED

1965 OCT 25 PM 3:18

1965 MAY -3 AM 9:24

2

LIBER 166 PAGE 275

BOOK 1717 PAGE 354

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of Bernard M. Brady, Jr., Trustee, his successors ~~heirs~~ and assigns, forever.

PROVIDED, that if the said mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of TWENTY-EIGHT THOUSAND ($28,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagee, his successors and assigns,

ALBERT J. GOODMAN, ~~personal representatives or assigns~~, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his successors and ~~personal representatives~~ assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of TWO HUNDRED ($200.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, his successors ~~personal representatives~~ and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his 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, does 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, an attorney's fee of ONE HUNDRED DOLLARS ($100.00) all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said attorney's fee, expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his successors and ~~personal representatives~~ or assigns, or ALBERT J. GOODMAN, 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 attorney's fee expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee principal, costs, expenses and commission.

AND the said mortgagor, for himself, his personal representatives and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his successors and ~~personal representatives~~ assigns, the improvements on the hereby mortgaged land to the amount of at least TWENTY-EIGHT THOUSAND ($28,000.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his successors ~~personal representatives~~ and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his successors ~~personal representatives~~ and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Norma R. Ford
Norma R. Ford

Edward C. Lee (SEAL)
Edward C. Lee

(SEAL)

(SEAL)

(SEAL)

4

5

LIBER 166 PAGE 277

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: BOOK 1717 PAGE 356

I Hereby Certify, that on this 13th day of December in the year nineteen hundred and sixty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD C. LEE, unmarried,

the Mortgagor named in the aforegoing Mortgage and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared BERNARD M. BRADY, JR., Trustee, 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.

NORMA R. FORD NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

900

Norma R. Ford

Norma R. Ford, Notary Public

Rec'd for record Dec. 13 1963 at 3:01 P.M.

Mailed to Albert J. Goodman

MORTGAGE

XXXXXX

TO

BERNARD M. BRADY, JR. TRUSTEE

XX

FROM

EDWARD C. LEE

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded

in Liber No. Folio &c.,

one of the Land Records of examined per

Clerk.

Cost of Record, $ 900

6.80

ALBERT J. GOODMAN
ATTORNEY AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

EX PARTE: : NO. 17,521 EQUITY

IN THE MATTER OF

THE SALE OF : IN THE CIRCUIT COURT

THE MORTGAGED REAL ESTATE OF : FOR

EDWARD C. LEE

: ANNE ARUNDEL COUNTY

: : : : : : :

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Bernard M. Brady, Jr., Trustee, under the mortgage from Edward C. Lee dated December 13, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1717, folio 353:

Principal debt as of June 13, 1965	28,000.00
Interest @ 6% from 6/13/65 to 11/13/65	700.00
	28,700.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared BERNARD M. BRADY, Jr., Trustee, mortgagee, and made oath in due form of law that the above statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Norma R. Ford

Norma R. Ford, Notary Public

FILED

1965 OCT 25 PM 3:18

)ODMAN & BLOOM
:TTORNEYS AT LAW
156 SOUTH STREET
INAPOLIS, MARYLAND

6

Sale of Real Estate—Md.

A STOCK COMPANY

LIBER 166 PAGE 279

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

NO. LIBER 17,521 PAGE 299 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Know All Men by these Presents:

THAT WE, ALBERT J. GOODMAN, attorney named in mortgage,

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THIRTY THOUSAND DOLLARS ($30,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 11th day of November, 1965, ~~one hundred and~~

Whereas, by virtue of a power of sale contained in a mortgage from Edward C. Lee to Bernard M. Brady, Jr., Trustee, bearing date on or about the 13th day of December, nineteen hundred and ~~sixty-four~~ three, the said Albert J. Goodman 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 of 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~~ and the said Principal is about to execute said power and make ~~by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure and the said Principal is about to execute said power and make the sale of the property described or referred in said mortgage~~ sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman 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 such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Albert J. Goodman (SEAL)
Albert J. Goodman
Attorney Named in Mortgage

(SEAL)

GLENS FALLS INSURANCE COMPANY

John A. Miller, Attorney

Bond approved this 5th day of November 1965

Lowell M. Phipps, Clerk

Form 15182

FILED
1965 NOV 15 PM 1:32

7

GOODMAN & [illegible]OM
Attorney
156 South Street
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED WATERFRONT REAL ESTATE

LOCATED AT NO. 17 REVELL STREET, IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRIC, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Edward C. Lee, unmarried, dated December 13, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1717, folio 353, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for sale at public auction at the courthouse door in the City of Annapolis, Maryland, on

WED., NOV. 17, 1965, AT 11 O'CLOCK A.M.

All that lot or parcel of ground situate and lying in the Sixth Election District of Anne Arundel County aforesaid and described as follows:

Being that lot of ground on Spa Creek and the southeast side of Revell Street, with a frontage thereon of 81.61 feet, more or less, to the end of said Revell Street, the improvements thereon being known as No. 17 Revell Street, and being the same lot conveyed by Charles Ashby Brady and wife to Edith B. Grow by deed dated January 16, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 104, excepting, however, that portion thereof conveyed by said Edith B. Grow to the Mayor and Aldermen of the City of Annapolis by deed dated January 11, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 888, folio 245.

No. E

Being the same property which was conveyed to the said Edward C. Lee by Albert J. Goodman and James G. Woodward, Trustees, by deed dated November 7, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1708, folio 24.

This property is improved by a three-story, stucco dwelling house with two apartments, and

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 280

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 13, 1965

We hereby certify, that the annexed

Attorney's Sale
No. 17, 521 Ea
Edward C. Lee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of November, 1965. The first insertion being made the 28th day of October, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

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1965 NOV 15 PM 2:08

By [signature]

all modern conveniences and a small detached outbuilding.

TERMS OF SALE: A deposit of ten per cent (10 per cent) of the purchase price will be required of the purchaser on the day of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale, the cost of all documentary stamps to be borne by purchaser.

For further particulars, apply to:

ALBERT J. GOODMAN
Attorney Named in Mortgage
156 South Street
Annapolis, Maryland
263-2400

ROBERT H. CAMPBELL,
Auctioneer

N-11

LIBER 166 PAGE 281

	: NO. 17,521	EQUITY
IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE SALE OF		
	:	FOR
THE MORTGAGED REAL ESTATE OF		
EDWARD C. LEE	:	ANNE ARUNDEL COUNTY

: : : : : : :

CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Attorney Named in Mortgage, the property described in the advertisement attached hereto to Myron S. Gordon and Lenora Gordon, his wife, at and for the sum of THIRTY-SEVEN THOUSAND EIGHT HUNDRED- - - - - - - - - - - - - DOLLARS ($ 37,800.00), they being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 17th day of November, 1965.

WITNESS:

Grace R. Hartge

Grace R. Hartge

Robert H. Campbell (SEAL)

Robert H. Campbell, Auctioneer

IMAN & BLOOM
ORNEYS AT LAW
SOUTH STREET
OLIS, MARYLAND

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1965 NOV 17 PM 12: 23

10

ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 166 PAGE 282

Goodman & Bloom
156 South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED WATERFRONT REAL ESTATE

Located at No. 17 Revell Street,
In the City of Annapolis, Sixth Election District
Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in a mortgage from Edward C. Lee, unmarried, dated December 13, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1717, folio 353, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for sale at public auction at the courthouse door in the City of Annapolis, Maryland, on

WEDNESDAY, NOVEMBER 17, 1965

AT 11:00 O'CLOCK A.M.

All that lot or parcel of ground situate and lying in the Sixth Election District of Anne Arundel County aforesaid and described as follows:

Being that lot of ground on Spa Creek and the southeast side of Revell Street, with a frontage thereon of 81.61 feet, more or less, to the end of said Revell Street, the improvements thereon being known as No. 17 Revell Street, and being the same lot conveyed by Charles Ashby Brady and wife to Edith B. Grow by deed dated January 16, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 104, excepting, however, that portion thereof conveyed by said Edith B. Grow to the Mayor and Aldermen of the City of Annapolis by deed dated January 11, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 888, folio 245.

Being the same property which was conveyed to the said Edward C. Lee by Albert J. Goodman and James G. Woodward, Trustees, by deed dated November 7, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1708, folio 24.

This property is improved by a three-story, stucco dwelling house with two apartments and all modern conveniences and a small detached outbuilding.

TERMS OF SALE: A deposit of ten per cent (10%) of the purchase price will be required of the purchaser on the day of sale, with interest from day of sale to date of settlement, taxes, insurance, and other expenses to be adjusted to day of sale, the cost of all documentary stamps to be borne by purchaser.

For further particulars, apply to:

FILED:
1965-Nov 17 PM 12,23

Albert J. Goodman,
Attorney Named in Mortgage
156 South Street
Annapolis, Maryland
263-2400

LIBER 166 PAGE 283

EX PARTE: : NO. 17,521 EQUITY

IN THE MATTER OF : IN THE CIRCUIT COURT

THE SALE OF

: FOR

THE MORTGAGED REAL ESTATE OF

EDWARD C. LEE : ANNE ARUNDEL COUNTY

: : : : : : :

AFFIDAVIT OF PURCHASER
PURSUANT TO MARYLAND RULE BR-6

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Myron S. Gordon and Lenora Gordon, his wife,

and made oath in due form of law:

(1) That (they) (are) the purchaser(s) of the property mentioned in these proceedings at the above-mentioned foreclosure sale.

(2) That (they) (are) not acting as agent(s) for anyone nor are there other persons interested as principals in said purchase.

OR

~~(2)--That in purchasing said property, he was acting as agent for _____ and that the fact of such agency was disclosed to the auctioneer prior to the sale.~~

~~If applicable (3)--That _____ are jointly interested with the affiant in the purchase of said property.~~

(4) That (they) (have) not, directly or indirectly,

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ODMAN & BLOOM
ATTORNEYS AT LAW
156 SOUTH STREET
NAPOLIS, MARYLAND

//

discouraged anyone from bidding for the said property.

Myron S. Gordon — Purchaser

Lenora Gordon — Purchaser

-or-

~~Appellant~~ _____

~~Purchaser~~

Norma R. Ford — Notary Public

GOODMAN & BLOOM
ATTORNEYS AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

LIBER 166 PAGE 285

EX PARTE:	:	NO. 17,521 EQUITY
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisement inserted in the "Evening Capital" (a newspaper printed and published in Anne Arundel County) once a week for three successive weeks, the first such publication being not less than fifteen (15) days prior to sale, and the last such publication being not more than one (1) week prior to sale, in accordance with the Maryland Rules of Procedure, he did, pursuant to said notice of sale, attend in person at the Courthouse door in the City of Annapolis, Maryland, on Wednesday, November 17, 1965, at 11 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 said mortgage, to wit:

All that lot or parcel of ground situate and lying in the Sixth Election District of Anne Arundel County aforesaid and described as follows:

Being that lot of ground on Spa Creek and

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ATTORNEYS AT LAW
156 SOUTH STREET
NAPOLIS, MARYLAND

12

the southeast side of Revell Street, with a frontage thereon of 81.61 feet, more or less, to the end of said Revell Street, the improvements thereon being known as No. 17 Revell Street, and being the same lot conveyed by Charles Ashby Brady and wife to Edith B. Grow by deed dated January 16, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56, folio 104, excepting, however, that portion thereof conveyed by said Edith B. Grow to the Mayor and Aldermen of the City of Annapolis by deed dated January 11, 1954, and recorded among the aforesaid Land Records in Liber J.H.H. No. 888, folio 245.

Being the same property which was conveyed to the said Edward C. Lee by Albert J. Goodman and James G. Woodward, Trustees, by deed dated November 7, 1963, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1708, folio 24.

Said property being sold to Myron S. Gordon and Lenora Gordon, his wife, at and for the sum of THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS, they being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
156 South Street
Annapolis, Maryland
263-2400
Attorney Named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of November, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, attorney named in mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Norma R. Ford, Notary Public

ODMAN & BLOOM
TTORNEYS AT LAW
156 SOUTH STREET
NAPOLIS, MARYLAND

LIBER 166 PAGE 287

Albert J. Goodman, Attorney

FOR: EVENING CAPITAL
Nov. 19th Edition

ORDER NISI

EX PARTE: IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,521 Equity

Ordered, this 17th day of November, 19 65, That the sale of the property in these proceedings mentioned made and reported by Albert J. Goodman, Attorney Named in the Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

The report states that the amount of sale was $37,800.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE: IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE ~~XXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22nd day of December, 19 65 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George E. Sachse
JUDGE.

FILED

1965 DEC 22 PM 2:36

15

Sale of Real Estate—Md.

A STOCK COMPANY

LIBER 166 PAGE 288

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF EDWARD C. LEE

LIBER 13 PAGE 314

"Old and Tried" Organized 1849

Glens Falls
INSURANCE COMPANY
Glens Falls, N. Y.

NO. 17,521 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

Know All Men by these Presents:

THAT WE ALBERT J. GOODMAN, Attorney named in mortgage,

as Principal, and GLENS FALLS INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($7,800.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 17th day of November nineteen hundred and sixty-five

Whereas, by virtue of a power of sale contained in a mortgage from Edward C. Lee to Bernard M. Grady, Jr. Trustee, bearing date on or about the 13th day of December nineteen hundred and sixty-three the said Albert J. Goodman 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 of 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~~ and the said Principal is about to execute said power and make ~~[illegible]~~ sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman 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 such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INSURANCE COMPANY

John A. Miller, Attorney

Bond approved this 29 day of November, 1965

Louis N. Phipps, Clerk

Form 15182

FILED

1965 NOV 29 AM 9:48

16

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,521 Equity

EX PARTE: IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE

Ordered, this 17th day of November, 1965, that the sale of the property in these proceedings mentioned made and reported by Albert J. Goodman, Attorney Named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of December next.

The report states that the amount of sale was $37,800.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

D-10

FILED

1965 DEC 16 PM 2:15

No. E. C. 864

18

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 289

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,521

Edward C. Lee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of December, 1965. The first insertion being made the 19th day of November, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Ex parte: **AFFIDAVIT OF NON-MILITARY SERVICE** LIBER 166 PAGE 290

In the Matter of the Sale of the
Mortgaged Real Estate of
Edward C. Lee

No. 17,521 Equity

ANNE ARUNDEL COUNTY,
STATE OF MARYLAND, } ss:

I hereby certify that, on this 20th day of December,
19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, ALBERT J. GOODMAN, attorney named in mortgage,

~~plaintiff~~ x, 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.)
Edward C. Lee is an active realtor in Anne Arundel County, Maryland, with offices at the Lee Building, Church Circle, Annapolis, Maryland,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 20th day of December, 19 65.

Notarial Seal

Norma R. Ford

Norma R. Ford, *Notary Public.*

My Commission will expire on: July 1, 1967.

Filed,

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1965 DEC 20 PM 3:36

19

LIBER 166 PAGE 291

In the Case of

EX PARTE - IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,521 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.

December 23, 1965

John H. Hopkins, IV Auditor.

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1965 DEC 23 PM 2:04

FINAL ORDER

ORDERED BY THE COURT, this 10th day of January, 1966, 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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1966 JAN 10 AM 8:44

20

Dr. EX PARTE - IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD C. LEE

In Acct. with Albert J. Goodman, Attorney named in Mortgage

					Cr.	
1965, November 17,						
Proceeds of Sale	37,800	00				
Interest on deferred payment of $34,020.00 from						
11/17/65 to 12/22/65 @ 6%	198	45	37,998	45		
					37,998	45
To Attorney for fee, viz:	200	00				
To Attorney for commissions, viz:	1,036	00	1,236	00		
To Attorney for Court costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	31	50				
Auditor - stating this account	35	00	76	50		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	76	14				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	54				
Glens Falls Insurance Co. - bond premium	151	00				
Robert H. Campbell - auctioneer's fee	378	00				
County taxes 1/1/65 to 11/17/65 plus interest	242	38				
City of Annapolis taxes 7/1/65 to 11/17/65 plus int.	65	66				
City Water Co. - water 7/11/65 to 10/10/65	13	70				
Norma R. Ford - notary fees	2	50	962	92		
To Bernard M. Brady, Jr., Trustee, Mortgage claim						
in full as filed	28,700	00				
Interest on principal balance of $28,000.00 from						
11/13/65 to 1/8/66 - 56 days @ 6%	257	04	28,957	04		
To Edward C. Lee, Mortgagor, this surplus	6,765	99	6,765	99		
					37,998	45

PETITION FOR FORECLOSURE

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate.

VS.

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland,
~~Serve on: Thomas Carolan,~~
3015 North Calvert Street
Baltimore, Maryland

(Lot 6, L.P.O.M.)

LIBER 166 PAGE 293

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

Anne Arundel County

No. 17,014

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 13th day of March A. D. 62 the defendant executed and delivered to MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a body corp. a mortgage upon certain fee simple property in the ~~City of Baltimore~~ Anne Arundel County therein described, to secure the payment of the mortgage debt of $ 19,612.01 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

There is also attached Plaintiff's Exhibit No. 2, Confirmatory Mortgage, which is to be filed with this Petition. This Confirmatory Mortgage was made the 11th day of October, 1963, by and between Anne Arundel Corporation, the Defendant, and your Petitioner, Mercantile Mutual Savings and Loan Association, Inc., recorded among the land records of Anne Arundel County in Liber LNP No. 1702, Folio 60, which Confirmatory Mortgage was executed for the purpose of correcting an erroneous description in the mortgage dated March 13th, 1962.

And your petitioner pray 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.

Hugo A. Ricciuti

Hugo A. Ricciuti
~~Attorney for Harry B. Wolf, Jr.,~~
Receiver for Mercantile Mutual Savings and Loan Association, Inc.
Attorney for Plaintiff
515 One Charles Center,
Baltimore, Maryland = 21201

FILED

1965 FEB 18 PM 1:01

LIBER 166 PAGE 294 BOOK 1549 PAGE 258 No. 17,014 Equity

This Mortgage, Made this 13th day of March, in the year one thousand, nine hundred and sixty-two, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, said Mortgagor is justly indebted unto the said Mortgagee for borrowed money in the principal sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, for cash money to be loaned and advanced for the construction of improvements upon the lot of ground hereinafter described, said improvements consisting of one (1) single family dwelling house to be built in accordance with the plans and specifications furnished by the said Mortgagor to the said Mortgagee, the whole of which mortgage debt, together with interest thereon, said Mortgagor has agreed and does hereby covenant and agree to pay unto said Mortgagee as follows, viz: To pay interest at the rate of six (6%) per cent per annum in quarter yearly installments from date on the amounts of principal advanced, until the expiration of one (1) year from the 13th day of March, 1962, at which time, the entire principal mortgage indebtedness then remaining unpaid, together with interest thereon at the rate of six (6%) per cent per annum shall become due and payable; all payments of principal and interest to be made in lawful money of the United States of America.

WITH the privilege, however, to said Mortgagor, its successors and assigns, at any time before maturity hereof or default hereunder, of prepaying said mortgage indebtedness in whole or in part without penalty.

WITH the further privilege to the said Mortgagor, its successors and assigns of having released from the legal operation and effect of this Mortgage, the lot of ground hereinafter described, upon payment by said Mortgagor to said Mortgagee, of the sum of money advanced as to the lot so being released, together with the interest thereon at the rate aforesaid to the date of such release.

WHEREAS, the said Mortgagor covenants and agrees to expend said sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, in the erection of the above mentioned improvements on the lot of ground hereinafter described within one (1) year from the 13th day of March, 1962, in strict accordance with said plans and specifications, which said plans and specifications have been signed by the parties hereto for the purpose of identification and filed with the Mortgagee, it being understood and agreed that failure to complete said improvements as aforesaid, with the time hereinabove specified, shall constitute a default hereunder and the whole mortgage debt and sum of money hereby secured, together with interest that may accrue thereon, shall become immediately due and payable, at the option of said mortgagee, its successors and assigns, and upon failure to make payment of the same on demand, the said Mortgagee, its successors or assigns, at its or their option, shall become immediately entitled to forclose this mortgage and sell the property hereinafter described, together with the improvements thereon, in accordance with the provision of forclosure as hereinafter set out.

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, this day paid, the receipt whereof, is hereby acknowledged, the said Mortgagor does hereby grant and convey unto said Mortgagee, its successors and assigns, in fee simple all that one (1) lot of ground situate in the Third District of Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEING known and designated as Lot No. 6, as shown on the plat entitled "Plat 6, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 60, being part of the property which by Deed dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1487, folio 487, was granted and conveyed by Larry L. Lock hart, Attorney, unto the within named Mortgagor in fee simple.

35.20

$1.00 RECORDATION TAX ACT OF 1947 MAR 15 1962

$2.00 RECORDATION TAX ACT OF 1947 MAR 15 1962

$.20 RECORDATION TAX ACT OF 1947 MAR 15 1962

1965 FEB 18 PM 1:01

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WHEREAS, said Mortgagee has agreed to loan and advance said sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, in the following installments, that is to say:

PAYMENT NUMBER	WORK DONE ON EACH HOUSE		AMOUNT ON LOT NO. 6
1	At the time of settlement	$	6,000.00
2	When the house is under roof and heating, plumbing and electrical work are roughed in		2,000.00
3	When plastering is complete and house is trimmed out and heating, plumbing and electrical work are complete		6,000.00
4	When house is trimmed out		1,000.00
5	Upon final completion		1,000.00
	TOTAL ON HOUSE	$	16,000.00

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

TO HAVE AND TO HOLD unto the party of the second part, its successors and/or assigns forever in fee simple.

[illegible]

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

And the said Mortgagor , for ...., its .... heirs, personal representatives, successors and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all

renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and, at the option of the Mortgagee, bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent and fire insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed ten per cent (10%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

~~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.

ANNE ARUNDEL CORPORATION (SEAL)
by (SEAL)
THOMAS CAROLAN, PRESIDENT

WITNESS:

Eleanor A. Giorgilli
ELEANOR A. GIORGILLI

(SEAL)

(SEAL)

ANNE ARUNDEL CORPORATION INCORPORATED 1961 MARYLAND

4

5

BOOK 1549 PAGE 261 LIBER 166 PAGE 297

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 13th day of March, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared THOMAS M. CAROLAN, PRESIDENT OF ANNE ARUNDEL CORPORATION the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared William S. Owens, 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

ELEANOR A. GIORGILLI NOTARY PUBLIC BALTIMORE CITY, MD.

10.00 Eleanor A. Giorgilli

My commission expires May 6, 1963 ELEANOR A. GIORGILLI Notary Public.

Rec'd for record Mar. 15, 1962 at 9:21 A.M.
Mailed to David J. Preller

MORTGAGE

FROM ANNE ARUNDEL CORPORATION

TO MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC.

BLOCK NO.

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

Clerk,

Cost of Record, $ 10.00

DAVID J. PRELLER
ATTORNEY AT LAW
EQUITABLE BUILDING
BALTIMORE 2, MARYLAND

35.20

LIBER 166 PAGE 298 BOOK 1702 PAGE 58 No. 17,014 Eq.

THIS CONFIRMATORY MORTGAGE, Made this 11th day of October, in the year one thousand nine hundred and sixty-three, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor; and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, by Mortgage dated March 13th, 1962, and duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1549, Folio 258, the said party of the first part hereto, Mortgagor, mortgaged the property hereinafter described unto the party of the second part herein, Mortgagee, to secure a loan of Sixteen Thousand ($16,000.00) Dollars, as in said Mortgage recited; and

131723

WHEREAS, in the aforesaid Mortgage the said property therein was erroneously described; and

WHEREAS, the said party of the first part herein, Mortgagor, has agreed to execute this Confirmatory Mortgage to correct the aforesaid error.

NOW, THEREFORE, THIS CONFIRMATORY MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said party of the first part, Mortgagor, does grant and convey unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple, all that one (1) lot of ground situate in the Third District of Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEING known and designated as Lot No. 6, as shown on the Plat entitled "Plat 9, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 66, being part of the property which by Deed dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C., 1487, Folio 487, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named Mortgagor, in fee simple.

FILED

1965 FEB 18 PM 1:01

The said party of the first part, Mortgagor, does hereby confirm said Mortgage, as hereby corrected, in all respects, and does hereby bind itself, its successors and assigns, upon all of said conditions and agreements of said Mortgage as hereby corrected.

WITNESS the corporate seal of said Mortgagor and its signature hereto by its duly authorized official.

WITNESS:

ANNE ARUNDEL CORPORATION

By: _____
THOMAS M. CAROLAN, President

STATE OF MARYLAND,

CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 14th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS M. CAROLAN, President of ANNE ARUNDEL CORPORATION, and he acknowledged the aforegoing Confirmatory Mortgage to be its corporate act.

AS WITNESS my hand and Notarial Seal.

_____
Notary Public

Rec'd for record Oct. 18, 1963 at 8:53 A.
Mailed to David J. Bradley

7

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

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland
Serve on: Thomas Carolan
3015 North Calvert Street
Baltimore, Maryland

LIBER 166 PAGE 300
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,014 Eq.

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

Lot 6, L.P.O.M.)

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 HUGO A. RICCIUTI, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., 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.

Hugo A. Ricciuti

Hugo A. Ricciuti
~~Attorney for Harry B. Wolf, Jr.~~
Receiver
Affiant.

Subscribed and sworn to before me this 18 day of February 1965

Leonard M. Coates
Notary Public

FILED
1965 FEB 18 PM 1:02

8

STATEMENT OF MORTGAGE CLAIM

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland

(No. 6, L.P.O.M.)

LIBER 166 PAGE 301 IN THE

CIRCUIT COURT

— OF —

~~XXXXXXXXXXXXXXXX~~ BALTIMORE CITY

ANNE ARUNDEL COUNTY

No. 17,014 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage		$ 9,612.01
Initial Advance, March 9, 1962	$ 6,000.00	
Less "Earned Charges"	1,750.00	
	$ 4,250.00	
Interest at 6% to January 31, 1965	717.42	
Second Advance, March 22, 1962	$ 2,000.00	
Interest at 6% to January 31, 1965	334.32	
Third Advance	$ 1,000.00	
Interest at 6% to January 31, 1965	156.36	
Fourth Advance, June 7, 1962	$ 1,000.00	
Interest at 6% to January 31, 1965	153.91	
TOTAL	$ 9,612.01	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18 day of February in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Hugo A. Ricciuti, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body Corporate.

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

FILED

1965 FEB 18 PM 1:01

As witness my hand and Notarial Seal,

Louise M. Coates

Notary Public.

LOUISE M. COATES NOTARY PUBLIC

LIBER 166 PAGE 302

DECREE FOR SALE OF MORTGAGE PREMISES

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan, 3015 North Calvert Street Baltimore, Maryland

(Lot 6, L.P.O.M)

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,014 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 18th day of FEBRUARY, in the year nineteen hundred and sixty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Hugo A. Ricciuti

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by mself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $2000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall * then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the ~~City of Baltimore~~ Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of these proceedings relative to the sale; with an affidavit annexed of the truth thereof, 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, 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 (15) days prior to the sale, and the last publication to be not more than one week prior to the sale.

FILED

1965 FEB 18 PM 1:01

HUGO A. RICCIUTI
Attorney
515 One Charles Center
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE UNIMPROVED PROPERTY

(CORNER DIANA DRIVE AND PIE ROAD, LONG POINT ON THE MAGOTHY)

By virtue of a decree of the Circuit Court for Anne Arundel County in equity (Case No. 17014) the undersigned, Trustee will sell at public auction, on the premises, on

TUESDAY, APRIL 6, 1965 AT 1:05 O'CLOCK P.M.

(Directions to sale from Baltimore - Ritchie Highway to Mountain Rd., bear left on Mountain Rd. 7.5 miles to Long Point Rd., turn right approx. ¾ of a mile to property).

The following described property situate lying and being in the third district of Anne Arundel County and described as follows:

Being known and designated as Lot No. 6 as shown on the Plat entitled, "Plat 9, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30 Folio 66 being part of the property which by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1487 Folio 487 was granted and conveyed by Larry L. Lockhart, Attorney unto the within named mortgagor in Fee-Simple.

11 . Terms of Sale: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equity. All expenses including special paving taxes, if any, to be adjusted to date of sale. Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

HUGO A. RICCIUTI, Trustee
MICHAEL FOX
Auctioneer
American Bldg.
Baltimore 2, Md.
MU. 5-2288

A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 303

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17014

Corner Diana Drive and

Pike 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 6th day of April, 1965. The first insertion being made the 11th day of March, 1965.

FILED
1965 APR 15 AM 9:59

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE: MULBERRY 5-2288

AUCTION SALES
OF REAL ESTATE
—
JUDICIAL SALES
—
MERCHANDISE SALES

LIBER 166 PAGE 304

Michael Fox
Auctioneer and Appraiser
102 AMERICAN BUILDING
BALTIMORE 2, MD.

RES.: FOREST 7-3931

Lot 6
#17014

REPORT OF SALE

PROPERTY: Diana Drive & Pike Road - on the Magothy Estate Bldg. Corp.

SOLD TO: Alvin Lavenstein, Pres.

ADDRESS: 218 E. Lexington St.

AMOUNT OF SALE: $3000.00

DEPOSIT: $500.00

Date of Sale Tuesday, April 6, 1965 1:05 P.M.

Very truly yours,

Michael Fox

By: Florence S. Woolston

FILED
1965 APR 15 PM 3:28

12

LIBER 166 PAGE 305

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of APRIL, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared ALVIN LAVENSTEIN, PRES. OF ESTATE BLDG CORP., purchaser at the FORECLOSURE sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said PROPERTY mentioned in the said Report of Sale.

Estate Bldg. Corp.
Alvin Lavenstein, Pres. (SEAL)
Purchaser (PLACE)

Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-b-3 Affidavit of Purchaser)

FILED
1965 APR 15 PM 3:29

13

REPORT OF SALE

LIBER 166 PAGE 306

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

Anne Arundel County

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings kand Loan Association, Inc. a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland;
Serve on: Thomas Carolan
3015 North Calvert St.
Baltimore, Maryland - (Lot 6,L.P.O.M.)

No. 17014

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

The Report of Sale of Hugo A. Ricciuti

Trustee appointed by the decree in the above entitled cause, to make sale of Lot No. 6 - Diana Drive & Pike Road - on the Magothy

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 Capital-Gazette Press, Inc., Annapolis, Maryland, and the Sunpapers, Baltimore, Maryland

Annapolis, Maryland and daily newspapers published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee Hugo A. Ricciuti did pursuant to said notice on Tuesday the 6th day of April 1965 at 1:05 o'clock P. M. attend on the premises and then and there sold

Lot No. 6, Diana Drive & Pike Road, on the Magothy, at and for the price of $3,000.00, in fee simple, which purchase price was obtained at public auction, the said real estate known as Lot 6, Diana Drive & Pike Road on the Magothy, having been sold to Alvin Lavenstein, President of Estate Building Corporation, 218 E. Lexington Street, Baltimore, Maryland

Hugo A Ricciuti
Trustee

FILED
1965 APR 19 AM 11:17

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of April 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hugo A. Ricciuti

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,

Louise M. Coates
Notary Public.

14

ORDER NISI

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation, of the of the State of Maryland

LIBER 166 PAGE 307

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,014 Equity

Ordered, this 19th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $ 3,000.00.

Louis N. Phipps Clerk.

True Copy,
Hugo A. Ricciuti, Atty

TEST: Clerk.
For the Maryland Gazette (Apr. 22nd Edition)

(Final Order)

Harry B. Wolf, Jr. Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3RD day of SEPTEMBER, 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 SEP -3 PM 3:51

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,014 Equity

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland

Ordered, this 19th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown or or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May, next.

The report states that the amount of sale was $3,000.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 308

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,014

Anne Arundel Corporation

$3,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1965. The first insertion being made the 22nd day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 MAY 19 PM 1:35

16 No. M.G. 4294

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate	*	IN THE
VS	*	CIRCUIT COURT
ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland	*	OF ANNE ARUNDEL COUNTY
Lot 6, L.P.O.M.	*	No. 17014
	*	

PETITION AND ORDER OF COURT
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. That heretofore on February 18, 1965 your Petitioner was appointed Trustee to make a sale of land known as Lot 6, Long Point on the Magothy, in Anne Arundel County, Maryland.

2. That under the decree of this Court he was ordered to file with the Clerk of the Circuit Court of Anne Arundel County, a bond in the amount of $2,000.00 for the faithful performance of his duties as Trustee; that your Petitioner, through inadvertance, failed to file the necessary bond in the penalty of $2,000.00 before the sale of said premises, and, after duly advertising the sale of said property in the newspapers, sold said property at public auction on Tuesday, April 5, 1965, at and for the price of $3,000.00.

3. That your Petitioner, in order to comply with the Decree heretofore signed by this Honorable Court, does herewith file a bond with the Clerk of the Circuit Court of Anne Arundel County in the amount of $3,000.00, representing the sale price obtained at public auction on the sale of said property.

FILED
1965 MAY 27 AM 9:10

16 A

WHEREFORE, your Petitioner prays that his bond in the amount of $3,000.00 be accepted and filed with the Clerk of the Circuit Court of Anne Arundel County Nunc Pro Tunc.

Hugo A. Ricciuti
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26 day of May, 1965, in the City of Baltimore, State of Maryland, before me a Notary Public, personally appeared Hugo A. Ricciuti, Trustee, and made oath in due form of law that the aforegoing statement is true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

LOUISE M. COATES
NOTARY
PUBLIC

Louise M. Coates
Notary Public

17

LIBER 166 PAGE 311

HARRY B. WOLF, JR., Receiver *

for Mercantile Mutual Savings
and Loan Association, a body corporate

vs.

ANNE ARUNDEL CORPORATION, a
corporation of the State of
Maryland,
Serve on: Thomas Carolan
3015 North Calvert Street
Baltimore, Maryland

No.6, L. P. O. M.

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

No. 17014

ORDER OF COURT
NUNC PRO TUNC

Upon the aforegoing Petition and Affidavit it is this 27th day of May, 1965

ORDERED by the Circuit Court of Anne Arundel County that the Trustee's bond in the amount of $3,000.00, securing the faithful performance of the trust reposed in HUGO A. RICCIUTI, as Trustee, be and the same is hereby accepted nunc pro tunc, in accordance with the Decree for the sale of the mortgaged premises.

George Sachse
Judge.

FILED

1965 MAY 27 PM 12:19

8

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND LIBER 166 PAGE 312

No. 17,014 Equity

LIBER 13 PAGE 172

HARRY B. WOLF, JR. RECEIVER
FOR MERCANTILE MUTUAL SAVINGS
& LOAN ASSOCIATION, INC.
versus
ANNE ARUNDEL CORPORATION

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, HUGO A. RICCIUTI, 515 ONE CHARLES CENTER BUILDING, BALTIMORE, MARYLAND

as Principal ,

and the Fireman's Fund Insurance Company , a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

Three thousand - - - - - - - - - - - - - - - - - - Dollars ($ 3,000.00)

to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 26 day of May in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN HUGO A. RICCIUTI

by virtue of a decree of the Honorable the Judge of the Circuit Court of ANNE ARUNDEL COUNTY has been appointed trustee to sell Lot #6, Long Point on the Magothy Anne Arundel County mentioned in the proceedings in the case of

HARRY B. WOLF, JR. RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOCIATION, INC.

versus

ANNE ARUNDEL CORPORATION

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden HUGO A. RICCIUTI

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.

Emma P. Frazier
515 One Charles Center

Hugo A. Ricciuti (SEAL)
HUGO A. RICCIUTI

(SEAL)

(SEAL)

Witness as to Surety

Gladys Parrack
Gladys Parrack

FIREMAN'S FUND INSURANCE COMPANY

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

Bond approved this 27th day of May, 1965
nunc pro tunc 4-5-65
Laura N. Phipps, Clerk

FILED
1965 MAY 27 PM 12: 19
Tunc as 1965 Apr. 5 9 AM

M - BN 7336 2-65

19

LIBER 166 PAGE 313

In the Case of

HARRY B. WOLF, JR., RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOC., INC. A BODY CORPORATE

VS.

ANNE ARUNDEL CORPORATION, A CORPORATION OF THE STATE OF MARYLAND

In the

Circuit Court

For

Anne Arundel County

No. 17,014 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 DEC 29 AM 10: 30

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of January, 1966, 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
1966 JAN 14 PM 4:11

21

12c

Dr. Mortgaged Real Estate of Anne Arundel Corporation

LIBER 166 PAGE 314

In Acct. with Hugo A. Ricciuti, Trustee

Cr.

By	Amount of sale as per Trustee's Report						
	of Sale filed			3,000	00		
By	Interest 6% on deferred payment						
	$2,500.00 from 4/6/65 to 12/16/65			104	17		
						3,104	17
To	Trustee for fee, viz	250	00				
To	Trustee for commission, viz	120	00				
				370	00		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	25				
	Auditor, this account	35	00				
				77	25		
To	Trustee for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	88	52				
	Sunpapers - advertising - sale	47	10				
	Fireman's Fund Insurance Co. - bond	12	00				
	Michael Fox - auctioneer's fee	125	00				
	Costs and advertising - 1964 tax sale	3	75				
	1963 and 1964 taxes	35	94				
	Adjustment, taxes from 1/1/65 to 6/30/65						
	taxes	2	56				
				314	87		
To	Harry B. Wolf, Jr. Receiver Mortgagee, on						
	account of mortgage claim	2,342	05				
				2,342	05		
						3,104	17
	Balance due on mortgage as per mortgage						
	claim filed	9,612	01				
	Interest 6% on principal balance						
	$8,250.00 from 2/1/65 to 1/14/66	474	42				
		10,086	43				

Credit amount allowed above	2,342	05
This amount subject to decree in personam	7,744	38

PETITION FOR FORECLOSURE

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

VS.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan, 3015 ~~North Calvert Street~~ Baltimore, Maryland

(Lot 7. L.P.O.M.)

LIBER 166 PAGE 315

IN THE

CIRCUIT COURT

OF

~~XXBALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,015

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represent

That on the 13th **day of** MARCH **A. D.** 64 **the defendant executed and delivered to** MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a body corp. **a mortgage upon certain** fee simple **property in the** ~~City of Baltimore~~ Anne Arundel County **therein described, to secure the payment of the mortgage debt of $** 19,618.03 **and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.**

There is also attached Plaintiff's Exhibit No. 2, Confirmatory Mortgage, which is to be filed with this Petition. This Confirmatory Mortgage was made the 11th day of October, 1963, by and between Anne Arundel Corporation, the Defendant, and your Petitioner, Mercantile Mutual Savings and Loan Association, Inc., recorded among the Land Records of Anne Arundel County in Liber LNP No. 1702, Folio 60, which Confirmatory Mortgage was executed for the purpose of correcting an erroneous description in the mortgage dated March 13th. 1962.

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.

Hugo A. Ricciuti

Attorney for Harry B. Wolf, Jr. Receiver for Mercantile Mutual Savings and Loan Association, Inc.

Attorney for Plaintiff

515 One Charles Center

Baltimore, Maryland - 21201

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BOOK 1549 PAGE 262 LIBER 166 PAGE 316

This Mortgage, Made this 13th day of March, in the year one thousand, nine hundred and sixty-two, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor, and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, said Mortgagor is justly indebted unto the said Mortgagee for borrowed money in the principal sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, for cash money to be loaned and advanced for the construction of improvements upon the lot of ground hereinafter described, said improvements consisting of one (1) single family dwelling house to be built in accordance with the plans and specifications furnished by the said Mortgagor to the said Mortgagee, the whole of which mortgage debt, together with interest thereon, said Mortgagor has agreed and does hereby covenant and agree to pay unto said Mortgagee as follows, viz: To pay interest at the rate of six (6%) per cent per annum in quarter yearly installments from date on the amounts of principal advanced, until the expiration of one (1) year from the 13th day of March, 1962, at which time, the entire principal mortgage indebtedness then remaining unpaid, together with interest thereon at the rate of six (6%) per cent per annum shall become due and payable; all payments of principal and interest to be made in lawful money of the United States of America.

WITH the privilege, however, to said Mortgagor, its successors and assigns, at any time before maturity hereof or default hereunder, of prepaying said mortgage indebtedness in whole or in part without penalty.

4895

WITH the further privilege to the said Mortgagor, its successors and assigns of having released from the legal operation and effect of this Mortgage, the lot of ground hereinafter described, upon payment by said Mortgagor to said Mortgagee, of the sum of money advanced as to the lot so being released, together with interest thereon at the rate aforesaid to the date of such release.

WHEREAS, the said Mortgagor covenants and agrees to expend said sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, in the erection of the above-mentioned improvements on the lot of ground hereinafter described within one (1) year from the 13th day of March, 1962, in strict accordance with said plans and specifications, which said plans and specifications have been signed by the parties hereto for the purpose of identification and filed with the Mortgagee, it being understood and agreed that failure to complete said improvements as aforesaid, with the time hereinabove specified, shall constitute a default hereunder and the whole mortgage debt and sum of money hereby secured, together with interest that may accrue thereon, shall become immediately due and payable, at the option of said mortgagee, its successors and assigns, and upon failure to make payment of the same on demand, the said Mortgagee, its successors or assigns, at its or their option, shall become immediately entitled to foreclose this mortgage and sell the property hereinafter described, together with the improvements thereon, in accordance with the provision of foreclosure as hereinafter set out.

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, this day paid, the receipt whereof, is hereby acknowledged, the said Mortgagor does hereby grant and convey unto said Mortgagee, its successors and assigns, in fee simple all that one (1) lot of ground situate in the Third District of Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEING known and designated as Lot No. 7, as shown on the plat entitled "Plat 7, Long Point of the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 60, being part of the property which by Deed dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1487, folio 487, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named Mortgagor in fee simple.

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WHEREAS, said Mortgagee has agreed to loan and advance said sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, in the following installments, that is to say:

PAYMENT NUMBER	WORK DONE ON EACH HOUSE	AMOUNT ON LOT NO. 7
1	At the time of settlement	$ 6,000.00
2	When house is under roof and heating, plumbing and electrical work are roughed in	2,000.00
3	When plastering is complete and house is trimmed out and heating, plumbing and electrical work are complete	6,000.00
4	When house is trimmed out	1,000.00
5	Upon final completion	1,000.00
	TOTAL ON HOUSE	$ 16,000.00

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

TO HAVE AND TO HOLD unto the party of the second part, its successors and/or assigns forever in fee simple.

~~TO HAVE AND TO HOLD the said lot or ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rental of $ payable in equal semi-annual installments on the days of and in each and every year.~~

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

And the said Mortgagor , for .....its....., ... heirs, personal representatives, successors and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all

renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and, at the option of the Mortgagee, bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent and fire insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed ten per cent (10%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

~~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:

Eleanor A. Giorgilli
ELEANOR A. GIORGILLI

ANNE ARUNDEL CORPORATION (SEAL)
by Thomas Carolan (SEAL)
THOMAS CAROLAN, PRESIDENT
(SEAL)
(SEAL)

ANNE ARUNDEL CORPORATION INCORPORATED MARYLAND 1961

4

5

BOOK 1549 PAGE 265 LIBER 166 PAGE 319

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 13th day of March, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared THOMAS CAROLAN, PRESIDENT OF ANNE ARUNDEL CORPORATION the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared William S. Owens, 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

My commission expires May 6, 1963

1000

Eleanor A. Giorgilli

ELEANOR A. GIORGILLI Notary Public.

Rec'd for record Mar. 15, 1962 at 9:22 A.M.

Mailed to David J. Preller

MORTGAGE

FROM

ANNE ARUNDEL CORPORATION

TO

MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record ....., 19

at ..... o'clock ..... M. Same day recorded in

Liber ..... No. ..... Folio ..... etc.,

one of the ..... Records of

..... and examined per

..... Clerk,

Cost of Record, $ 10.00

DAVID J. PRELLER
ATTORNEY AT LAW
EQUITABLE BUILDING
BALTIMORE 2, MARYLAND

35.20

LIBER 166 PAGE 320 BOOK 1702 PAGE 56 No. 17,015 Eq.

THIS CONFIRMATORY MORTGAGE, Made this 11th day of October, in the year one thousand nine hundred and sixty-three, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor; and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, by Mortgage dated March 13th, 1962, and duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1549, Folio 262, the said party of the first part hereto, Mortgagor, mortgaged the property hereinafter described unto the party of the second part herein, Mortgagee, to secure a loan of Sixteen Thousand ($16,000.00) Dollars, as in said Mortgage recited; and

13/772

WHEREAS, in the aforesaid Mortgage the said property therein was erroneously described; and

WHEREAS, the said party of the first part herein, Mortgagor, has agreed to execute this Confirmatory Mortgage to correct the aforesaid error.

NOW, THEREFORE, THIS CONFIRMATORY MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said party of the first part, Mortgagor, does grant and convey unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple, all that one (1) lot of ground situate in the Third District of Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEING known and designated as Lot No. 7, as shown on the Plat entitled "Plat 9, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 66, being part of the property which by Deed dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C., 1487, Folio 487, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named Mortgagor, in fee simple.

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The said party of the first part, Mortgagor, does hereby confirm said Mortgage, as hereby corrected, in all respects, and does hereby bind itself, its successors and assigns, upon all of said conditions and agreements of said Mortgage as hereby corrected.

WITNESS the corporate seal of said Mortgagor and its signature hereto by its duly authorized official.

WITNESS:

ANNE ARUNDEL CORPORATION

By: _____
THOMAS M. CAROLAN, President

STATE OF MARYLAND,

CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 11th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS M. CAROLAN, President of ANNE ARUNDEL CORPORATION, and he acknowledged the aforegoing Confirmatory Mortgage to be its corporate act.

AS WITNESS my hand and Notarial Seal.

500

_____
Notary Public

Rec'd for record Oct. 18, 1963 at 2:02 P.
Mailed to David J. Preller

7

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

LIBER 166 PAGE 322

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 15,015 Eq.

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

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland,
Serve on: ~~Thomas Carolan,~~
3015 North Calvert Street
Baltimore, Maryland

(Lot 7, L.P.O.M.)

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 HUGO A. RICCIUTI, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., 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.

Hugo A. Ricciuti

Hugo A. Ricciuti
Affiant.
Attorney for Receiver,
Harry B. Wolf, Jr.

Subscribed and sworn to before me this 18 day of February 1965

Louise M. Coates
Notary Public

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1965 FEB 18 PM 1:01

STATEMENT OF MORTGAGE CLAIM

LIBER 166 PAGE 323

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland

IN THE

CIRCUIT COURT

— OF —

~~EXXXXMXXEXXXXX~~

ANNE ARUNDEL COUNTY

No. 17,015 Equity

Lot 7, L.O.P.M.)

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage		$ 9,618.03
Initial Advance March 9, 1962	$6,000.00	
Less: "Earned Charges"	1,750.00	
	A $4,250.00 ,	
Interest at 6% to January 31, 1965	717.42	
Second Advance, March 22, 1962	$2,000.00	
Interest at 6% to January 31, 1965	334.32	
Third Advance, April 16, 1962	$1,000.00	
Interest at 6% to January 31, 1965	162.38	
Fourth Advance, June 7, 1962	$1,000.00	
Interest at 6% to January 31, 1965	153.91	
TOTAL	$ 9,618.03	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18 day of February in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Hugo A. Ricciuti, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporatt

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.

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As witness my hand and Notarial Seal,

Louise M. Coates

Notary Public.

NOTARY PUBLIC

9

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 166 PAGE 324

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan, 3015 North Calvert Street Baltimore, Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

No. 12,015 Equity

ANNE ARUNDEL COUNTY

TERM, 19

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

It, is, Thereupon, This 18th day of February in the year nineteen hundred and sixty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Hugo A. Ricciuti

be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $2,000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in ~~the City of Baltimore~~ Anne Arundel County * he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of these proceedings relative to the sale; with an affidavit annexed of the truth thereof, 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, 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 (15) days prior to the sale, and the last publication to be not more than one week prior to the sale.

V Brown Duckett

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1965 FEB 18 PM 1:01

HUGO A. RICCIUTI
ATTORNEY
515 One Charles Center
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE UNIMPROVED PROPERTY

(ON EASTERN ROAD, LONG POINT ON THE MAGOTHY)

By virtue of a decree of the Circuit Court for Anne Arundel County in equity (Case No. 17015) the undersigned, Trustee, will sell at public auction, on the premises, on

TUESDAY, APRIL 6, 1965 AT 1:10 O'CLOCK P.M.

(Directions to sale from Baltimore — Ritchie Highway to Mountain Rd., bear left on Mountain Rd. 7.5 miles to Long Point Rd., turn right approx. ¾ of a mile to property).

The following described property situate lying and being in the third district of Anne Arundel County and described as follows:

Being known and designated as Lot No. 7 as shown on the Plat entitled, "Plat 9, Long Point on the Magothy, and recorded among the Land Records of Anne Arundel County in Plat Book 30 Folio 66 being part of the property which by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1487 Folio 487 was granted and conveyed by Larry L. Lockhart, Attorney unto the within named mortgagor in Fee-Simple.

11 N

Terms of Sale: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equity. All expenses including special paving taxes, if any, to be adjusted to date of sale. Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

HUGO A. RICCUITI, Trustee
MICHAEL FOX
Auctioneer
American Bldg.
Baltimore 2, Md.
MU. 5-2288

A-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 325

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Trustee's Sale
Case No. 17015
Eastern Road, Long Point on the Magothy

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 April, 1965. The first insertion being made the 11th day of March, 1965.

FILED
1965 APR 15 AM 9:59

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE: MULBERRY 5-2288

AUCTION SALES
OF REAL ESTATE

JUDICIAL SALES

MERCHANDISE SALES

RES.: FOREST 7-3931

LIBER 166 PAGE 326

Michael Fox
Auctioneer and Appraiser
102 AMERICAN BUILDING
BALTIMORE 2, MD.

Lot #7
#17015

REPORT OF SALE

PROPERTY: Eastern Road- Long Point on the Magothy

SOLD TO: Estate Bldg. Corp.
Alvin Lavenstein, Pres.

ADDRESS: 218 E. Lexington St.

AMOUNT OF SALE: $2900.00

DEPOSIT: $500.00

Date of Sale Tuesday, April 6, 1965 at 1:20 P.M.

Very truly yours,

Michael Fox

By: Florence S. Woolston

FILED
1965 APR 15 PM 3:29

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LIBER 166 PAGE 327

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of APRIL, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared ALVIN LAVENSTEIN, PRES. OF ESTATE BLDG. CORP., purchaser at the FORECLOSURE sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said PROPERTY mentioned in the said Report of Sale.

Estate Bldg. Corp.
Alvin Lavenstein Pres.
Purchaser

(SEAL)
(PLACE)

Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-b-3 Affidavit of Purchaser)

FILED
1965 APR 15 PM 3:29

13

REPORT OF SALE

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland,
Serve on: Thomas Carolan
3015 North Calvert Street
Baltimore, Maryland (Lot 7, Long Point on the Magothy)

IN THE
LIBER 166 PAGE 328
CIRCUIT COURT

—OF—
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

No. 17015

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

The Report of Sale of Hugo A. Ricciuti

Trustee appointed by the decree in the above entitled cause, to make sale of
Lot 7, Eastern Road, Long Point on the Magothy

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 Capital-Gazette Press, Inc., Annapolis, Maryland, and the Sunpapers of Baltimore City

~~Annapolis, Maryland and~~
daily newspapers 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 6th day of April 19 65 at 1:20 o'clock P.M. ~~M.~~ attend on the premises and then and there sold

Lot 7, Eastern Road, Long Point on the Magothy, at and for the price of $2900.00 in fee simple, said purchase price obtained at public auction, the said real estate known as Lot No. 7, Eastern Road, Long Point on the Magothy, having been sold to Alvin Lavenstein, President of Estate Building Corporation, 218 E. Lexington Street.

Hugo A Ricciuti
Trustee

FILED
1965 APR 19 AM 11:17

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of April 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

Hugo A. Ricciuti

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,

LOUISE M. COATES NOTARY PUBLIC

Louise M. Coates
Notary Public.

14

ORDER NISI

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

LIBER 166 PAGE 329 IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,015 Equity

Ordered, this 19th day of April, 19 65, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $ 2,900.00.

Louis N. Phipps Clerk.

True Copy,
Hugo A. Ricciuti, Atty.

TEST: Clerk.
For the Maryland Gazette (Apr. 22nd Edition)

(Final Order)

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This SEPTEMBER ~~day of~~ 3RD, 1965 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Marshall Gilbert
JUDGE.

FILED

1965 SEP -3 PM 3:51

15

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,015 Equity

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland.

Ordered, this 19th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $2,900.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-13

FILED

1965 MAY 19 PM 1:35

16 No. M.C. 4299

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 330

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,015

Anne Arundel Corporation

$2,900.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1965. The first insertion being made the 22nd day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 166 PAGE 331

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate, *

vs. *

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland, Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland - *

Lot 7, Long Point on the Magothy *

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL CO&NTY

No. 17015

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

*

PETITION AND ORDER OF COURT
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. That heretofore on February 18, 1965 your Petitioner was appointed Trustee to make a sale of land known as Lot 7, Long Point on the Magothy, in Anne Arundel County, Maryland

2. That under the decree of this Court he was ordered to file with the Clerk of the Circuit Court of Anne Arundel County, a bond in the amount of $2,000.00 for the faithful performance of his duties as Trustee; that your Petitioner, through inadvertance, failed to file the necessary bond in the penalty of $2,000.00 before the sale of said premises, and, after duly advertising the sale of said property in the newspapers, sold said property at public auction, on Tuesday, April 5, 1965, at and for the price of $2900.00.

3. That your Petitioner, in order to comply with the Decree heretofore signed by this Honorable Court, does herewith file a bond with the Clerk of the Circuit Court of Anne

FILED
1965 MAY 27 AM 9:11

17

Arundel County in the amount of $2,900.00, representing the sale price obtained at public auction on the sale of said property.

WHEREFORE your Petitioner prays that his bond in the amount of $2,900.00 be accepted and filed with the Clerk of the Circuit Court of Anne Arundel County Nunc Pro Tunc.

Hugo A. Ricciuti
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 26 day of May, 1965 in the City of Baltimore, State of Maryland, before me a Notary Public, personally appeared Hugo A. Ricciuti, Trustee, and made oath in due form of law that the aforegoing statement is true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

LOUISE M. COATES NOTARY PUBLIC

Notary Public

18

LIBER 166 PAGE 333

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, a body corporate, * IN THE

vs. * CIRCUIT COURT

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, * OF
Serve on: Thomas Carolan *
3015 North Calvert Street
Baltimore, Maryland ANNE ARUNDEL COUNTY

Lot No. 7, Long Point on Magothy
* No. 17015

*

ORDER OF COURT
NUNC PRO TUNC

Upon the aforegoing Petition and Affidavit it is this 17th day of May, 1965

ORDERED by the Circuit Court of Anne Arundel County that the Trustee's bond in the amount of $2,900.00 securing the faithful performance of the trust reposed in HUGO A. RICCIUTI, as Trustee, be and the same is hereby accepted nunc pro tunc, in accordance with the Decree for the sale of the mortgaged premises.

George Sudlow
Judge.

FILED

1965 MAY 27 PM 12: 20

19

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 166 PAGE 334

HARRY B. WOLF, JR. RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOCIATION, INC.

versus

ANNE ARUNDEL CORPORATION

No. 17,015 Equity

BOND OF TRUSTEE TO SELL

LIBER 13 PAGE 173

KNOW ALL MEN BY THESE PRESENTS: That we, HUGO A. RICCIUTI, 515 One Charles Center Building, Baltimore, Maryland as Principal, and the Fireman's Fund Insurance Company, a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand nine hundred - - - - - - - - - - Dollars ($2,900.00) 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 26 day of May in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN HUGO A. RICCIUTI

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Lot #7, Long Point on the Magothy Anne Arundel County mentioned in the proceedings in the case of

HARRY B. WOLF, JR. RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOCIATION, INC.

versus

ANNE ARUNDEL CORPORATION

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden HUGO A. RICCIUTI 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.

Emma R. Thiessen — Hugo A. Ricciuti (SEAL)
515 One Charles Center — HUGO A. RICCIUTI (SEAL)
(SEAL)

Witness as to Surety — FIREMAN'S FUND INSURANCE COMPANY (SEAL)

Gladys Parrack — By Rose M. Bausch Attorney-in-fact

Gladys Parrack

and approved this 27th day of May, 1965

Laura N. Phipps, Clerk

FILED

1965 MAY 27 PM 12: 20

as of 1965 april 5,

20.

LIBER 166 PAGE 335

In the Case of

HARRY B. WOLF, JR., RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOC., A BODY CORPORATE

VS.

ANNE ARUNDEL CORPORATION, A CORPORATION OF THE STATE OF MARYLAND

In the

Circuit Court

For

Anne Arundel County

No. 17,015 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 DEC 29 AM 10: 30

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of January, 1966, 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

1966 JAN 14 PM 4:12

Dr. Mortgaged Real Estate of Anne Arundel Corporation

LIBER 166 PAGE 336

In Acct. with Hugo A. Ricciuti, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			2,900	00		
By	Interest 6% on deferred payment						
	$2,400.00 from 4/6/65 to 12/16/65			100	00		
						3,000	00
To	Trustee for fee, viz	250	00				
To	Trustee for commission, viz	117	50				
				367	50		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	25				
	Auditor, this account	35	00				
				77	25		
To	Trustee for expenses, viz						
	Capital Gazette Press, Inc.						
	Advertising & Nisi - sale	88	52				
	Sunpapers - advertising - sale	44	20				
	Fireman's Fund Insurance Co. - bond	12	00				
	Michael Fox - auctioneer's fee	122	00				
	Cost and interest - 1964 tax sale	5	81				
	1963 and 1964 taxes	43	77				
	Adjustment from 1/1/65 to 6/30/65 taxes	2	56				
				318	86		
To	Harry B. Wolf, Jr., Receiver mortgagee on						
	account of mortgage claim	2,236	39				
				2,236	39		
						3,000	00
	Balance due on mortgage as per mortgage						
	claim filed	9,618	03				
	Interest 6% on principal balance						
	$8,250.00 from 2/1/65 to 1/14/66	474	42				
		10,092	45				
	Credit amount allowed above	2,236	39				
	This amount subject to decree in personam	7,856	06				

PETITION FOR FORECLOSURE

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

VS.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan, 3015 North Calvert Street Baltimore, Maryland
(Lots 25, 26, 27)

LIBER 166 PAGE 337
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,016

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 29th day of December A. D. 61 the defendant executed and delivered to MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a body corp. 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 $ 10,069.07 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

And your petitioner 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.

Hugo A. Ricciuti,
Attorney for Harry B. Wolf, Jr.,
Receiver for *Attorney for Plaintiff*
Mercantile Mutual Savings & Loan Association,
515 One Charles Center
Baltimore, Maryland = 21201

FILED
1965 FEB 18 PM 1:01

LIBER 166 PAGE 338 BOOK 1535 PAGE 589 No. 17,016 Eq.

This Mortgage, Made this 29th day of December, in the year one thousand, nine hundred and sixty-one, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor, and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, said Mortgagor is justly indebted unto said Mortgagee for borrowed money in the principal sum of FOURTEEN THOUSAND ($14,000.00) DOLLARS, for cash money to be loaned and advanced for the construction of improvements upon the lots of ground hereinafter described, said improvements consisting of one (1) single family dwelling house to be built in accordance with the plans and specifications furnished by said Mortgagor to said Mortgagee, the whole of which mortgage debt, together with interest thereon, said Mortgagor has agreed and does hereby covenant and agree to pay unto said Mortgagee as follows, viz: To pay interest at the rate of six (6%) per cent per annum in quarter-yearly installments from date on the amounts of principal advanced, accounting from the date of each such advance, until the expiration of twelve (12) months from the 29th day of December, 1961, at which time the entire principal mortgage indebtedness then remaining unpaid, together with interest thereon at the rate of six (6%) per cent per annum, shall become due and payable; all payments of principal and interest to be made in lawful money of the United States of America.

WITH the privilege, however, to said Mortgagor, its successors and assigns, at any time before maturity hereof or default hereunder, or prepaying said mortgage indebtedness in whole or in part without penalty.

WHEREAS, the said Mortgagor covenants and agrees to expend said sum of Fourteen Thousand ($14,000.00) Dollars in the erection of the above mentioned improvements on the lots of ground hereinafter described within Twelve (12) months from the 29th day of December, 1961, in strict accordance with said plans and specifications, which said plans and specifications have been signed by the parties hereto for the purpose of identification and filed with the Mortgagee, it being understood and agreed that failure to complete said improvements as aforesaid, with the time hereinabove specified, shall constitute a default hereunder and the whole mortgage debt and sum of money hereby secured, together with interest that may accrue thereon, shall become immediately due and payable, at the option of said Mortgagee, its successors and assigns, and upon failure to make payment of the same on demand, the said Mortgagee, its successors or assigns, at its or their option, shall become immediately entitled to foreclose this Mortgage and sell the property hereinafter described, together with the improvements thereon, in accordance with the provision of foreclosure as hereinafter set out.

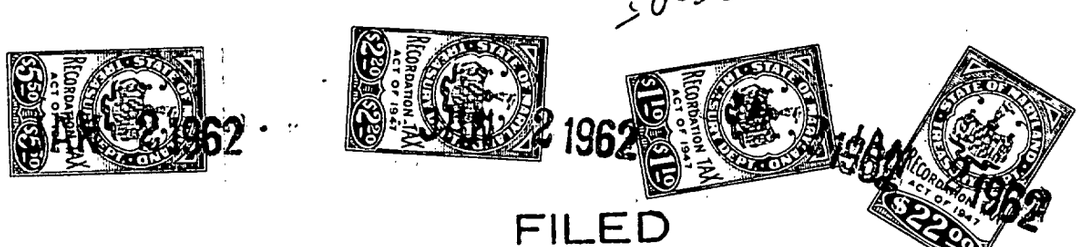
WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant and convey unto said Mortgagee, its successors and assigns, in fee simple, all those three (3) lots of ground situate in Anne Arundel County in the State of Maryland, and described as follows, that is to say:

BEING known and designated as Lots 25 to 27, both inclusive, Section J as shown on the plat entitled "Plat 3, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book WNW, No. 2, Folio 39.

BEING part of the property which by Deed dated September 13th, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1509, Folio 140, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named Mortgagor, in fee simple.

30.80



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1965 FEB 18 PM 1:02

3

WHEREAS, said Mortgagee has agreed to loan and advance said sum of Fourteen Thousand ($14,000.00) Dollars in the following installments, that is to say:

PAYMENT NUMBER	WORK DONE ON EACH HOUSE	AMOUNT ON LOTS 25,26 and 27 (Now one building lot)
1	When foundation is complete and first floor joist and sub-floor installed	$3,000.00
2	When roof is complete	3,000.00
3	When heating, plumbing and electrical work are roughed in	3,000.00
4	When plastering is complete and house is trimmed out	3,000.00
5	Upon final completion	2,000.00
	TOTAL	$14,000.00

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

TO HAVE AND TO HOLD unto the party of the second part, its successors and/or assigns forever in fee simple.

~~TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rental of $ x ; payable in equal semi-annual installments on the days of and in each and every year.~~

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

And the said Mortgagor , for its , heirs, personal representatives, successors and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all

renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and, at the option of the Mortgagee, bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent and fire insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed ten per cent (10%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

~~*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:

Elizabeth M. Dodd

ANNE ARUNDEL CORPORATION (SEAL)

By: Thomas M. Carolan (SEAL)
THOMAS M. CAROLAN, PRESIDENT

(SEAL)

(SEAL)

4

5

LIBER 166 PAGE 341 BOOK 1535 PAGE 592

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 29th day of December, 1961, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared THOMAS M. CAROLAN, PRESIDENT of ANNE ARUNDEL CORPORATION, the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared WILLIAM S. OWENS, 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.

1000

AS WITNESS my hand and Notarial Seal

Elizabeth M. Dodd

Elizabeth M. Dodd - Notary Public.

My commission expires May 6th, 1963.

ELIZABETH M. DODD NOTARY PUBLIC BALTIMORE, MD.

Rec'd for record Jan. 2, 1962 at 12:50 P.M.
Mailed to David J. Preller

MORTGAGE

FROM

ANNE ARUNDEL CORPORATION

TO

MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC.

BLOCK NO.

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

Cost of Record, $ 10.00

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 JAN -2 PM 12:50 GEO. CHAMWELL, CLERK NO. 5 PUBLIC 589

DAVID J. PRELLER
ATTORNEY AT LAW
EQUITABLE BUILDING
BALTIMORE 2, MARYLAND

3080

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

LIBER 166 PAGE 342
IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17 016 Equity

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

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL ~~CORPORATION~~, a corporation of the State of Maryland,
Serve on: Thomas Carolan,
3015 North Calvert Street
Baltimore, Maryland

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 Hugo A. Ricciuti, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., 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.

Hugo A. Ricciuti
~~Affiant.~~
Attorney for Harry B. Wolf, Jr., Receiver

Subscribed and sworn to before me this 18 day of February 1965

Louise M. Coates
Notary Public

LOUISE M. COATES NOTARY PUBLIC

FILED
1965 FEB 18 PM 1:02

STATEMENT OF MORTGAGE CLAIM

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland Lots, 25, 26 and 27)

LIBER 166 PAGE 343
IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,016 Eq.

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage		$ 10,069.07
Initial Advance, January 19, 1962	$ 2,000.00	
Less: "Earned charges"	1,400.00	
	600.00	
Interest at 6% to January 31, 1965	106.00	
Second Advance, February 5, 1962	2,000.00	
Interest at 6% to January 31, 1965	348.25	
Third Advance, February 7, 1962	2,000.00	
Interest at 6% to January 31, 1965	347.59	
Fourth Advance, March 12, 1962	3,000.00	
Interest at 6% to January 31, 1965	504.00	
Fifth Advance, April 11, 1962	1,000.00	
Interest at 6% to January 31, 1965	163.23	
TOTAL	$ 10,069.07	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18 day of February in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Hugo A. Ricciuti, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

FILED

1965 FEB 18 PM 1 40

LOUISE M. COATES NOTARY PUBLIC

Witness my hand and Notarial Seal,

Louise M. Coates

Notary Public.

DECREE FOR SALE OF MORTGAGE PREMISES

LIBER 166 PAGE 344

Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

Anne Arundel Corporation, a corporation of the State of Maryland, Serve on: Thomas Carolan, 3015 North Calvert Street Baltimore, Maryland

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY

No. 17,016 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** February, **in the year** nineteen hundred and sixty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that HUGO A. RICCIUTI

be and he is hereby appointed **Trustee** to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $2000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall * then proceed to make the said sale, ~~having given at least three weeks' notice by advertisement~~, inserted in such daily newspaper or newspapers published in Anne Arundel County ~~Baltimore City~~ he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of these proceedings relative to the sale; with an affidavit annexed of the truth thereof, 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, 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 in each week for three successive weeks, the first such publication to be not less than fifteen (15) days prior to the sale, and the last publication to be not more than one week prior to the sale.

FILED

1965 FEB 18 PM 1:02

8

HUGO A. RICCIUTI
Attorney
515 One Charles Center
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE UNIMPROVED PROPRETY

(CORNER OF GRANDVIEW ROAD AND TWIN BEACH ROAD, LONG POINT ON THE MAGOTHY)

By virtue of a decree of the Circuit Court for Anne Arundel County in equlty (Case No. 17016) the undersigned, Trustee, will sell at public auction, on the premises, on

TUESDAY, APRIL 6, 1965 AT 1:20 O'CLOCK P.M.

(Directions to sale from Baltimore — Ritchie Highway to Mountain Rd., bear left on Mountain Rd. 7.5 miles to Long Point Rd., turn right approx. ¾ of a mile to property).

The following described property situate lying and being in the third district of Anne Arundel County and described as follows:

Being known and designated as Lots No. 25 to 27, both inclusive, Section J as shown on the Plat entitled, "Plat 3, Long Point on the Magothy, and recorded among the Land Records of Anne Arundel County in Plat Book WNW No. 2 Folio 39.

Being part of the property which by deed dated September 13, 1961, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1509, Folio 140, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named mortgagor in Fee-Simple.

Terms of Sale: Cash. A deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equlty. All expenses including special paving taxes, if any, to be adjusted to date of sale, Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

HUGO A. RICCIUTI, Trustee
MICHAEL FOX
Auctioneer
American Bldg.
Baltimore 2, Md.
MU. 5-2288

A-1

9 No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 345

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17016

Corner Grandview Road & Twin Beach 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 6th day of April, 1965. The first insertion being made the 11th day of March, 1965.

FILED
1965 APR 15 AM 9:59

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

OFFICE: MULBERRY 5-2288

AUCTION SALES
OF REAL ESTATE

JUDICIAL SALES

MERCHANDISE SALES

LIBER 166 PAGE 346

RES.: FOREST 7-3931

Michael Fox

Auctioneer and Appraiser

102 AMERICAN BUILDING
BALTIMORE 2, MD.

Lots
25, 26, 27
#17016

REPORT OF SALE

PROPERTY: Sale of Grandview Road & Twin Beach Road - Long Pt. on the Magothy

Estate Bldg. Corp.

SOLD TO: Alvin Lavenstein, Pres.

ADDRESS: 218 E. Lexington St.

AMOUNT OF SALE: $1850.00

DEPOSIT: $500.00

Date of Sale Tuesday, April 6, 1965 at 1:15 P.M.

Very truly yours,

Michael Fox

By: Florence S. Woolston

FILED
1965 APR 15 PM 3:29

10

LIBER 166 PAGE 347

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of APRIL, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared ALVIN LAVENSTEIN PRES. OF ESTATE BLDG. CORP., purchaser at the FORECLOSURE sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said PROPERTY mentioned in the said Report of Sale.

Estate Bldg. Corp.
Alvin Lavenstein, Pres.
Purchaser

(SEAL)
(PLACE)

Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-b-3 Affidavit of Purchaser)

FILED

1965 APR 15 PM 3:29

REPORT OF SALE

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland Serve on: Thomas Carolan, 3015 North Calvert Street Baltimore, Maryland (Lots 25, 26 and 27)

LIBER 166 PAGE 348
IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

No. 17016

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

The Report of Sale of Hugo A. Ricciuti

Trustee appointed by the decree in the above entitled cause, to make sale of

Lots 25, 26 and 27, Grandview Road & Twin Beach Road, Long Point on the Magothy

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 Capital-Gazette Press, Inc., Annapolis, Maryland, and the Sunpapers of Baltimore City

Annapolis, Maryland and

daily newspapers published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustee Hugo A. Ricciuti did pursuant to said notice on Tuesday the 6th day of April 1965 at 1:15 o'clock P. M. attend on the premises and then and there sold

Lots No. 25, 26 and 27, Grandview Road and Twin Beach Road, Long Point on the Magothy, in fee simple, ~~for $1830.00~~ which purchase price was $1850 obtained at public auction, the said real estate known as Lots 25, 26 and 27, Grandview Road and Twin Beach Road, Long Point on the Magothy, having been sold to Alvin Lavenstein, President of Estate Building Corporation, 218 E. Lexington Street.

Hugo A. Ricciuti
Trustee

FILED
1965 APR 19 AM 11:17

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14th day of April 1965 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared

HUGO A. RICCIUTI

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,

LOUISE M. COULTER NOTARY PUBLIC

Louise M. Coulter
Notary Public.

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ORDER NISI

LIBER 166 PAGE 349

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,016 Equity

Ordered, this 2 19th day of April, 19 65, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $ 1850.00

Louis N. Phipps Clerk.

True Copy,

Hugo A. Ricciuti, Atty
(Final Order)

TEST: Clerk.
For the Maryland Gazette (Apr. 22nd Edition)

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of September, 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 SEP 29 PM 1:11

13

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,016 Equity

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

Ordered, this 19th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 24th day of May next.

The report states that the amount of sale was $1850.00.

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 350

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,016

Anne Arundel Corporation

$1,850.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1965. The first insertion being made the 22nd day of April, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED

1965 MAY 19 PM 1:05

14 No. M. G. 440c

LIBER 166 PAGE 351

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate	*	IN THE
vs.	*	CIRCUIT COURT
ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland	*	OF ANNE ARUNDEL COUNTY
LOTS Nos. 25, 26 and 27	*	No. 17016

PETITION AND ORDER OF COURT
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. That heretofore on February 18, 1965 your Petitioner was appointed Trustee to make a sale of land known as Lots 25, 26 and 27, Long Point on the Magothy, in Anne Arundel County, Maryland.

2. That under the decree of this Court he was ordered to file with the Clerk of the Circuit Court of Anne Arundel County, a bond in the amount of $2,000.00 for the faithful performance of his duties as Trustee; that your Petitioner, through inadvertance, failed to file the necessary bond in the penalty of $2,000.00 before the sale of said premises, and, after duly advertising the sale of said property in the newspapers, sold said property at public auction on Tuesday, April 5, 1965, at and for the price of $1850.00.

3. That your Petitioner, in order to comply with the Decree heretofore signed by this Honorable Court, does herewith file a bond with the Clerk of the Circuit Court of Anne

FILED
1965 MAY 27 AM 9:11

15

County in the amount of $1850.00, representing the sale price obtained at public auction on the sale of said property.

WHEREFORE, your Petitioner prays that his bond in the amount of $1850.00 be accepted and filed with the Clerk of the Circuit Court of Anne Arundel County Nunc Pro Tunc.

Hugo A. Ricciuti
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY that on this 26 day of May, 1965 in the City of Baltimore, State of Maryland, before me, a Notary Public, personally appeared Hugo A. Ricciuti, Trustee, and made oath in due form of law that the aforegoing statement is true to the best of his knowledged and belief.

As witness my hand and Notarial Seal.

LOUISE M. COATES NOTARY PUBLIC

Louise M. Coates
Notary Public

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LIBER 166 PAGE 353

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, a body corporate,

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland,
Serve on: Thomas Carolan
3015 North Calvert Street
Baltimore, Maryland

LOTS NOS. 25, 26 and 27

* IN THE

CIRCUIT COURT

* OF

* ANNE ARUNDEL COUNTY

* No. 17016

*

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

ORDER OF COURT
NUNC PRO TUNC

Upon the aforegoing Petition and Affidavit it is this 27th day of May, 1965,

ORDERED by the Circuit Court of Anne Arundel County that the Trustee's Bond in the amount of $1850.00, securing the faithful performance of the trust reposed in HUGO A. RICCIUTI, as Trustee, be and the same is hereby accepted nunc pro tunc, in accordance with the Decree for the sale of the mortgaged premises.

George Duckett
Judge.

FILED

1965 MAY 27 PM 12: 20

17

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 166 PAGE 354

No. 17,016 Equity

HARRY B. WOLF, JR. RECEIVER
FOR MERCANTILE MUTUAL SAVINGS
& LOAN ASSOCIATION, INC.

versus

ANNE ARUNDEL CORPORATION

BOND OF TRUSTEE TO SELL

LIBER 13 PAGE 174

KNOW ALL MEN BY THESE PRESENTS: That we, HUGO A. RICCIUTI, 515 ONE CHARLES CENTER BUILDING, BALTIMORE, MARYLAND

as Principal ,

and the Fireman's Fund Insurance Company , a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of

One thousand eight hundred fifty - - - - - - - Dollars ($ 1,850.00)

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 26 day of May in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN HUGO A. RICCIUTI

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

ANNE ARUNDEL COUNTY has been appointed trustee to sell
Lot #25,26,27, Long Point on the Magothy
Anne Arundel County mentioned in the proceedings in the case of

HARRY B. WOLF, JR. RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOCIATION, INC.

versus

ANNE ARUNDEL CORPORATION

now pending in said Court.

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

HUGO A. RICCIUTI

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.

Emma R. Frazier ..... Hugo A. Ricciuti (SEAL)
HUGO A. RICCIUTI

515 One Charles Center ..... (SEAL)

..... (SEAL)

Witness as to Surety

FIREMAN'S FUND INSURANCE COMPANY

Gladys Parrack
Gladys Parrack

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

FILED

1965 MAY 27 PM 12: 20

Bond approved this 27th day of May, 1965
Nunc pro tunc
Louis N. Phipps, Clerk

M-BN 7336 2-63

18

tunc as of April 5 - 1965

LIBER 166 PAGE 355

In the Case of

HARRY B. WOLF, JR., RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOC., INC. A BODY CORPORATE

VS.

ANNE ARUNDEL CORPORATION, A CORPORATION OF THE STATE OF MARYLAND

In the

Circuit Court

For

Anne Arundel County

No. 17,016 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 DEC 29 AM 10:30

All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of January, 1966, 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: L. E. Wayson, deputy

FILED
1966 JAN 14 PM 4:12

Dr. Mortgaged Real Estate of Anne Arundel Corporation

LIBER 166 PAGE 356

In Acct. with Hugo A. Ricciuti, Trustee

						Cr.	
By	Amount of sale as per Trustee's Report						
	of Sale filed			1,850	00		
By	Interest 6% on deferred payment						
	$1,350.00 from 4/6/65 to 12/16/65			56	25		
						1,906	25
To	Trustee for fee, viz	250	00				
To	Trustee for commission, viz	88	50				
				338	50		
To	Trustee for court costs, viz						
	Plaintiff's Solicitor appearance fee	10	00				
	Clerk, court costs	32	25				
	Auditor, this account	35	00				
				77	25		
To	Trustee for expenses, viz						
	Capital-Gazette Press, Inc.						
	Advertising & Nisi - sale	90	24				
	Sunpapers - advertising - sale	48	10				
	Fireman's Fund Insurance Co. - bond	10	00				
	Michael Fox, auctioneer's fee	84	00				
	Costs and interest - 1964 tax sale	7	63				
	1963 and 1964 taxes and interest	63	17				
	Adjustment, from 1/1/65 to 6/30/65 taxes	4	40				
				307	54		
To	Harry B. Wolf, Jr., Receiver, Mortgagee						
	on account of mortgage claim	1,182	96				
				1,182	96		
						1,906	25
	Balance due on mortgage as per mortgage						
	claim filed	10,069	07				
	Interest 6% on principal balance						
	$8,600.00 from 2/1/65 to 1/14/66	494	50				
		10,563	57				
	Credit amount allowed above	1,182	96				
	This amount subject to decree in personam	9,380	61				

PETITION FOR FORECLOSURE

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate,

VS.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serveon: Thomas Carolan, ~~3015 North Calvert Street~~ Baltimore, Maryland

(Lot 4, L.P.O.M.)

LIBER 166 PAGE 357

IN THE

CIRCUIT COURT

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,017

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 13th day of March A. D. 62 the defendant executed and delivered to MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a body corp. 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 $ 9,614.29 and interest as therein mentioned, wherein said mortgagor assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

There is also attached Plaintiff's Exhibit No. 2, Confirmatory Mortgage, which is to be filed with this Petition. This Confirmatory Mortgage was made the 11th day of October, 1963, by and between Anne Arundel Corporation, the Defendant, and your Petitioner, Mercantile Mutual Savings and Loan Association, Inc., recorded among the Land Records of Anne Arundel County in Liber LNP No. 1702, Folio 60, which Confirmatory Mortgage was executed for the purpose of correcting an erroneous description in the mortgage dated March 13th, 1962.

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

And as in duty, &c.

FILED

1965 FEB 18 PM 1:02

Hugo A. Ricciuti,
Attorney for Harry B. Wolf, Jr.,
Receiver for Mercantile
Attorney for Plaintiff
Mutual Savings and Loan Association, Inc.
515 One Charles Center,
Baltimore, Maryland - 21201

LIBER 166 PAGE 358 BOOK 1549 PAGE 254 No. 17,017 8-5

This Mortgage, Made this 13th day of March, in the year one thousand, nine hundred and sixty-two, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor, and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, said Mortgagor is justly indebted unto the said Mortgagee for borrowed money in the principal sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, for cash money to be loaned and advanced for the construction of improvements upon the lot of ground hereinafter described, said improvements consisting of one (1) single family dwelling house to be built in accordance with the plans and specifications furnished by the said Mortgagor to the said Mortgagee, the whole of which mortgage debt, together with interest thereon, said Mortgagor has agreed and does hereby covenant and agree to pay unto said Mortgagee as follows, viz: To pay interest at the rate of six (6%) per cent per annum in quarter yearly installments from the date on the amounts of principal advanced, until the expiration of one (1) year from the 13th day of March, 1962, at which time, the entire principal mortgage indebtedness then remaining unpaid, together with interest thereon at the rate of six (6%) per cent per annum shall become due and payable; all payments of principal and interest to be made in lawful money of the United States of America.

WITH the privilege, however, to said Mortgagor, its successors and assigns, at any time before maturity hereof or default hereunder, of prepaying said mortgage indebtedness in whole or in part without penalty.

WITH the further privilege to the said Mortgagor, its successors and assigns of having released from the legal operation and effect to this Mortgage, the lot of ground hereinafter described, upon payment by said Mortgagor to said Mortgagee, of the sum of money advanced as to the lot so being released, together with the interest thereon at the rate aforesaid to the date of such release.

1585

WHEREAS, the said Mortgagor covenants and agrees to expend said sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, in the erection of the above mentioned improvements on the lot of ground hereinafter described within one (1) year from the 13th day of March, 1962, in strict accordance with said plans and specifications, which said plans and specifications have veen signed by the parties hereto for the purpose of identification and filed with the Mortgagee, it being understood and agreed that failure to complete said improvements as aforesaid, with the time hereinabove specified, shall constitute a default hereunder and the whole mortgage debt and sum of money hereby secured, together with interest that may accrue theron, shall become immediately due and payable, at the option of said mortgagee, its successors and assigns, and upon failure to make payment of the same on demand, the said Mortgagee, its successors or assigns, at its or their option, shall become immediately entitled to forclose this mortgage and sell the property hereinafter described, together with the improvements thereon, in accordance with the provision of foreclosure as hereinafter set out.

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, this day paid, the receipt whereof, is hereby acknowledged, the said Mortgagor does hereby grant and convey unto said Mortgagee, its successors and assigns, in fee simple all that one (1) lot of ground situate in the Third District of Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEING known and designated as Lot No. 4, as shown on the plat entitled "Plat 4, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 60, being part of the property which by Deed dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber GTC 1487, folio 487, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named mortgagor in fee simple.

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WHEREAS, said Mortgagee has agreed to loan and advance said sum of SIXTEEN THOUSAND and no ($16,000.00) DOLLARS, in the following installments, that is to say:

PAYMENT NUMBER	WORK DONE ON EACH HOUSE	AMOUNT ON LOT NO. 4
1	At the time of settlement	$6,000.00
2	When house is under roof and heating, plumbing and electrical work are roughed in	2,000.00
3	When plastering is complete and house is trimmed out and heating, plumbing and electrical work are complete	6,000.00
4	When house is trimmed out	1,000.00
5	Upon final completion	1,000.00
	TOTAL ON HOUSE	$16,000.00

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

TO HAVE AND TO HOLD unto the party of the second part, its successors and/or assigns forever in fee simple.

~~TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the yearly rental of $ payable in equal semi-annual installments on the days of and in each and every year.~~

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

And the said Mortgagor , for its, heirs, personal representatives, successors and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns to the extent of its lien thereon, and to deliver the policy and all

renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and, at the option of the Mortgagee, bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent and fire insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , his/her/its/or their heirs, personal representatives, successors and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (9) to pay a "late charge" not to exceed ten per cent (10%) of any installment which is not paid within ten (10) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

~~WITNESS the hand and seal of the said Mortgagor.~~

WITNESS the corporate seal of the said Mortgagor, and the signature of its ~~Vice~~-President.

ANNE ARUNDEL CORPORATION

by .....(SEAL)

THOMAS CAROLAN, PRESIDENT

WITNESS:

.....(SEAL)

.....(SEAL)

.....(SEAL)

Eleanor A. Giorgilli

ELEANOR A. GIORGILLI

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LIBER 166 PAGE 361 BOOK 1549 PAGE 257

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY that on this 13th day of March, 1962, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared THOMAS CAROLAN, PRESIDENT OF ANNE ARUNDEL CORPORATION the Mortgagor, named in the aforegoing mortgage, satisfactorily proven to be the person whose name is subscribed to the within instrument and he acknowledged the aforegoing mortgage to be his act, and that he executed the same for the purposes therein contained. At the same time also appeared William S. Owens, 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

10.00

Eleanor A. Giorgilli

ELEANOR A. GIORGILLI Notary Public.

My commission expires May 6, 1963

ELEANOR A. GIORGILLI NOTARY PUBLIC BALTIMORE CITY, MD.

Rec'd for record Mar. 15, 1962 at 9:20 A.M.
Mailed to David J. Preller

MORTGAGE

FROM

ANNE ARUNDEL CORPORATION

TO

MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record 19

at o'clock M. Same day recorded in

Liber No. Folio etc.,

one of the Records of

and examined per

Clerk,

Cost of Record, $ 10.00

RECD FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY 1962 MAR 15 AM 9:20 & RECORDED IN LIBER GTC NO. 1549 FOLIO 254 CLERK

DAVID J. PRELLER
ATTORNEY AT LAW
EQUITABLE BUILDING
BALTIMORE 2, MARYLAND

35120

LIBER 166 PAGE 362 BOOK 1702 PAGE 60. No. 17,017 Eq-5

THIS CONFIRMATORY MORTGAGE, Made this 11th day of October, in the year one thousand nine hundred and sixty-three, by and between ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, party of the first part, Mortgagor; and MERCANTILE MUTUAL SAVINGS AND LOAN ASSOCIATION, INC., a corporation of the State of Maryland, party of the second part, Mortgagee.

WHEREAS, by Mortgage dated March 13th, 1962, and duly recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 1549, Folio 254, the said party of the first part hereto, Mortgagor, mortgaged the property hereinafter described unto the party of the second part herein, Mortgagee, to secure a loan of Sixteen Thousand ($16,000.00) Dollars, as in said Mortgage recited; and

13174

WHEREAS, in the aforesaid Mortgage the said property therein was erroneously described; and

WHEREAS, the said party of the first part herein, Mortgagor, has agreed to execute this Confirmatory Mortgage to correct the aforesaid error.

NOW, THEREFORE, THIS CONFIRMATORY MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said party of the first part, Mortgagor, does grant and convey unto the said party of the second part, Mortgagee, its successors and assigns, in fee simple, all that one (1) lot of ground situate in the Third District of Anne Arundel County in the State of Maryland and described as follows, that is to say:

BEING known and designated as Lot No. 4, as shown on the Plat entitled "Plat 9, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30, folio 66, being part of the property which by Deed dated June 28th, 1961, and recorded among the Land Records of Anne Arundel County in Liber G. T. C., 1487, Folio 487, was granted and conveyed by Larry L. Lockhart, Attorney, unto the within named Mortgagor, in fee simple.

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LIBER 166 PAGE 363 BOOK 1702 PAGE 61

The said party of the first part, Mortgagor, does hereby confirm said Mortgage, as hereby corrected, in all respects, and does hereby bind itself, its successors and assigns, upon all of said conditions and agreements of said Mortgage as hereby corrected.

WITNESS the corporate seal of said Mortgagor and its signature hereto by its duly authorized official.

WITNESS:

ANNE ARUNDEL CORPORATION

Elizabeth H. Dodd By: Thomas M. Carolan
THOMAS M. CAROLAN, President

STATE OF MARYLAND,

CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 11th day of October, 1963, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared THOMAS M. CAROLAN, President of ANNE ARUNDEL CORPORATION, and he acknowledged the aforegoing Confirmatory Mortgage to be its corporate act.

AS WITNESS my hand and Notarial Seal.

Elizabeth H. Dodd
Notary Public

Rec'd for record Oct. 18, 1963 at 8:53 A.M.
Mailed to David J. Bredler

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

LIBER 166 PAGE 364

HARRY B. WOLF, JR., RECEIVER for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation, of the State of Maryland,
Serve on: Thomas Carolan,
3015 North Calvert Street
Baltimore, Maryland

IN THE

CIRCUIT COURT

OF

~~EXXTRXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

No. 17,017 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 HUGO A. RICCIUTI, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., 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.

Hugo A. Ricciuti
Affiant.
Hugo A. Ricciuti
Attorney for Harry B. Wolf, Jr.
Receiver

Subscribed and sworn to before me this 18 day of February 1965

Louise M. Coates
Notary Public

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FILED
1965 FEB 18 PM 1:02

STATEMENT OF MORTGAGE CLAIM

HARRY B. WOLF, JR. Receiver for Mercantile Mutual Savings and Loan Association, Inc , a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland
Serve on: Thomas Carolan
3015 North Calvert Street,
Baltimore, Maryland

LIBER 166 PAGE 365
IN THE

CIRCUIT COURT

— OF —

ANNE ARUNDEL COUNTY

No. 17,017 Equity

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage		$ 9,614 29
Initial advance, March 9, 1962	$ 6,000.00	
Less: "Earned Charges"	1,750.00	
	$4,250.00	
Interest at 6% to January 31, 1965	717.42	
Second Advance, March 22, 1962	$2,000.00	
Interest at 6% to January 31, 1965	334.32	
Third Advance, May 15, 1962	$1,000.00	
Interest at 6% to January 31, 1965	157.55	
Fourth Advance, May 29, 1962	$1,000.00	
Interest at 6% to January	155.00	
TOTAL	$9,614.29	

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18 day of ~~January~~ February in the year nineteen hundred and sixty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Hugo A. Ricciuti, Attorney for Harry B. Wolf, Jr., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate.

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

FILED

1965 FEB 18 PM 1:02

As witness my hand and Notarial Seal,

Louise M. Coates

Notary Public.

DECREE FOR SALE OF MORTGAGE PREMISES

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate,

vs.

ANNA ARUNDEL CORPORATION, a corporation of the State of Maryland
Serve on: Thomas Carolan,
3015 North Calvert Street
Baltimore, Maryland

LIBER 166 PAGE 366
IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

No. 17,017 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 18th day of FEBRUARY, in the year nineteen hundred and sixty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that HUGO A. RICCIUTI be and he is hereby appointed Trustee to make said sale, and that the course and manner of the proceedings shall be as follows: he shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of $2000.00 Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises: he shall * then proceed to make the said sale, ~~having given notice thereof~~ by advertisement, inserted in such daily newspaper or newspapers published in ~~Baltimore City~~ Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification or sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of these 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, 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 (15) days prior to the sale, and the last publication to be not more than one week prior to the sale.

FILED
1965 FEB 18 PM 1:02

O. Bowie Duckett

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HUGO A. RICCIUTI
Attorney
515 One Charles Center
Baltimore 1, Maryland

Trustee's Sale

OF VALUABLE UNIMPROVED PROPERTY

(ON LONG POINT ROAD JUST BEFORE PIKE ROAD, LONG POINT ON THE MAGOTHY)

By virtue of a decree of the Circuit Court for Anne Arundel County in equity (Case No. 17017) the undersigned, Trustee will sell at public auction, on the premises, on

TUES., APRIL 6, 1965 AT 1:00 O'CLOCK P.M.

(Directions to sale from Baltimore — Ritchie Highway to Mountain Rd., bear left on Mountain Rd. 7.5 miles to Long Point Rd., turn right approx. ¾ of a mile to property).

The following described property situate lying and being in the third district of Anne Arundel County and described as follows:

Being known and designated as Lot No. 4 as shown on the Plat entitled, "Plat 9, Long Point on the Magothy", and recorded among the Land Records of Anne Arundel County in Plat Book 30 Folio 66 being part of the property which by deed dated June 28, 1961 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1487 Folio 487 was granted and conveyed by Larry L. Lockhart, Attorney unto the within named mortgagor in Fee-Simple.

Terms of Sale: Cash. A deposit of ~~$500.00~~ will be required of the purchaser at the time and place of sale. Balance in cash upon final ratification of the sale by the Circuit Court of Anne Arundel County in equity. All expenses including special paving taxes, if any, to be adjusted to date of sale. Balance of purchase money to bear interest from date of sale to date of settlement. Cost of all documentary stamps and Anne Arundel County transfer tax to be borne by the purchaser.

HUGO A. RICCIUTI, Trustee.
MICHAEL FOX
Auctioneer
American Bldg.
Baltimore 2, Md.
MU. 5-2288

A-1

11 No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 367

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17017

Long Point Road Just Before

Pike 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 16th day of April, 1965. The first insertion being made the 11th day of March, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

FILED
1965 APR 15 AM 9:59

LIBER 166 PAGE 368

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, That on this 6th day of APRIL, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid personally appeared ALVIN LAVENSTEIN, PRES. OF ESTATE BLDG. CORP., purchaser at the FORECLOSURE sale in this cause, and made oath in due form of law that he is the purchaser and purchased same as principal and not as an agent for anyone, and that he has not directly or indirectly discouraged anyone from bidding for the said PROPERTY mentioned in the said Report of Sale.

Estate Bldg. Corporation
Alvin Lavenstein, Jr. (SEAL)
Purchaser (PLACE)

Notary Public

(Rule BR 6-2 Sale of Real Property or Chattels Real and BR 6-b-3 Affidavit of Purchaser)

FILED
1965 APR 15 PM 3:29

12

OFFICE: MULBERRY 5-2258

AUCTION SALES
OF REAL ESTATE

JUDICIAL SALES

MERCHANDISE SALES

RES.: FOREST 7-3931

LIBER 166 PAGE 369

Michael Fox

Auctioneer and Appraiser

102 AMERICAN BUILDING
BALTIMORE 2, MD.

Lot #4
17017

REPORT OF SALE

PROPERTY: Long Point Road - Just before Pike Road
Estate Bldg. Corp.

SOLD TO: Alvin Lavenstein, Pres.

ADDRESS: 218 E. Lexington St.

AMOUNT OF SALE: $2000.00

DEPOSIT: $500.00

Date of Sale Tuesday, April 6, 1965 at 1 P.M.

Very truly yours,

Michael Fox

By: Florence S. Woolston

FILED
1965 APR 15 PM 3:29

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REPORT OF SALE

LIBER 166 PAGE 370

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc. a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan, 3015 North Calvert Street Baltimore, Maryland (Lot 4,LPOM)

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

Anne Arundel County

No. 17017

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

The Report of Sale of Hugo A. Ricciuti

Trustee appointed by the decree in the above entitled cause, to make sale of Lot 4, Long Point Road

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

The Capital-Gazette Press, Inc., Annapolis, Maryland and the Sunpapers of Baltimore City

Annapolis, Maryland and daily newspaper s 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 6th day of April 19 65 at 1 o'clock P. M. attend on the premises and then and there sold

Lot 4, Long Point Road, Long Point on the Magothy, at and for the price of $2,000.00, in fee simple, which purchase price of $2,000.00 in fee simple, was obtained at public auction, the said real estate known as Lot No. 4, Long Point Road, Long Point on the Magothy, having been sold to Alvin Lavenstein, President of Estate Building Corporation, 218 E. Lexington Street, Baltimore, Md.

Hugo A Ricciuti
Trustee

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 14 th day of April 19 65 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Hugo A. Ricciuti

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,

LOUISE M. COATES NOTARY PUBLIC

Louise M. Coates
Notary Public.

FILED 1965 APR 19 AM 11: 17

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ORDER NISI

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

LIBER 166 PAGE 371

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,017 Equity

Ordered, this 19th day of April, 19 65, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

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

Louis M. Phipps Clerk.

True Copy,

TEST: Clerk.

Hugo A. Ricciuti, Atty. 515 One Charles Center, City 1 Md. Gazette (Apr. 22 Ed.)

(Final Order)

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3rd day of ~~May~~ September, 19 65 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

E. Marshall Culbreth

JUDGE.

FILED

1965 SEP -3 PM 3:51

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Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 17,017 Equity

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

versus

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland

Ordered, this 19th day of April, 1965, That the sale of the property in these proceedings mentioned made and reported by Hugo A. Ricciuti, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of May next.

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

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

M-13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 372

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 18, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,017

Anne Arundel Corporation

$2,000.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of May, 1965. The first insertion being made the 22nd day of April, 1965.

FILED

1965 MAY 19 PM 1:35

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

16

No. M. G. 4397

LIBER 166 PAGE 373

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate

vs.

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland,
Serve on: Thomas Carolan
3015 North Calvert Street
Baltimore, Maryland

Lot No. 4, L.P.O.M.

*

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

No. 17017

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

PETITION AND ORDER OF COURT
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. That heretofore on February 18, 1965 your Petitioner was appointed Trustee to make a sale of land known as Lot 4, Long Point on the Magothy, in Anne Arundel County, Maryland.

2. That under the decree of this Court he was ordered to file with the Clerk of the Circuit Court of Anne Arundel County, a bond in the amount of $2,000.00 for the faithful performance of his duties as Trustee; that your Petitioner, through inadvertance, failed to file the necessary bond in the penalty of $2,000.00 before the sale of said premises, and, after duly advertising the sale of said property in the newspapers, sold said property at public auction on Tuesday, April 5, 1965, at and for the price of $2,000.00.

3. That your Petitioner, in order to comply with the Decree heretofore signed by this Honorable Court, does herewith file a bond with the Clerk of the Circuit Court of Anne Arundel County in the amount of $2,000.00, representing the sale price

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7

obtained at public auction on the sale of said property.

WHEREFORE, your Petitioner prays that his bond in the amount of $2,000.00 be accepted and filed with the Clerk of the Circuit Court of Anne Arundel County Nunc Pro Tunc.

Hugo A. Ricciuti
Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 26 day of May, 1965 in the City of Baltimore, State of Maryland, before me a Notary Public, personally appeared Hugo A. Ricciuti, Trustee, and made oath in due form of law that the aforegoing statement is true to the best of his knowledge and belief.

As witness my hand and Notarial Seal.

LOUISE M. COATES
NOTARY PUBLIC

Louise M. Coates
Notary Public

18

HARRY B. WOLF, JR., Receiver for Mercantile Mutual Savings and Loan Association, Inc., a body corporate, * IN THE

vs. *

CIRCUIT COURT

ANNE ARUNDEL CORPORATION, a corporation of the State of Maryland, Serve on: Thomas Carolan 3015 North Calvert Street Baltimore, Maryland * OF

ANNE ARUNDEL COUNTY

Lot No. 4, L.P.O.M.

*

No. 17017

*

ORDER OF COURT
NUNC PRO TUNC

Upon the aforegoing Petition and Affidavit it is this 27th day of May, 1965

ORDERED by the Circuit Court of Anne Arundel County that the Trustee's bond in the amount of $2,000.00, securing the faithful performance of the trust reposed in HUGO A. RICCIUTI, as Trustee, be and the same is hereby accepted nunc pro tunc, in accordance with the Decree for the sale of the mortgaged premises.

George Sachse
Judge.

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1965 MAY 27 PM 12: 20

19

TRUSTEE TO SELL

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

LIBER 166 PAGE 376

No. 17,017 Equity

HARRY B. WOLF, JR. RECEIVER
FOR MERCANTILE MUTUAL SAVINGS
& LOAN ASSOCIATION, INC.
versus
ANNE ARUNDEL CORPORATION

BOND OF TRUSTEE TO SELL

LIBER 13 PAGE 175

KNOW ALL MEN BY THESE PRESENTS: That we, HUGO A. RICCIUTI, 515 One Charles Center Building, Baltimore, Maryland

aa Principal ,

and the Fireman's Fund Insurance Company , a body corporate, duly incorporated under the laws of the State of California and duly authorized by its charter to transact surety businesa in the State of Maryland, aa Surety, are held and firmly bound unto the State of Maryland, in the full and juat sum of

Two thousand -Dollara ($ 2,000.00)

to be paid to the aaid State or ita certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of ua, our and each of our heira, executors, adminiatrators, auccesaors and aaaigns, jointly and severally, firmly by these presenta.

SEALED WITH OUR SEALS and dated thia 26 day of May in the year of our Lord one thousand, nine hundred and sixty-five

WHEREAS THE ABOVE BOUNDEN HUGO A. RICCIUTI

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

ANNE ARUNDEL COUNTY . ha s been appointed trustee to sell

Lot #4, Long Point on the Magothy
Anne Arundel County

mentioned in the proceedings in the caae of

HARRY B. WOLF, JR. RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOCIATION, INC.

versua

ANNE ARUNDEL CORPORATION

now pending in aaid Court.

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

HUGO A. RICCIUTI

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

Emma R. Toazeser ..... Hugo A. Ricciuti (SEAL)
HUGO A. RICCIUTI

515 One Charles Center ..... (SEAL)

.... (SEAL)

Witness as to Surety

Gladys Parrack
Gladys Parrack

FIREMAN'S FUND INSURANCE COMPANY

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

Bond approved this 27th day of May, 1965

FILED

1965 MAY 27 PM 12: 20

nunc pro tunc

Louis N. Phipps, Clerk

M-BN 7336 2-63

20

april 5-1965

In the Case of LIBER 166 PAGE 377

HARRY B. WOLF, JR., RECEIVER FOR MERCANTILE MUTUAL SAVINGS & LOAN ASSOC., INC. A BODY CORPORATE

VS.

ANNE ARUNDEL CORPORATION, A CORPORATION OF THE STATE OF MARYLAND

In the

Circuit Court

For

Anne Arundel County

No. 17,017 Equity

To the Honorable, the Judges of said Court:

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

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All of which is respectfully submitted.

Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 14th day of January, 1966, 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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1966 JAN 14 PM 4:12

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23

Dr. Mortgaged Real Estate of Anne Arundel Corporation

LIBER 166 PAGE 378

In Acct. with Hugo A. Ricciuti, Trustee

				Cr.	
By	Amount of sale as per Trustee's Report				
	of Sale filed			2,000 00	
By	Interest 6% on deferred payment				
	$1,500.00 from 4/6/65 to 12/16/65			62 50	
					2,062 50
To	Trustee for fee, viz	250 00			
To	Trustee for commission, viz	92 00			
				342 00	
To	Trustee for court costs, viz				
	Plaintiff's Solicitor appearance fee	10 00			
	Clerk, court costs	32 25			
	Auditor, this account	35 00			
				77 25	
To	Trustee for expenses, viz				
	Capital Gazette Press, Inc.				
	Advertising & Nisi - sale	88 52			
	Sunpapers - advertising - sale	47 50			
	Fireman's Fund Insurance Co. - bond-	10 00			
	Michael Fox - auctioneer's fee	90 00			
	Costs and advertising - 1964 sale	3 75			
	1963 and 1964 taxes	35 94			
	Adjustment from 1/1/65 to 6/30/65 taxes	2 56			
				278 27	
To	Harry B. Wolf, Jr., Receiver, Mortgagee				
	on account of mortgage claim	1,364 98			
				1,364 98	
					2,062 50
	Balance due on mortgage as per mortgage				
	claim filed	9,614 29			
	Interest 6% on principal balance				
	$8,250.00 from 2/1/65 to 1/14/66	474 37			
		10,088 66			
	Credit amount allowed above	1,364 98			
	This amount subject to decree in personam	8,723 68			

LIBER 166 PAGE 379

In the Matter of the	: No. 17,475	Equity
Mortgaged Real Estate of	: In the Circuit Court	
Wesley H. Parks and Wilma B.	: for	
Parks, his wife	: Anne Arundel County	
	:	

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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LIBER 1259 PAGE 332

No. 17,475

LIBER 1166 PAGE 380

Purchase Money

This Mortgage,

made this 11th day of December in the year one thousand nine hundred and fifty-eight, between Wesley H. Parks and Wilma B. Parks, his wife of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

SEVEN THOUSAND SIX HUNDRED FIFTY---------($7650.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FIFTY-SIX----------($56.00)----Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

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

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

Containing 0.24 acre more or less and .045 acre more or less, and described more particularly by metes and bounds in a deed from John E. Graham, Jr., and Della Graham, his wife, to the within-named Mortgagors of even date herewith, intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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The said Mortgagor(s) agree(s) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

If, however the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor(s), for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Wesley H. Parks (SEAL)
Wesley H. Parks

Wilma B. Parks (SEAL)
Wilma B. Parks

(SEAL)

LIBER 166 PAGE 383 LIBER 1259 PAGE 335

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 11th day of December in the year one thousand, nine hundred and fifty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Wesley H. Parks and Wilma B. Parks, his wife, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared WILMER M. JOHNSON, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC

My Commission expires 5/4/59

Rec'd for record Dec. 12 1958 at 3:13 P.M.
Mailed to Wm. W. Townshend, Jr.

WM. W. TOWNSHEND, JR.
Attorney
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

MORTGAGE

FROM

Wesley H. Parks and

Wilma B. Parks, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record DEC 12 1958 3:13 P.M. o'clock
19 ..... at ..... M.
Same day recorded in Liber ..... folio .....
No. ..... and examined per
the Land Records of Anne Arundel County
..... Clerk.
Cost of Record $ .....

LIBER 166 PAGE 384

In the Matter of the Mortgaged	:	No. 17,475	Equity
Real Estate of Wesley H. Parks	:	In the Circuit Court	
and Wilma B. Parks, his wife	:	for	
	:	Anne Arundel County	
	:		

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Wesley H. Parks and Wilma B. Parks, his wife, to Loyola Federal Savings and Loan Association, dated December 11th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 332.		$7,650.00
Less Total amount paid on account of principal. .	$1,639.35	
Less Credit Expense Account	147.92	1,787.27
		$5,862.73
Plus interest to September 30th, 1965		120.20
Amount of Mortgage Indebtedness		$5,982.93

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of September 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

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1965 OCT -4 PM 1:19

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LIBER 166 PAGE 385

AFFIDAVIT OF NON-MILITARY SERVICE

No. 17,475 Equity

In the Matter of the Mortgaged Real Estate of Wesley H. Parks and Wilma B. Parks, his wife

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

I hereby certify that, on this 30th day of September, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage

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

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

Wesley H. Parks and Wilma B. Parks, his wife

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 30th day of September, 19 65.

Notarial Seal

Dorothy P. McNew

Dorothy P. McNew, *Notary Public.*

My Commission will expire on:

July 1st, 1967

Filed,

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1965 OCT -4 PM 1:19

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No. 12,475 Eq.

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

LIBER 166 PAGE 386

ATTORNEY'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Wesley H. Parks and Wilma B. Parks, his wife, dated December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 332, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, OCTOBER 26th, 1965

at 12:15 o'clock P.M.

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

PARCEL NO. 1 - BEGINNING for the same at a concrete monument set in the North line of a conveyance from William L. Donahue and wife to John H. Johnson and wife by deed dated April 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 358, folio 224 at a point located 106.75 ft. Easterly from the West end of said line and running from thence and through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 159, folio 372, North 9° 6' East, 83.17 ft. to a point; thence at right angles, South 80° 54' East, 143.59 ft. to a point on the West side of a 15 ft. road heretofore described as a right of way through the Hook property to the Johnson property; thence with the West side of said right of way with the use in common, South 22° 50' West, 79 ft. to the aforementioned North line; thence with the same, North 84° 27' West, 123.42 ft. to the place of beginning. Containing 0.24 of an acre, more or less.

PARCEL NO. 2 - BEGINNING for the same at a pipe on the West side of a 15 ft. right of way, said pipe being located at the Northeast corner of a conveyance from Robert E. Hook and wife to John E. Graham, Jr. by deed dated October 26, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 544, folio 434 and running from thence and with the North line of said conveyance reversely, North 80° 54' West, 143.59 ft. to a point; thence leaving said line and running through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. 159, folio 372 and of which the herein described is a part, North 9° 6' East, 27.31 ft. to a point; thence South 70° 8' East, 146.16 ft. to the place of beginning. Containing .045 of an acre, more or less.

BEING the same property conveyed unto Wesley H. Parks and Wilma B. Parks, his wife, by John E. Graham, Jr. and Della Graham, his wife, by deed dated

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1965 OCT -4 PM 1:19

December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 330.

Above described property improved by a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

- -

Maryland Gazette: September 30th, October 7th, 14th and 21st, 1965

Please send twenty-five handbills.

9

The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 13 PAGE 285
LIBER 166 PAGE 388

No. 17,475 Eq.

BOND NO. 53 32 90

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of SIX THOUSAND NINE HUNDRED AND NO/100 - - - - - - - - - - - - - - - - ($ 6,900.00- - -) - 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 18th day of October , 19 65.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Wesley H. Parks and Wilma B. Parks, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 11th day of December , 1958 , and recorded among the Land Records of Anne Arundel County, in Liber G.T.C. 1259 , Folio 332 , the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Donald C. Bloom

THE PENNSYLVANIA INSURANCE COMPANY

James F. Cook
Attorney in fact

FILED
1965 OCT 20 AM 9:54

Bond approved this 20th day of October, 1965

Lewis N. Phipps, Clerk

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ROBERT H. CAMPBELL - - - - Auctioneer

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

LIBER 166 PAGE 389

ATTORNEY'S SALE

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Wesley H. Parks and Wilma B. Parks, his wife, dated December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 332, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, OCTOBER 26th, 1965

AT 12:15 O'CLOCK P.M.

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

PARCEL NO. 1—**BEGINNING** for the same at a concrete monument set in the North line of a conveyance from William L. Donahue and wife to John H. Johnson and wife by deed dated April 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 358, folio 224 at a point located 106.75 ft. Easterly from the West end of said line and running from thence and through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 159, folio 372, North 9°6' East, 83.17 ft. to a point; thence at right angles, South 80°54' East, 143.59 ft. to a point on the West side of a 15 ft. road heretofore described as a right of way through the Hook property to the Johnson property; thence with the West side of said right of way with the use in common, South 22°50' West, 79 ft. to the aforementioned North line; thence with the same, North 84°27' West, 123.42 ft. to the place of beginning. Containing 0.24 of an acre, more or less.

PARCEL NO. 2—**BEGINNING** for the same at a pipe on the West side of a 15 ft. right of way, said pipe being located at the Northeast corner of a conveyance from Robert E. Hook and wife to John E. Graham, Jr. by deed dated October 26, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 544, folio 434 and running from thence and with the North line of said conveyance reversely, North 80°54' West, 143.59 ft. to a point; thence leaving said line and running through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. 159, folio 372 and of which the herein described is a part, North 9°6' East, 27.31 ft. to a point; thence South 70°8' East, 146.16 ft. to the place of beginning. Containing .045 of an acre, more or less.

BEING the same property conveyed unto Wesley H. Parks and Wilma B. Parks, his wife, by John E. Graham, Jr. and Della Graham, his wife, by deed dated December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 330.

Above described property improved by a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

FILED
1965 OCT 29 AM 9:2

LIBER 166 PAGE 390

LIBER 166 PAGE 391

Annapolis, Maryland
October 26th, 1965

I HEREBY CERTIFY, that I have this 26th day of October 1965, sold the property described on the reverse hereof unto Elzie L. Gilbert and Ethyline Gilbert, his wife,
at and for the sum of FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS ($5,950.00)

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

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 26th day of October 1965, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS ($5,950.00) and I/we hereby agree to comply with the terms of sale.

Elzie L. Gilbert

Ethyline Gilbert

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1965 OCT 29 AM 9:23

//

LIBER 166 PAGE 392

In the Matter of the	:	No. Equity
Mortgaged Real Estate of	:	In the Circuit Court
Wesley H. Parks and Wilma B.	:	for
Parks, his wife	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 26th day of October 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Elzie L. Gilbert and Ethyline Gilbert, his wife, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Elzie L. Gilbert (SEAL)

Ethyline Gilbert (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr., Notary Public

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1965 OCT 29 AM 9:23

13

LIBER 166 PAGE 393

In the Matter of the	: No.	17,475 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Wesley H. Parks and Wilma B.	:	for
Parks, his wife	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Wesley H. Parks and Wilma B. Parks, his wife, dated December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 332, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, October 26th, 1965, at 12:15 P.M., and then and there sold the said property to Elzie L. Gilbert and Ethyline Gilbert, his wife, at and for the sum of FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS ($5,950.00), being at that figure the highest bidders therefor, said property described as follows:

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

PARCEL NO. 1 - BEGINNING for the same at a concrete monument set in the North line of a conveyance from William L. Donahue and wife to John H. Johnson and wife by deed dated April 17, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 358, folio 224, at a point located 106.75 ft. Easterly from the West end of said line and running from thence and through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 159, folio 372, North 9° 6' East, 83.17 ft. to a point; thence at right angles, South 80° 54' East, 143.59 ft. to a point on the West side of a 15 ft. road heretofore described as a right of way through the Hook property

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1965 OCT 29 AM 9:23

14

to the Johnson property; thence with the West side of said right of way with the use in common, South 22° 50' West, 79 ft. to the aforementioned North line; thence with the same, North 84° 27' West, 123.42 ft. to the place of beginning. Containing 0.24 of an acre, more or less.

PARCEL NO. 2 - BEGINNING for the same at a pipe on the West side of a 15 ft. right of way, said pipe being located at the Northeast corner of a conveyance from Robert E. Hook and wife to John E. Graham, Jr. by deed dated October 26, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 544, folio 434 and running from thence and with the North line of said conveyance reversely, North 80° 54' West, 143.59 ft. to a point; thence leaving said line and running through the conveyance from Max Herman, et al, to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. 159, folio 372, and of which the herein described is a part, North 9° 6' East, 27.31 ft. to a point; thence South 70° 8' East, 146.16 ft. to the place of beginning. Containing .045 of an acre, more or less.

BEING the same property conveyed unto Wesley H. Parks and Wilma B. Parks, his wife, by John E. Graham, Jr. and Della Graham, his wife, by deed dated December 11th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 330.

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

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of October 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

15

LIBER 166 PAGE 395

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WESLEY H. PARKS AND WILMA B. PARKS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,475 Equity

Ordered, this 29th day of October, 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 6th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $ 5,950.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

Wm. W. Townshend, Jr., Atty.
(Final Order)

FOR: MARYLAND GAZETTE Nov. 4th Edition

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WESLEY H. PARKS AND WILMA B. PARKS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of December, 19 65 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

George Sachse
JUDGE.

FILED

1965 DEC -8 AM 9:09

16

WILLIAM W. TOWNSH[illegible], Jr.
Attorney
Towns-Worth Building,
South St.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Wesley H. Parks and Wilma B. Parks, his wife, dated December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 332, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, OCTOBER 26th, 1965 at 12:15 o'clock P.M.

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

PARCEL NO. 1 — BEGINNING for the same at a concrete monument set in the North line of a conveyance from William L. Donahue and wife to John H. Johnson and wife by deed dated April 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 358, folio 224 at a point located 106.75 ft. Easterly from the West end of said line and running from thence and through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 159, folio 372, North 9 degrees 6' East, 83.17 ft. to a point; thence at right angles, South 80 degrees 54' East, 143.59 ft. to a point on the West side of a 15 ft. road heretofore described as a right of way through the Hook property to the Johnson property; thence with the West side of said right of way with the use in common, South 22 degrees 50' West, 79 ft. to the aforementioned North line; thence with the same, North 84 degrees 27' West, 123.42 ft. to the place of beginning. Containing 0.24 of an acre, more or less.

17 No.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 396

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed Attorney's Sale No. 17,475 Equity Wesley H. Parks

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 October, 1965. The first insertion being made the 30th day of September, 1965

FILED
1965 NOV -3 PM 1:56

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

PARCEL NO. 2 — BEGINNING for the same at a pipe on the West side of a 15 ft. right of way, said pipe being located at the Northeast corner of a conveyance from Robert E. Hook and wife to John E. Graham, Jr. by deed dated October 26, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 544, folio 434 and running from thence and with the North line of said conveyance reversely, North 80 degrees 54' West, 143.59 ft. to a point; thence leaving said line and running through the conveyance from Max Herman, et al to Robert E. Hook and wife by deed dated February 23, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. 159, folio 372 and of which the herein described is a part, North 9 degrees 6' East, 27.31 ft. to a point; thence South 70 degrees 8' East, 146.16 ft. to the place of beginning .Containing .045 of an acre, more or less.

BEING the same property conveyed unto Wesley H. Parks and Wilma B. Parks, his wife, by John E. Graham, Jr. and Della Graham, his wife, by deed dated December 11th, 1958, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 330.

Above described property improved by a one story, frame dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWSHEND, Jr.
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer O-21

In the Matter of the	:	No. 17,475	Equity
Mortgaged Real Estate of	:	In the Circuit Court	
Wesley H. Parks and Wilma B.	:	for	
Parks, his wife	:	Anne Arundel County	
	:		

LIBER 166 PAGE 398

AMENDED STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Wesley H. Parks and Wilma B. Parks, his wife, to Loyola Federal Savings and Loan Association, dated December 11th, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1259, folio 332.		$7,650.00
Less total amount paid on account of principal.	$1,639.35	
Less Credit Expense Account	147.92	1,787.27
		$5,862.73
Plus interest to September 30th, 1965		120.20
		$5,982.93
Plus 1965-66 Real Estate Taxes		173.18
		$6,156.11
Less Hypothecation		950.00
Amount of Mortgage Indebtedness.		$5,206.11

William W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of November, 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 Amended 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 NOV 23 PM 3:14

18

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 17,475 EQUITY

In the Matter of The Mortgaged Real Estate of **WESLEY H. PARKS** and **WILMA B. PARKS**, his wife

Ordered, this 29th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $5,950.00

LOUIS N. PHIPPS, Clerk

True Copy, TEST:

LOUIS N. PHIPPS, Clerk

N-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 399

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1965

We hereby certify, that the annexed

Order Nisi Sale

Eq. 17,475

Wesley H. Parks

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

THE CAPITAL-GAZETTE PRESS, INC.

By H. Telgmann

FILED

1965 NOV 26 PM 2:00

No. M. G. 8117

LIBER 166 PAGE 400

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WESLEY H. PARKS and WILMA B. PARKS, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,475 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 DEC 13 AM 11:02

All of which is respectfully submitted.

December 13, 1965

John H. Hopkins, IV, Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 29th 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: Constance B. Tollevik, deputy

FILED

1965 DEC 29 AM 8:47

20

2

LIBER 166 PAGE 401

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WESLEY H. PARKS and WILMA B. PARKS, his wife,

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

					Cr.	
1965, October 26,						
Proceeds of Sale	5,950	00				
Interest on deferred payment of $5,200.00 from						
10/26/65 to 12/9/65 @ 6%	37	41	5,987	41		
Refund 1965 taxes - 10/26/65 to 6/30/66 (173.18)	117	25	117	25		
					6,104	66
To Attorney for fee, viz:	100	00				
To Attorney for commisssions, viz:	209	62	309	62		
To Attorney for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Clerk of Courts - Court costs	29	50				
Auditor - stating this account	40	00	79	50		
To Attorney for expenses, viz:						
Capital-Gazette Press - advertising sale	131	24				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Insurance Company - bond premium	27	60				
One-half cost documentary stamps	9	90				
Dorothy P. McNew - notary fees	2	00	248	77		
To Loyola Federal Savings and Loan Assn. amended						
Mortgage claim in full as filed	5,206	11				
Interest on principal balance of $5,206.11 from						
9/30/65 to 12/29/65 - 90 days @ 6%	77	15	5,283	26		

	To Wesley H. Parks and Wilma B. Parks, his wife,						
	this surplus	183	51	183	51		
						6,104	66

LIBER 166 PAGE 403

IN THE MATTER OF THE	*	NO. 17,475 EQUITY
MORTGAGED REAL ESTATE OF WESLEY	*	IN THE
H. PARKS and WILMA B. PARKS,	*	CIRCUIT COURT
his wife.	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * *

SECOND AMENDED STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Wesley H. Parks and Wilma B. Parks, his wife, to Loyola Federal Savings and Loan Association, dated December 11, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1259 Folio 332		$7,650.00
Less total amount paid on account of principal . .	$1,639.35	
Less credit expense account	147.92	1,787.27
		$5,862.73
Plus interest to September 30, 1965		$ 120.20
		$5,982.93
Plus 1965-66 Real Estate Taxes		173.18
Amount of Mortgage Indebtedness.		$6,156.11

William W. Townshend, Jr.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of December, 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 Second Amended Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial Seal.

Notary Public

FILED

1965 DEC 22 PM 4:22

23

LIBER 166 PAGE 404

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WESLEY H. PARKS and WILMA B. PARKS, his wife.	*	NO. 17,475 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * *

PETITION TO CORRECT AUDIT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

William W. Townshend, Jr., Attorney named in Mortgage respectfully states:

1. That the audit in the above proceedings was submitted to this Honorable Court on December 13, 1965.

2. That one of the items in said audit is the payment to Wesley H. Parks and Wilma B. Parks, his wife, the surplus from the sale, namely, the amount of $183.51.

3. That the whereabouts of Wesley H. Parks and Wilma B. Parks, his wife, are unknown.

4. That at the time your Petitioner filed an Amended statement of mortgage claim dated November 23, 1965, he included a deduction for a $950.00 hypothecation held by John E. Graham, Jr. and Della Graham, his wife.

5. That whatever surplus exists from the sale in these proceedings under $950.00 should be paid to John E. Graham, Jr. and Della Graham, his wife, the hypothecators.

6. That the said hypothecation should not have been deducted and your Petitioner therefore submits herewith a second amended statement of mortgage claim with the $950.00 hypothecation deleted.

7. That the surplus shown in the audit for Wesley H. Parks and Wilma B. Parks, his wife, should be awarded to Loyola Federal Savings and Loan Association and a deficiency of $766.49 noted. That Loyola Federal Savings and Loan Association will then be in a

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position to forward the $183.51 to the hypothecators, namely, John E. Graham, Jr. and Della Graham, his wife.

NOW, THEREFORE, the Petitioner prays this Honorable Court to pass an Order:

a. To direct your Petitioner as attorney named in the mortgage to pay unto the said Loyola Federal Savings and Loan Association the sum of $183.51 and note a deficiency of $766.49.

b. To grant such other and further relief as this case may require.

AND, AS IN DUTY BOUND, ETC.

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 December, 1965, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, 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 his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

25

IN THE MATTER OF THE MORTGAGED	*	NO. 17,475 EQUITY
REAL ESTATE OF WESLEY H. PARKS	*	IN THE CIRCUIT COURT
and WILMA B. PARKS, his wife.	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * *

ORDER

Upon the aforegoing Petition, Affidavit and exhibit, it is this 28th day of December, 1965, by the Circuit Court for Anne Arundel County in Equity ORDERED that the attorney named in the mortgage be, and he is, hereby directed to pay unto Loyola Federal Savings and Loan Association, in addition to the sum shown in the audit, namely, $5,283.26, the sum of $183.51 representing the item shown as surplus to Wesley H. Parks and Wilma B. Parks, his wife, said audit being filed in these proceedings.

And it is further ORDERED that the records show that there is a deficiency in the foreclosure sale in the amount of $766.49.

George Sodaro
Judge

FILED
1965 DEC 28 PM 1:29

26

LIBER 166 PAGE 407

In the Matter of the Mortgaged	: No.	17,476 Equity
Real Estate of Oliver J. Baer and	:	In the Circuit Court
Edna L. Baer, his wife	:	for
	:	Anne Arundel County

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

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1965 OCT -4 PM 1:18

307242

LIBER 166 PAGE 408
BOOK 1852 PAGE 211

No. 17,476 Equity

Purchase Money
This Mortgage, Made this 17th day of April, in the year one thousand, nine hundred and sixty-five, between OLIVER J. BAER and EDNA L. BAER, 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 TWELVE THOUSAND FOUR HUNDRED ($12,400.00) 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 EIGHTY-NINE DOLLARS----------($89.00) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments shall be applied by the Mortgagee in the following order: (1) to the payment of interest, and (2) to the payment of the aforesaid principal sum, provided the Mortgagor is not in default on any other payments required under the terms of the Mortgage.

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

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

2C34 32

BEING all that lot or parcel of ground containing 0.31 of an acre, more or less, and as more particularly described by metes and bounds in a Deed to the within-named Mortgagors by Irving G. Jackson and Ann B. Jackson, his wife, of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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LIBER 166 PAGE 409

BOOK 1852 PAGE 212

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

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

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

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

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

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

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

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

WITNESS the hand and seal of the said Mortgagor.

WITNESS:

William W. Townshend, Jr.
WILLIAM W. TOWNSHEND, JR

Oliver J. Baer [SEAL]
Oliver J. Baer

Edna L. Baer [SEAL]
Edna L. Baer

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12 day of April, 1965, before me, the subscriber, a Notary Public, of the State and County aforesaid, personally appeared Oliver J. Baer and Edna L. Baer, his wife, the Mortgagor s named in the aforegoing mortgage, satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. On the same day also appeared WILMER M. JOHNSON, Vice President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

780 William W. Townshend, Jr.
WILLIAM W. TOWNSHEND, JR NOTARY PUBLIC

My commission expires July 1st, 1965.

Rec'd for record Apr. 19 1965 at 3:30 P.M.
Mailed to Townshend & Kirk

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LIBER 166 PAGE 411

In the Matter of the Mortgaged	: No.	17,476	Equity
Real Estate of Oliver J. Baer	:	In the Circuit Court	
and Edna L. Baer, his wife	:	for	
	:	Anne Arundel County	

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Oliver J. Baer and Edna L. Baer, his wife, to Loyola Federal Savings and Loan Association, dated April 15th, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1852, folio 211.		$12,400.00
Less Total Amount paid on account of principal. .	$54.14	
Less-Credit Expense Account	179.74	233.88
		$12,166.12
Plus interest to September 30th, 1965		85.23
Amount of Mortgage Indebtedness		$12,251.35

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of September, 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and he acknowledged the aforegoing Statement of Mortgage Claim to be true and just as herein set forth.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

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LIBER 166 PAGE 412

AFFIDAVIT OF NON-MILITARY SERVICE

No. 17,476 Eq.

In the Matter of the Mortgaged Real Estate of Oliver J. Baer and Edna L. Baer, his wife

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

I hereby certify that, on this 30th day of September, 19 65, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, William W. Townshend, Jr., Attorney named in Mortgage

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

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

Oliver J. Baer and Edna L. Baer, his wife,

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

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 30th day of September, 19 65.

Dorothy P. McNew,

Notary Public.

My Commission will expire on:

July 1st, 1967

Filed,

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No. 17,476 Eq.

LIBER 166 PAGE 413

WILLIAM W. TOWNSHEND, JR., ATTORNEY

TOWNS-WORTH BUILDING, SOUTH ST.

Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Oliver J. Baer and Edna L. Baer, his wife, dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1852, folio 211, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, OCTOBER 26th, 1965

at 11:00 o'clock A.M.

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

BEGINNING for the same at an iron pipe set at the end of the North 68° 30' East, 91.48 ft. line of the conveyance from Leo P. Briand and Lessie Briand, his wife, to Calvin J. Linton and Ethel Linton, his wife, by deed dated September 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 491, folio 380; and running from said beginning point crossing the end of a 12 ft. right of way and with the outline of said conveyance, South 21° 38' East, 128.42 ft. to a pipe; thence continuing South 21° 38' East, 7 ft., more or less, to a new bulkhead on the waters edge of Broadwater Creek; thence with the same, South 69° 32' West, 93 ft., more or less, and North 27° 15' West, 134 ft., more or less, to intersect the southwesterly extension of the above mentioned North 68° 30' East, 91.48 ft. line; thence with said extension, North 68° 30' East, 15 ft., more or less, to a pipe; thence continuing North 68° 30' East, 91.48 ft. to the place of beginning. Containing 0.31 of an acre, more or less, and having use in common of a 12 ft. right of way running from the beginning point of this description to the existing right of way as set forth in the conveyance from Laura E. Rogers to Leo P. Briand and recorded among said Land Records in Liber J.H.H. 313, folio 456, and as described by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in April, 1954.

BEING the same property conveyed unto Oliver J. Baer and Edna L. Baer, his wife, by Irving G. Jackson and Ann B. Jackson, his wife, by deed dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1852, folio 209.

Above property improved by a one story, frame dwelling with modern conveniences.

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TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette: September 30th, October 7th, 14th and 21st, 1965.

Please send twenty-five handbills.

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The Pennsylvania Insurance Company

A STOCK COMPANY

LIBER 13 PAGE 284
No. 17,476 Eq.

LIBER 166 PAGE 415

BOND NO. 53 32 71

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., of South Street, Annapolis, Maryland, as Principal, and THE PENNSYLVANIA INSURANCE COMPANY, corporation of the Commonwealth of Pennsylvania authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in full and just sum of THIRTEEN THOUSAND TWO HUNDRED AND NO/100 - - - - - - - - - - - - - - - ($ 13,200.00- - -) - 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 18th day of October, 1965.

WHEREAS, By virtue of a power of sale contained in a Mortgage from Oliver J. Baer and Edna L. Baer, his wife, to the Loyola Federal Savings and Loan Association, bearing date on or about the 15th day of April, 1965, and recorded among the Land Records of Anne Arundel County, in Liber L.N.P. 1852, Folio 211, the said William W. Townshend, Jr., as Attorney Named in Mortgage, is authorized and empowered to make sale of the property described in said Mortgage, in case default should occur in the principal debt secured by said Mortgage, or of the interest thereon the whole or in part; and

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

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

WITNESS AS TO PRINCIPAL:

Dorothy P. McNew

William W. Townshend, Jr. (SEAL)

Witness as to Surety:

Donald C Bloom

THE PENNSYLVANIA INSURANCE COMPANY

James F. Cook
Attorney in fact

Bond approved this 20th day of October, 1965

Louis N. Phipps, Clerk

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ROBERT H. CAMPBELL - - - - Auctioneer

LIBER 166 PAGE 416

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

ATTORNEY'S SALE

Of Valuable Improved Fee Simple Real Estate

Under and by virtue of power of sale contained in a mortgage from Oliver J. Baer and Edna L. Baer, his wife, dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1852, folio 211, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, OCTOBER 26th, 1965

AT 11:00 O'CLOCK A.M.

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

BEGINNING for the same at an iron pipe set at the end of the North 68°30' East, 91.48 ft. line of the conveyance from Leo P. Briand and Lessie Briand, his wife, to Calvin J. Linton and Ethel Linton, his wife, by deed dated September 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 491, folio 380; and running from said beginning point crossing the end of a 12 ft. right of way and with the outline of said conveyance, South 21°38' East, 128.42 ft. to a pipe; thence continuing South 21°38' East, 7 ft., more or less, to a new bulkhead on the water's edge of Broadwater Creek; thence with the same, South 69°32' West, 93 ft., more or less, and North 27°15' West, 134 ft., more or less, to intersect the southwesterly extension of the above mentioned North 68°30' East, 91.48 ft. line; thence with said extension, North 68°30' East, 15 ft. more or less, to a pipe; thence continuing North 68°30' East, 91.48 ft. to the place of beginning. Containing 0.31 of an acre, more or less, and having use in common of a 12 ft. right of way running from the beginning point of this description to the existing right of way as set forth in the conveyance from Laura E. Rogers to Leo P. Briand and recorded among said Land Records in Liber J.H.H. 313, folio 456, and as described by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors in April, 1954.

BEING the same property conveyed unto Oliver J. Baer and Edna L. Baer, his wife, by Irving G. Jackson and Ann B. Jackson, his wife, by deed dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1852, folio 209.

Above property improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

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LIBER 166 PAGE 418

Annapolis, Maryland
October 26th, 1965

I HEREBY CERTIFY, that I have this 26th day of October 1965, sold the property described on the reverse hereof unto Richard K. Leisner and George A. Hanson, as tenants in common,
at and for the sum of THIRTEEN THOUSAND TWO HUNDRED FIFTY ONE DOLLARS ($13,251.00)
being then and there the highest bidder(s) therefor.

Robert H. Campbell, Auctioneer

I/we hereby certify that I/we have this 26th day of October 1965, purchased from William W. Townshend, Jr., Attorney, the property described on the reverse hereof at and for the sum of THIRTEEN THOUSAND TWO HUNDRED FIFTY ONE DOLLARS----------($13,251.00)
and I/we hereby agree to comply with the terms of sale.

Richard K. Leisner

George A. Hanson

//

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LIBER 166 PAGE 419

In the Matter of the Mortgaged	: No.	Equity
Real Estate of Oliver J. Baer	:	In the Circuit Court
and Edna L. Baer, his wife	:	for
	:	Anne Arundel County
	:	

AFFIDAVIT OF PURCHASER(S)

I/we hereby certify that on this 26th day of October 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared Richard K. Leisner and George A. Hanson, the purchaser(s) of the property in the above entitled cause, and made oath in due form of law that: (1) they were ~~was~~ not acting as an agent for anyone; (2) there are no other persons or corporations interested in the purchase as principals; and (3) they had not directly or indirectly discouraged anyone from bidding for the said property.

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

WITNESS:

William W. Townshend, Jr.

Richard K. Leisner (SEAL)

George A. Hanson (SEAL)

WITNESS my hand and Notarial seal.

William W. Townshend, Jr. Notary Public

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LIBER 166 PAGE 420

In the Matter of the Mortgaged	: No.	17,476 Equity
Real Estate of Oliver J. Baer	:	In the Circuit Court
and Edna L. Baer, his wife	:	for
	:	Anne Arundel County
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of a power of sale contained in a mortgage from Oliver J. Baer and Edna L. Baer, his wife, dated April 15th, 1965, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1852, folio 211, said William W. Townshend, Jr., Attorney named in aforesaid mortgage, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given the notice of the time, place, manner and terms of sale by advertisement in The Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage at public auction on the premises on Tuesday, October 26th, 1965, at 11:00 A.M., and then and there sold the said property to Richard K. Leisner and George A. Hanson, tenants in common, at and for the sum of THIRTEEN THOUSAND TWO HUNDRED FIFTY ONE DOLLARS ($13,251.00), being at that figure the highest bidders therefor, said property described as follows:

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

BEGINNING for the same at an iron pipe set at the end of the North 68° 30' East, 91.48 ft. line of the conveyance from Leo P. Briand and Lessie Briand, his wife, to Calvin J. Linton and Ethel Linton, his wife, by deed dated September 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 491, folio 380; and running from said beginning point crossing the end of a 12 ft. right of way and with the outline of said conveyance, South 21° 38' East, 128.42 ft. to a pipe; thence continuing South 21° 38' East, 7 ft., more or less, to a new bulkhead on the waters edge of Broadwater Creek; thence with the same, South 69° 32' West, 93 ft., more or less, and North 27° 15' West, 134 ft., more or less, to intersect the southwesterly extension of the above

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mentioned North 68° 30' East, 91.48 ft. line; thence with said extension, North 68° 30' East, 15 ft., more or less, to a pipe; thence continuing North 68° 30' East, 91.48 ft. to the place of beginning. Containing 0.31 of an acre, more or less, and having use in common of a 12 ft. right of way running from the beginning point of this description to the existing right of way as set forth in the conveyance from Laura E. Rogers to Leo P. Briand and recorded among said Land Records in Liber J.H.H. 313, folio 456, and as described by J. R. McCrone, Jr., Registered Professional Engineers and Land Surveyors, in April, 1954.

BEING the same property conveyed unto Oliver J. Baer and Edna L. Baer, his wife, by Irving G. Jackson and Ann B. Jackson, his wife, by deed dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1852, folio 209.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 26th day of October 1965, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Dorothy P. McNew, Notary Public

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ORDER NISI

LIBER 166 PAGE 422

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF OLIVER J. BAER
AND EDNA L. BAER, HIS WIFE
~~XXETXUSX~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 17,476 Equity

Ordered, this 29th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $13,251.00

Louis N. Phipps Clerk.

True Copy,

Wm. W. Townshend, Jr., Atty.

TEST: Clerk.
FOR: MARYLAND GAZETTE Nov. 4th Edition

(Final Order)

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF OLIVER J. BAER
AND EDNA L. BAER, HIS WIFE
~~XXETXUSX~~

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of December, 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 DEC -8 AM 9:10

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WILLIAM W. TOWNSEND, JR., ATTORNEY
TOWNS-WORTH BUILDING
SOUTH ST.
Annapolis, Maryland

Attorney's Sale

OF VALUABLE IMPROVED FEE SIMPLE REAL ESTATE

Under and by virtue of power of sale contained in a mortgage from Oliver J. Baer and Edna L. Baer, his wife, dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1852, folio 211, default having occurred thereunder, the undersigned Attorney will offer at public auction, on the premises, on

TUESDAY, OCTOBER 26th, 1965 at 11:00 o'clock A.M.

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

BEGINNING for the same at an iron pipe set at the end of the North 68 degree 30' East, 91.48 ft. line of the conveyance from Leo P. Briand and Lessie Briand, his wife, to Calvin J. Linton and Ethel Linton, his wife, by deed dated September 20, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 491, folio 380; and running from said beginning point crossing the end of a 12 ft. right of way and with the outline of said conveyance, South 21 degrees 38' East, 128.42 ft. to a pipe; thence continuing South 21 degrees 38' East, 7 ft., more of less, to a new bulkhead on the waters edge of Broadwater Creek; thence with the same, South 69 degrees 32' West, 93 ft., more or less, and North 27 degrees 15' West, 134 ft., more or less, to intersect the southwesterly extension of the above mentioned North 68 degrees 30' East, 91.48 ft. line; thence with said extension, North 68 degrees 30' East, 15 ft., more or less, to a pipe; thence continuing North 68 degrees 30' East, 91.48 ft. to the place of beginning. Containing 0.31 of an acre, more or less, and having use in common of a 12 ft. right of way running from the beginning point of this description to the existing right of way as set forth in the conveyance from Laura E. Rogers to Leo P. Briand and recorded among said Land Records in Liber J.H.H. 313, folio 456, and as described by J. R. McCrone, Jr., Registered Professional veyors in April, 1954.

17 No.

LIBER 166 PAGE 423

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed

Attorney's Sale

17, 476 Eq

Oliver J. Baer

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 October, 1965. The first insertion being made the 30th day of September, 1965.

FILED

1965 NOV -3 PM 1:56

THE CAPITAL-GAZETTE PRESS, INC.

By H. Leighton

BEING the same property conveyed unto Oliver J. Baer and Edna L. Baer, his wife, by Irving G. Jackson and Ann B. Jackson, his wife, by deed dated April 15th, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1852, folio 209.

Above property improved by a one story, frame dwelling with modern conveniences.

TERMS OF SALE: A cash deposit will be required of $1,500.00 of the purchaser or purchasers at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, Jr.
Attorney
Towns-Worth Building,
South Street
Annapolis, Maryland
ROBERT H. CAMPBELL,
Auctioneer O-21

Order Nisi

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
—NO. 17,476 EQUITY

In the Matter of the Mortaged Real Estate of OLIVER J. BAER and EDNA L. BAER, his wife

Ordered, this 29th day of October, 1965, That the sale of the property in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $13,251.00

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
N-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 425

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1965

We hereby certify, that the annexed

Order Nisi Sale
Eq. 17,476
Oliver J. Baer

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

THE CAPITAL-GAZETTE PRESS, INC.

By

FILED
1965 NOV 26 PM 2:00

18 No. M. G. 8114

LIBER 166 PAGE 426

In the Case of

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
OLIVER J. BAER and EDNA L. BAER, his wife,

VS.

In the

Circuit Court

For

Anne Arundel County

No. 17,476 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.

December 13, 1965

John H. Hopkins, IV, Auditor.

FILED
1965 DEC 13 AM 11:03

FINAL ORDER

ORDERED BY THE COURT, this 29th 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: Constance B. Tolbert, deputy

FILED
1965 DEC 29 AM 8:47

19

Dr. IN THE MATTER OF THE MORTGAGED REAL ESTATE OF OLIVER J. BAER and EDNA L. BAER, his wife, LIBER 166 PAGE 427

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

					Cr.	
1965, October 26,						
Proceeds of Sale	13,251	00				
Interest on deferred payment of $11,751.00 from 10/26/65 to 12/10/65 @ 6%	88	20	13,339	20		
					13,339	20
To Attorney for fee, viz:	100	00				
To Attorney for commissions, viz:	430	17	530	17		
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	112	00				
Capital-Gazette Press - Order nisi, sale	15	00				
Speer Publications - handbills	18	03				
Robert H. Campbell - auctioneer's fee	45	00				
Pennsylvania Insurance Co. - bond premium	52	80				
One-half cost documentary stamps	22	28				
1965 taxes adj. 7/1/65 to 10/26/65 (204.22)	65	82				
Dorothy P. McNew - notary fees	1	50	332	43		
To Loyola Federal Savings and Loan Assn. Mortgage claim in full as filed	12,251	35				
This balance on account of interest on principal balance of $12,122.12 from 9/30/65 to 12/29/65 - 90 days @ 6% (180.30)	152	25	12,403	60		
					13,339	20

LIBER 166 PAGE 428

GEORGE C. BAST, JR.,	:	
ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT
vs.	:	OF ANNE ARUNDEL COUNTY.
JOHN ALBERT THOMAS AND	:	
WILMA F. THOMAS, HIS WIFE.	:	IN EQUITY

No. 17,296 Equity

MR. CLERK:

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

George C. Bast

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

FILED
1965 JUN 29 AM 9:17

1044

VA Form VB4-6318 (Home Loan) Aug. 1958. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

LIBER 1603 PAGE 271

MARYLAND

LIBER 166 PAGE 429

No. 17,294

MORTGAGE

THIS MORTGAGE, made this 11th. day of October, A. D. 19 62, by and between

JOHN ALBERT THOMAS and WILMA F. THOMAS, 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 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 Thirteen thousand two hundred ninety - - - - - - - - - - - - - -Dollars ($13,290.00- -); being part of the purchase money for the property hereinafter described, with interest from date at the rate of five & one-quarter per centum (5¼ %) per annum until paid, principal and interest being payable at the office of Bradford Federal Savings and Loan Association - - - - - - - - , in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of - - - - - - - - - - Seventy three dollars and forty cents. ~~Dollars~~ ($ 73.40), commencing on the first day of December, 19 62, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 19 92. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

KNOWN AND DESIGNATED as Lot No. 8 in Block "A" on Plat of Section 1, North Wellham, which said plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 25. The improvements thereon being known as No. 803 Wellham Avenue.

Subject to poles agreement in Liber G.T.C. No. 1186 folio 279.

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 Jaycee Developers, Inc. unto the within named mortgagors.

PETITIONER'S EXHIBIT NO. 1.

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

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1965 JUN 29 AM 9:18

10—49590-8

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:

Ann K. Rahll

Ann K. Rahll

21805

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Herbert F. Norris

Herbert F. Norris, President

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

1603 PAGE 272

TO HAVE AND TO HOLD the above deseribed property and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come, and unexpired therein, with the benefits of renewal forever, subject to the payment of the annual rent of $120.00 payable in equal installments half yearly on the 16th day of April and October in each and every year.

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

16—49890-6

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 30 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM I. NORRIS, 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 One hundred thirty 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:

Ann K. Rahll .... John Albert Thomas [Seal]
Ann K. Rahll — JOHN ALBERT THOMAS

.... [SEAL]

Wilma F. Thomas [SEAL]
WILMA F. THOMAS

.... [SEAL]

STATE OF MARYLAND, Baltimore City to wit: BOOK 1603 PAGE 275

I HEREBY CERTIFY, That on this 11th. day of October, 1962, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife - - - - the above named Mortgagors, and they acknowledged the foregoing mortgage to be their - - - - act.

At the same time also 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

110

Ann K. Rahll
Ann K. Rahll — Notary Public.

Rec'd for record Oct 16 1962 at 9:14 AM.
Mailed to Norris, Bast & Strovel

STATE OF MARYLAND

Mortgage

FROM

JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife

TO

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

REC'D FOR RECORD IN LAND RECORDS OF ANNE ARUNDEL COUNTY JUN 29 PM 2:45 1962 RECORDED IN LIBER LNP No. 1603 FOLIO 274 LOUIS N. PHIPPS CLERK

Received for Record .... o'clock ... M. Same day recorded in Liber ... Folio ... &c., one of the Land Records of ... and examined per ...., Clerk.

Cost of Record, $

NORRIS, BAST & STROVEL
Bradford Federal Building
2600 Block E. Fayette St.
Baltimore 24, Md.

E-118—1M—9-1-61

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE

VS.

JOHN ALBERT THOMAS AND
WILMA F. THOMAS, HIS WIFE

LIBER 166 PAGE 433
IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County
IN EQUITY
No. 12,294 Equity

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from John Albert Thomas and Wilma F. Thomas, his wife,
to Bradford Federal Savings and Loan Association, a body corporate,
dated the 11th day of October, 19 62, and recorded among the Land
Records of ~~Baltimore~~ Anne Arundel County in Liber L.H. P. No. 1603 Folio 271 etc.

Amount of Mortgage Loan		- $13,290.00
Expenses Paid		- 99.10
Interest to June 30th, 1965		- 1,881.47
		$15,270.57
Less Total amount paid by borrowers		- 1,955.52
		$13,315.05
Total paid into House Expense Account	-$1,254.88	
Total paid out of " " "	$1,219.72	35.16
Amount of Mortgage Claim	-	$13,279.89

BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION
BY: Herbert F. Norris
Herbert F. Norris, Pres.

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 the City and for said County 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 9:18

6

LIBER 166 PAGE 434

GEORGE C. BAST, JR.,
ASSIGNEE OF MORTGAGE
Plaintiff

VS.

JOHN ALBERT THOMAS AND
WILMA F. THOMAS, HIS WIFE.
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket No. 23, Folio 97
No. 17,294 Eq.

NON-MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, that on the 23. 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 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, Wilma F. Thomas, is not in the Military Service of the United States of America;

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

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

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

that said Defendant, John Albert Thomas, was in the Military Service of the United States of America at the time of the execution of the Mortgage filed in the above entitled case and is now in the Military Service of the United States of America.

Herbert F. Norris,
Herbert F. Norris, Affiant

Ann K. Rahll
Ann K. Rahll, Notary Public.

ANN K. RAHLL NOTARY PUBLIC BALTIMORE, MD.

FILED
1965 JUN 29 AM 9:18

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LIBER 166 PAGE 435

GEORGE C. BAST, JR.	:	
ASSIGNEE OF MORTGAGE	:	IN THE CIRCUIT COURT
vs.	:	OF ANNE ARUNDEL COUNTY
JOHN ALBERT THOMAS and	:	In Equity No. 17,294
WILMA F. THOMAS, His wife	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George C. Bast, Jr., Assignee of Mortgage, Plaintiff, in this cause, by his Solicitors, Norris and Bast, respectfully represents:

1. That John Albert Thomas and Wilma F. Thomas, his wife, the Defendants herein are now the record title owners of leasehold property situate in Anne Arundel County, known as 803 Wellham Avenue, having purchased said property by deed dated October 11, 1962 from Jaycee Developers, Inc., duly recorded among the Land Records of Anne Arundel County, for the purchase price of $13,290.00 which total purchase price was financed by a purchase money mortgage for $13,290.00, executed, dated and delivered on October 11, 1962 to Bradford Federal Savings and Loan Association and recorded among the Land Records of Anne Arundel County in Liber N.L.P. 1603 folio 271, and filed among the papers in this cause as "Petitioner's Exhibit No. 1."

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 January, 1965 to July, 1965, a period of seven months, representing a total arrearage of $853.51 and the present unpaid principal indebtedness due on said mortgage is $13,338.22.

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 John Albert Thomas, one of the Defendants herein, as an eligible war veteran, and that in connection with said default, the Bradford 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

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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 June 29, 1965 in this Honorable Court, and there has been filed with the Clerk, as "Petitioners Exhibit No. 1" therein, the original mortgage aforementioned.

5. That the said John Albert Thomas, AF 44096499, whose rank is Master Sergeant, is now in the Military Service of the United States Air Force, stationed with 6950th Security Wing, APO, New York 09193, and that John Albert Thomas was in the Military Service of the United States Air Force on October 11, 1962, the date on which, as aforesaid, he executed and delivered the aforementioned mortgage to Bradford Federal Savings and Loan Association, and the said John Albert Thomas 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 Act of 1940, as amended, certified by the direction of the Adjutant General of the Air Force, evidencing said facts is filed with this Petition, as a part hereof, marked "Petitioner's Exhibit No. 2," and there has been filed a Military Affidavit in these proceedings, as required under the aforementioned Act, setting forth the fact that the said John Albert Thomas is in the Military service of the United States.

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.

George C. Bast, Jr., Assignee of Mortgage, Petitioner

Norris and Bast, Solicitors

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 27th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared George C. Bast, Jr., Assignee of 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 her knowledge and belief.

Witness my hand and Notarial Seal.

Mary Virginia Hale, Notary Public.

MARY VIRGINIA HALE NOTARY PUBLIC BALTIMORE CO.

10

CERTIFICATE OF RECORD OF MILITARY SERVIC.

(FOR USE UNDER SOLIDERS' AND SAILORS' CIVIL RELIEF ACT) LIBER 166 PAGE 438

LAST NAME - FIRST NAME - MIDDLE INITIAL								
Thomas, John Albert AF44096499	XX	IS		IS NOT		HAS BEEN		HAS NOT BEEN
	IN THE ACTIVE MILITARY SERVICE OF THE UNITED STATES AIR FORCE							

ENTRANCE ON ACTIVE MILITARY SERVICE DATA

DATE	PLACE	GRADE
4 August 1960	APO San Francisco 96519	Master Sergeant

UNIT TO WHICH ASSIGNED	PLACE OF RESIDENCE
6921st Radio Group, Mobile APO San Francisco 96519	

CURRENT ACTIVE MILITARY SERVICE DATA

ON DUTY STATUS				MONTHLY BASE PAY	*TO BE COMPLETED ONLY IF ABSENT WITHOUT LEAVE OR IN DESERTION*	
	YES		NO		DATE OF AWOL	PLACE OF AWOL
XX						

REMARKS *(Include aliases and approved convictions by court martiol, if any)*

Present Rank Senior Master Sergeant

Present Unit of Assignment & Mailing Address: 6950th Security Wing
APO New York 09193

SEPARATION FROM ACTIVE MILITARY SERVICE DATA

METHOD OF SEPARATION *(Discharged, relieved, death, etc)*	DATE	PLACE

CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENTS ARE CORRECT CONCERNING THE MILITARY SERVICE OF THE ABOVE NAMED INDIVIDUAL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 6D1. 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 WASHINGTON, D. C. OFFICE OF THE CHIEF OF STAFF, OF THE UNITED STATES AIR FORCE THIS 19th DAY OF July, ONE THOUSAND NINE HUNORED AND SIXTY-FIVE.

AFPMDRA-1C 2/js

TO: Mr. George C. Bast, Jr.
Norris and Bast
Bradford Federal Building
6900 York Road
Baltimore, Maryland 21212

VA LH HG 110580 MD

Norman W. Callow
NORMAN W. CALLOW
Military Personnel Records Div
AFPMDRA-1

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1965 JUN 28 AM 9:35

"Petitioners Exhibit #2"

AFHQ FORM MAR 61 **0-403** PREVIOUS EDITIONS OF THIS FORM MAY BE USED.

LIBER 166 PAGE 439

ORDER

It is this 28th day of July, 1965, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that ERNEST J. CHAFFON 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 31st day of AUGUST , 1965, provided a copy of this Petition and Order be served on the Defendants or on their Attorney for the Defendants, on or before the 3rd day of ~~July~~ August, 1965.

George Sachse
Judge

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1965 JUL 28 PM 2:36

12

LIBER 166 PAGE 440

GEORGE C. BAST, JR.,	*	IN THE
ASSIGNEE OF MORTGAGE	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JOHN ALBERT THOMAS and	*	
WILMA F. THOMAS, his wife	*	No. 17,294 Equity

****

PETITION FOR EXTENSION TO TIME

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ernest J. Chaffon, Court appointed Attorney for the above named Defendants, respectfully represents:

1. That your Petitioner was appointed by this Court to represent the Defendants who are in the Military Service of the United States, as is more fully set forth in this Court's Order of July 28, 1965.

2. Your Petitioner has mailed Registered Letters to the above mentioned Defendants apprising them of this proceedings, however, your Petitioner has not received the Return Receipt from one of the Defendants, and therefore, cannot submit his final Report to this Honorable Court.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order in the premises extending the time to show cause an additional 30 days.

AND AS IN DUTY BOUND, ETC.

Ernest J. Chaffon
Court appointed Counsel

I hereby certify that I mailed a copy of the within Petition and Order of Court to George C. Bast, Jr., Norris and Bast, Bradford Federal Building, 6900 York Road, Baltimore, Maryland, 21212, this 7th day of September, 1965.

Ernest J. Chaffon

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1965 SEP -7 AM 8:28

13

LIBER 166 PAGE 441

GEORGE C. BAST, JR.,	*	IN THE
ASSIGNEE OF MORTGAGE	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JOHN ALBERT THOMAS and	*	
WILMA F. THOMAS, his wife	*	No. 17,294 Equity

****

ORDER OF COURT

Upon the aforegoing Petition, it is the 6th day of September, 1965, by the Circuit Court for Anne Arundel County, ORDERED that the date to show cause previously set by this Court in its Order of July 28, 1965, is hereby extended an additional 30 days as prayed in the aforegoing Petition.

George Sachse
JUDGE

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1965 SEP -7 PM 12:02

14

LIBER 166 PAGE 442

GEORGE C. BAST, JR., Assignee of Mortgage	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife	*	No. 17,294 Equity

****

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Ernest J. Chaffon, 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 28th day of July 1965, to represent the said Defendants and that he was served with a copy of the Order so appointing him on the 29th day of July 1965.

2. That immediately thereafter he advised both of the Defendants of these proceedings by registered mail, return receipt requested, a copy of this letter being attached hereto, and that he has received the return receipt of John Albert Thomas, the defendant who is in the Military service, but has not received the receipt of Wilma F. Thomas, the other defendant who is not in the Military Service. The Return receipt is attached hereto as evidence thereof for the aforesaid letter.

3. That neither of the Defendants have answered the aforesaid letter, nor has the said Attorney hand any communication with the said Defendants.

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.

Ernest J. Chaffon
Attorney for Defendants

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1965 SEP 15 AM 11:55

15

I HEREBY CERTIFY that on this 15 day of September, 1965, I mailed a copy of the aforegoing Answer to George C. Bast, Jr., Norris and Bast, Bradford Federal Building, 6900 York Road, Baltimore, Maryland, 21212.

Ernest J. Chaffon

REGISTERED NO. 1.06
Value $ N.V. Spec. del'y fee $
Fee $ .60 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .05 ☐ Airmail
POSTMARK
Postmaster, By R
From Ernest J. Chaffon
711 Evergreen Severn Pk Md
To Mr. Wilma F. Thomas
803 Wellham Ave
Glen Burnie, Md.
POD Form 3806—Oct. 1960 c48—16—70493-5

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)
John A. Thomas
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 23 Aug 65
SHOW WHERE DELIVERED (only if requested)
C55—16—71548-5—F GPO

REGISTERED NO. 1767
Value $ NV Spec. del'y fee $
Fee $ .60 Ret. receipt fee $ .10
Surcharge $ Rest. del'y fee $
Postage $ .05 ☐ Airmail
POSTMARK
Postmaster, By R
From Ernest J. Chaffon
711 Evergreen Rd, Severn Pk, Md.
To M/Sgt. John Albert Thomas
6950th Security Wing
APO New York 09193
POD Form 3806—Oct. 1960 c48—16—70493-5

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)
John A. Thomas
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
DATE DELIVERED 23 Aug 65
SHOW WHERE DELIVERED (only if requested)
C55—16—71548-5—F GPO

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1965 SEP 15 AM 11:55

17

16

647-3500

LIBER 166 PAGE 444

ERNEST J. CHAFFON
ATTORNEY AT LAW
711 EVERGREEN ROAD
SEVERNA PARK, MARYLAND

August 11, 1965

M/Sgt. John Albert Thomas
AF44096499 - U. S. Army
5950th Security Wing
APO New York 09193

Re: 803 Wellham Avenue

Dear Sergeant Thomas:

I have 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 reference property which you and your wife mortgaged to Bradford Federal Savings & Loan Association on October 11, 1962. 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 August 25, 1965. Also, if you have no objection 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,

Ernest J. Chaffon

EJC:t

REGISTERED MAIL
RETURN RECEIPT REQUESTED
Cc: Mrs. Wilma F. Thomas
803 Wellham Avenue
Glen Burnie, Md. 21060

18

LIBER 166 PAGE 445

GEORGE C. BAST, JR.,	*	IN THE
ASSIGNEE OF MORTGAGE	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
JOHN ALBERT THOMAS and	*	
WILMA F. THOMAS, his wife	*	No. 17,294 Equity

****

ORDER

The Defendants, John Albert Thomas and Wilma F. Thomas, his wife, having failed to show cause as required by the Order of this Court, although it appears that a copy was served on Ernest J. Chaffon, 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, and Answer:

It is this 27 day of September, 1965, Ordered and Decreed by the Circuit Court for Anne Arundel County that George C. Bast, Jr., Assignee of Mortgage, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said George C. Bast, Jr., be and he is hereby authorized to exercise the Assignment for the purpose of foreclosure filed in these proceedings.

George Sachse
Judge

APPROVED:

Ernest J. Chaffon,
Attorney for Defendants

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1965 SEP 28 PM 12: 05

19

1M—11-7-56.

LIBER 13 PAGE 280

Know All Men by These Presents:

No. 17,294

LIBER 166 PAGE 446

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 THIRTEEN THOUSAND FIVE HUNDRED AND 00/100 ($13,500.00) 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 7TH day of OCTOBER 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 JOHN ALBERT THOMAS AND WILMA F. THOMAS, HIS WIFE, TO BRADFORD FEDERAL SAVINGS AND LOAN ASSOCIATION

bearing date the 11TH day of OCTOBER nineteen hundred and SIXTY-TWO and recorded among the Mortgage Records of ~~Baltimore~~ ANNE ARUNDEL County in Liber LNP No. 1603 Folio 271 and GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGEE

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, aud 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

Mary Virginia Hale

Carol A. Pisani

GEORGE C. BAST, JR. [SEAL]

INSURANCE COMPANY OF NORTH AMERICA [SEAL]

BY: James S. Kreeger [SEAL]
JAMES S. KREEGER, ATTORNEY-IN-FACT

Bond approved this 11th day of October, 1965

Louis N. Phipps, Clerk

FILED

1965 OCT 11 AM 10:48

E-123—1 M—10-63.

REPORT OF SALE

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife

—IN THE—

CIRCUIT COURT

—FOR—

ANNE ARUNDEL ~~BALTIMORE~~ COUNTY

LIBER 166 PAGE 447

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 Capital Gazette a weekly newspaper, published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Thursday the 28th day of October, 19 65, at 2:30 o'clock, P. M., attend on the premises and then and there sold all that leasehold property known as Lot No. 8 in Block "A" on Plat of Section 1, North Wellham, which said plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 25; the improvements thereon being known as 803 Wellham Ave. Subject to an annual ground rent of $120.00; subject to pole agreement Liber G.T.C. No. 1186 folio 279; subject to covenats, restrictions and agreements of record affecting said property, if any; unto Frankie Wilson & Sons, Inc. at and for the cash sum of $13,000.00; said sale having been made subject to the terms and conditions set forth in the advertisement of 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 1st day of November, 19 65, 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.

FILED

1965 NOV -2 AM 10: 29

Mary Virginia Hale

Mary Virginia Hale- Notary Public

MARY VIRGINIA HALE NOTARY PUBLIC ANNE ARUNDEL CO., MD.

21

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 803 Wellham Ave., Ferndale, Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from John Albert Thomas and Wilma F. Thomas, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 11th day of October, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1603 folio 271 (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, Oct. 28, 1965
At 2:30 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. 8 in Block "A" on Plat of Section 1, North Wellham, which said plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 25.

Subject to an annual ground rent of $120.00.

Subject to pole agreement in Liber G.T.C. No. 1186 folio 279.

Subject to covenants, restrictions and agreements of record affecting said property, if any.

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

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 Arunde 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

O-28

E. J. Newell & Co., Inc.

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

LIBER 166 PAGE 449

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of October, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walton D Wilson, 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, Frankie Wilson & Sons Inc.,) 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.

Frankie Wilson & Sons Inc (SEAL)

Walton D Wilson (SEAL)
Purchaser

Notary Public

25 Annapolis Blvd
Address
Glen Burnie Md.

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1965 NOV -2 AM 10: 29

22

George C. Bast, Jr., Attorney

For: Maryland Gazette
(Nov. 4th Edition)

LIBER 166 PAGE 450

ORDER NISI

GEORGE C. BAST, JR., Assignee of Mortgage

versus

JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,294 Equity

Ordered, this 2nd day of November, 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 6th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $13,000.00

Louis N. Phipps Clerk.

True Copy,

TEST: Clerk.

(Final Order)

GEORGE C. BAST, JR., Assignee of Mortgage

versus

JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of December, 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 Gaither
JUDGE.

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1965 DEC -8 AM 10: 25

23

PRESIDENT
JOHN M. MILLER, JR.

E. T. Neuller 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 166 PAGE 451

October 28, 1965

George C. East, Jr., Assignee
6200 York Road
Baltimore 12, Maryland

A/C Sale of Property - 803 Vellham Avenue
Anne Arundel County, Maryland

Deposit		$750.00
Fee	$35.00	
Advertising	98.89	133.89
By Check		616.11

★ OVER 50 YEARS OF SERVICE ★

NORRIS AND B[illegible]
Solicitors
Bradford Federal Building
6900 York Road
Baltimore, Maryland 21212

Assignee's Sale OF DESIRABLE LEASEHOLD DWELLING PROPERTY

The improvements known as 803 Wellham Ave., Ferndale, Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a mortgage from John Albert Thomas and Wilma F. Thomas, his wife, to the Bradford Federal Savings and Loan Association, a body corporate, dated the 11th day of October, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1603 folio 271 (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, Oct. 28, 1965
At 2:30 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. 8 in Block "A" on Plat of Section 1, North Wellham, which said plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 30 folio 25.

No. 24 Subject to an annual ground rent of $120.00.

Subject to pole agreement in Liber G.T.C. No. 1186 folio 279.

Subject to covenants, restrictions and agreements of record affecting said property, if any.

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

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 10-28

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 452

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 1, 1965

We hereby certify, that the annexed

Assignee's Sale

17, 294 Eq

John Albert 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 28th day of October, 1965. The first insertion being made the 7th day of October, 1965.

THE CAPITAL-GAZETTE PRESS, INC.

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1965 NOV -3 PM 1:56

By H. Talghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,294 Equity

GEORGE C. BAST, JR., Assignee of Mortgage

versus

JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife

Ordered, this 2nd day of November, 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 6th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

The report states that the amount of sale was $13,000.00.

LOUIS N. PHIPPS, Clerk
True Copy, TEST:

LOUIS N. PHIPPS, Clerk
N-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 453

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 25, 1965

We hereby certify, that the annexed Order Nisi - Sale Eq. 17,294 John Albert 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 6th day of December, 1965. The first insertion being made the 4th day of November, 1965.

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1965 NOV 26 PM 2:00

THE CAPITAL-GAZETTE PRESS, INC.

25 No. M. G. 8121

By H. Telghman

LIBER 166 PAGE 454

In the Case of

GEORGE C. BAST, JR., ASSIGNEE OF MORTGAGE

VS.

JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife,

In the

Circuit Court

For

Anne Arundel County

No. 17,294 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.

1966 JAN -4 AM 11:04 FILED

All of which is respectfully submitted.

January 4, 1966

John H. Hopkins, IV Auditor.

FINAL ORDER

ORDERED BY THE COURT, this 20th day of January, 1966, 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

1966 JAN 20 AM 8:44

26

27

Dr. GEORGE C. BAST, JR., Assignee of Mortgage vs. JOHN ALBERT THOMAS and WILMA F. THOMAS, his wife,

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

					Cr.	
1965, October 28,						
Proceeds of Sale	13,000	00				
Interest on deferred payment of $12,250.00 from						
10/28/65 to 12/28/65 @ 6%	122	50	13,122	50		
Refund prepaid expenses, viz:						
1965 A. A. County Sanitary Assess. 10/28/65 to 12/31/65	8	01				
Fire Insurance	23	00	31	01		
					13,153	51
To Assignee for fee, viz:	130	00				
To Assignee for commissions, viz:	423	68	553	68		
To Assignee for Court Costs, viz:						
Plaintiffs solicitors appearance fee	10	00				
Defendants solicitors appearance fee	10	00				
Clerk of Courts - Court costs	31	00				
Wm. R. Huggins - sheriff's fee	2	00				
L.N.Phipps, Clerk - Recording assmt. of mortgage	1	00				
Auditor - stating this account	35	00	89	00		
To Assignee for expenses, viz:						
Capital-Gazette Press - advertising sale	98	89				
Capital-Gazette Press - Order nisi, sale	15	00				
E.T. Newell & Co., Inc. - Auctioneer's fee	35	00				
Insurance Company of North America - bond premium	54	00				
Ernest J. Chaffan-Attys. fee -Court Order 12/20/65	50	00				
1965 Taxes, adj. 7/1/65 to 10/28/65	105	21				
Ground Rent - adj. 10/16/65 to 10/28/65	4	29				
Water Rent bill - 9/15/65	5	94				
Miscellaneous notary fees	2	00	370	33		

To Bradford Federal Savings & Loan Assn. this balance on account of Mortgage claim filed	12,140	50	12,140	50		
					13,153	51
Amount of Mortgage claim filed	13,279	89				
Interest on principal balance of $13,279.89 from 6/30/65 to 1/20/66 - 204 days @ 5¼%	389	73				
	13,669	62				
Credit - amount allowed above	12,140	50				
Balance subject to Decree in Personam	1,529	12				

LIBER 166 PAGE 457

REBECCA L. MESEKE
415 Greenwood Road
Linthicum Heights
Anne Arundel County, Maryland

and

WILLIAM E. MESEKE, JR., her husband
415 Greenwood Road
Linthicum Heights
Anne Arundel County, Maryland

Complainants

vs.

IVA L. REECHEL and
OTTO REECHEL, her husband
613 Beach Drive
Hillsmere Shores
Annapolis, R. F. D.
Anne Arundel County, Maryland

CHARLES WALLACE MORAVEC and
LOLA MORAVEC, his wife
14 South Randall Avenue
Madison, Wisconsin

THOMAS H. PUMPHREY and
LOUISE PUMPHREY, his wife
Millersville, Anne Arundel
County, Maryland

ALEORA MAY BANKNELL and
LOUIS V. BANKNELL, Her husband
5307 May view Avenue
Baltimore 6, Maryland

TELITHA VIRGINIA BACHMAN and
HARRY BACHMAN, her husband
4211 Roland View Avenue
Baltimore 15, Maryland

JESSIE MARIE WHALEY
(formerly Jessie Marie Rice) and
RALPH L. WHALEY, her husband
Queenstown, Maryland

CHARLES THOMAS STOCKSDALE and
JEANETTE STOCKSDALE, his wife
113 West Drew Street
Plant City, Florida

WILLIAM JOHN STOCKSDALE and
IRENE STOCKSDALE his wife,
139 Dorchester Road
Glen Burnie, Anne Arundel County,
Maryland

EDWARD GREEN
Spring Grove State Hospital
Catonsville, Baltimore County,
Maryland

AND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 15,035

FILED

1962 JUN 12 PM 12:07

MARVIN H. ANDERSON, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled IVA L. REECHEL and OTTO L. RE CHEL, her husband, and Others, Complainants, vs. WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife and Another, No. 14.615 Equity
92 Franklin Street
Annapolis, Maryland

Respondents

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Rebecca L. Meseke and William E. Meseke, Jr., her husband, Complainants by Ginsberg & Ginsberg, by Hyman Ginsberg, their Solicitors, respectfully shows:

1. That the Complainants are husband and wife and the husband joins in these proceedings as the property involved herein is fee simple property.

2. That by deed dated the 22nd day of June, 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C., No. 942, Folio 569, Frankie Wilson, Trustee, granted and conveyed unto Rebecca L. Meseke, one of the Complainants, in fee simple all that tract of ground situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, described as follows:

BEGINNING for the same at a stake at the southeast corner of the property formerly owned by Frederick Borkman, and running from thence South 7 degrees west 400 feet to a cedar tree; thence south 61 degrees west 379 feet to intersect the lines of the property owned by Joseph Pigeon; thence with the lines of said property North 1 degree 30 minutes west 126.5 feet; thence north 33 degrees 45 minutes west 66 feet; thence North 64 degrees west 159 feet;; thence North 77 degrees 45 minutes west 113.75 feet; thence North 32 degrees 30 minutes west 165.5 feet to the above-mentioned Borkman property; thence with the lines of said property North 80 degrees 40 minutes east 168.3 feet; thence North 69 degrees 30 minutes east 424 feet; thence South 22 degrees 45 minutes east 90.75 feet; thence North 66 degrees 15 minutes east 173.25 feet to the place of beginning. Containing 5-$\frac{1}{4}$ acres of land.

That a certified copy of said Deed is filed herewith marked "Complainants' Exhibit No. 1" and is prayed to be taken as part hereof.

3. That by Bill of Complaint filed in this Honorable Court Equity No. 14,615, on September 22, 1961, in a cause entitled Iva L. Reechel and Otto L. Reechel, her husband, and Others, Complainants, vs. William John Stocksdale and Irene Stocksdale, his wife, and Another, Respondents., the Respondents, Iva 1. Reechel and Otto Reechel, her husband, Charles Wallace Moravec and Lola Moravec, his wife, Thomas H. Pumphrey and Louise Pumphery, his wife, Aleora May Banknell and Louis V. Banknell, her husband, Telitha Virginia Bachman and Harry Bachman, her husband, Jessie Marie Whaley (formerly Jessie Marie Rice) and Ralph L. Whaley, her husband Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, alleged among other things that Florence Virginia Pumphrey sometimes called Florence V. Pumphery, died in testate in Anne Arundel County in the State of Maryland on or about November 22, 1927, seized and possessed of two tracts or parcels of unimproved real estate in the Fourth Election District of Anne Arundel County in the State of Maryland and set forth a description of each of the said two parcels of land.

That the land described in said Bill of Complaint includes the property mentioned in paragraph two of the present Bill of Complaint which belongs in fee simple to Rebecca L. Meseke, one of the Complainants, and was acquired as herein set forth in said paragraph two.

4. That the said Bill of Complaint filed in this Honorable Court aforesaid No. 14,615 Equity prays for the following relief:

(a). "That a decree may be passed for a sale of all of the right, title, interest, and estate, if any, of the parties to this cause in and to the remainder interest of the said parcel said to contain five and one-quarter acres, subject to the estate therein for and during the natural life of Edward Green, and for the sale of the said tract of ground now said to contain 23.794 acres, more or less, together with all of the right, title, interest, and estate, if any, of the parties to this cause in and to that part of Severn Run Branch and the bed thereof which lies adjoining and immediately to the north and northeast of the said tract of ground now said to contain 23.794 acres, more of less, free of said Federal tax lien and judgement lien.

(b). "That a trustee may be appointed to convey the same to the

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purchaser or purchasers thereof upon ratification of the sale.

(c). "That the proceeds of such sale may be brought into court for distribution under its order in accordance with the respective rights and interests of the parties thereto.

(d). "That your orators and oratrices may have such other and further relief as their case may require."

5. That the Bill of Complaint in Equity No. 14,615 says that Florence Virginia Pumphery left surviving her as only heirs at law her husband, William W. Pumphery, and the following named children and grandchildren:

a. Charles Wallace Moravec, grandson and only son of a deceased daughter, Pearl Moravec, who died intestate in Anne Arundel County on or about October 26, 1918; and the said Charles Wallace Moravec has since married Lola Moravec, both of whom reside at 14 South Randall Avenue, Madison, Wisconsin.

b. William John Stocksdale, grandson and son of a deceased daughter, May Stocksdale, who died intestate in Anne Arundel County on or about December 24, 1919; and the said William John Stocksdale has since married Irene Stocksdale, both of whom reside at 139 Dorchester Road, Glen Burnie, Anne Arundel County, Maryland.

c. Telitha Virginia Bachman, granddaughter and a daughter of the said May Stocksdale, deceased, and the said Telitha Virginia Bachman has since married Harry Bachman, both of whom reside at 4211 Roland View Avenue, Baltimore,15, Maryland.

d. Aleora May Banknell, granddaughter and a daughter of the said May Stocksdale, deceased; and the said Aleora May Banknell has since married Louis V. Banknell, both of whom reside at 5307 Mayview Avenue, Baltimore 6, Maryland.

e. Jessie Marie Whaley, (formerly Jessie Marie Rice), grandaughter and a daughter of the said May Stocksdale, deceased; and the said Jessie Marie Whaley is now married to Ralph L. Whaley, both of whom reside at Queenstown, Maryland.

f. Charles Thomas Stocksdale, grandson and a son of the said May Stocksdale, deceased; and the said Charles Thomas Stocksdale has since

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married Jeanette Stocksdale, both of whom reside at 113 West Drew Street, Plant City, Florida.

g. Iva L. Reechel, a daughter of the said Florence Virginia Pumphrey, who has married Otto Reechel, both of whom reside at 613 Beach Drive, Hillsmere Shores, Annapolis, R. F. D., Anne Arundel County, Maryland.

h. Thomas H. Pumphrey, a son of the said Florence Virginia Pumphrey, who has married Louise Pumphrey, both of whom reside at Millersville, Anne Arundel County, Maryland.

6. That the Bill of Complaint in Equity No. 14,615 says that William W. Pumphrey, husband of Florence Virginia Pumphrey, died in Anne Arundel County on or about Augest 15, 1937, and left surviving as his only heirs at law the above named children and grandchildren.

7. That the Bill of Complaint in Equity No. 14,615 in praying for the relief therein set forth which is mentioned in paragraph four of this Bill of Complaint seeks partition sale of two tracts of real estate, one said to contain 5-$\frac{1}{4}$ acres, more or less, and the other 23.794 more or less, respectively. That the tract said to contain 5-$\frac{1}{4}$ acres is the same tract owned in fee simple by Rebecca L. Meseke, one of the Complainants herein.

8. That on the 21st day of March, 1962, this Honorable Court signed a Decree in Equity NO. 14,615 which states:

"This cause standing ready for hearing and being submitted, the Bill, Answers, testimony, and all of the other proceedings were by the Court read and considered.

"It is thereupon th 21st day of March in the year nineteen hundred sixty-two by the undersigned, one of the Judges of this Court, and by authority of this Court, ADJUDGED, ORDERED, and DECREED that the real estate mentioned in these proceedings be sold; and that Marvin H. Anderson be, and he is hereby appointed Trustee to make such 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 with a surety or sureties to be approved by the Clerk of this Court in the penalty of five thousand dollars conditioned for the faithful performance of the trust reposed in him by this

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decree, or which may be reposed in him by any future order or decree in the premises; he shall then proceed to make the said sale, after having first given notice by advertisement of he time, place, and terms of sale in a newspaper published in this county at least once in each of three successive weeks, the first publication to be not less than twenty days prior to the sale and the last such publication to be no more than one week prior to the sale, and such other notice as he may think proper, the terms of which said sale shall be as follows:-

"One-third of the purchase money to be paid in cash on the day of sale and the balance to be paid in cash upon the final ratification of such sale by this Court, or all cash at the time of sale at the option of the purchaser or purchasers, deferred pay-ments to bear interest at the rate of six per centum (6%) per annum from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustee, and if not sold at public sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

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

"And the said Trustee shall bring into this Court the money arising from such sale or sales and the bonds which may be taken for the same to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, attorneys' fees, and such commission to the said Trustee as the Court shall think proper to allow in comsideration of the skill, attention, and fidelity wherewith he shall appear to have discharged this trust."

9. That on June 2, 1962, Rebecca L. Meseke, one of the Complainants herein, received a letter dated June 1, 1962 from Marvin H. Anderson, Esq. in which he says:

"I enclose herewith a copy of a notice of Trustee's Sale by public Auction on Tuesday, June 19, 1962, at 11:00 o'clock A.M. at the Courthouse door, Church Circle, Annapolis, Maryland, of two parcels of ground situate in the Fourth Election District of Anne Arundel County near Benfield.

"As you can probably tell from the description, the second parcel said to contain 5-$\frac{1}{4}$ acres, more or less, is the same parcel of ground for which I understand you have a deed. As I understand the situation, your title derives through a certain tax sale which was conducted by the County Treasurer on November 14, 1933, and the tax sale was conducted in the name of Edward Green. Mr. Green had only a life estate in and to this particular property which he received from Florence V. Pumphrey and husband in 1919. After the tax sale the property was purportedly conveyed in 1935 to James M. Monroe, Trustee of the Estate of Ethel Brice Duvall, and I understand that your title, if any, derives by mesne deeds of record since the purported conveyance to James M. Monroe, Trustee as aforesaid in 1935.

"Florence V. Pumphrey died owning several tracts of real estate in this section of the county, one of which has already been sold, and the balance of her property has been ordered sold in the above mentioned public sale. The Decree of the Circuit Court directed that all of the interest, if any, of the heirs of Florence V. Pumphrey in and to the 5-$\frac{1}{4}$ acre tract also be sold for what it is worth. In the enclosed advertisement, the interest of the Pumphrey heirs in and to the 5-$\frac{1}{4}$ acre parcel has been carefully described so that whoever purchases the same will buy the same subject to the legal operation and effect, if any, upon the title thereof of Mr. Green's life estate and of the tax sale conducted on November 14, 1933. It is to be clearly understood that whoever purchases this particular parcel does so at his or her risk and no warranties or assurances concerning the title thereto are or will be made. The main reason why the interest of the Pumphrey heirs,

if any, in and to this particular parcel is being sold is so that their interest, if any, will be forever cleared and disposed of.

"In the thought that it might improve your title, you along with anyone else who is similarly interested, are invited to bid on the second parcel, as described, and if you are the successful bidder for the second parcel it should materially improve your title to the 5-¼ acre.

"Of course, we must offer the first parcel first separately and then the second parcel first separately, reserve the separate bids and then offer both parcels in an effort to see whether or not more money will be realized by the sale of both parcels together than if they were sold separately.

"Please understand we are merely carrying out the Decree of the Circuit Court for Anne Arundel County, and if you need any further information prior to the sale, we will be happy to furnish you with the same."

That the said letter is filed herewith marked "Complainants' Exhibit No. 2" and is prayed to be taken as part hereof.

That enclosed in said letter was a notice of Trustee's Sale to take place on Tuesday, June 19, 1962, at 11:00 o'clock A.M. of the two tracts of land referred to in the Bill of Complaint in Equity No. 14,615, and the second tract of which, is the same tract mentioned in paragraph two of the present Bill of Complaint as belonging in fee simple to Rebecca L. Meseke, one of the Complainants.

That the said notice of Turstee's Sale is filed herewith marked "Complainants' Exhibit No. 3" and is prayed to be taken as part hereof.

10. That by letter dated June 2, 1962, the Complainant, Rebecca L. Meseke, through Ginsberg & Ginsberg, her Solicitors, wrote to Marvin H. Anderson, Esq. as follows:

"Mrs. Rebecca L. Meseke, 415 Greenwood Road, Linthicum Heights, Anne Arundel County, Maryland, has referred your letter of June 1, 1962 to us.

"She has requested us to inform you that she has a deed, of June 22, 1955, recorded among the Land Records of Anne Arundel County in Liber G. T. C. No. 942, Folio 569, granting and conveying to her the fee simple title to the parcel containing 5-¼ cares referred to in your letter.

"We are informed that your letter was the first notice which she received of the Decree, mentioned in your letter, or the proposed sale."

That as stated in said letter, the Complainants had no notice of the Decree declared in Equity No. 14, 615 nor had they at any time previously any knowledge that the proceeding known as Equity No. 14,615 had been instituted and was pending.

12. That Rebecca L. Meseke, one of the Complainants, is now in actual peaceable possession of the said property.

13. That the Bill of Complaint in Equity No. 14, 615 alleges that the land referred to in paragraph two of this Bill of Complaint was granted for life to Edward Green by Florence V. Pumphrey and William W. Pumphrey, her husband, with the remainder to the heirs and assigns of Florence V. Pumphrey by Deed dated January 26, 1919, and recorded among the land records of Anne Arundel County in Liber W. N. W., No. 10, Folio 170. That a copy of said Deed to Edward Green was filed in Equity No. 14, 615 marked "Complainants' Exhibit No. 1" and a copy of said Exhibit is filed herewith marked "Complainants' Exhibit No. 4".

That the Bill of Complaint in Equity No. 14,615 also states that Edward Green is now a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, and that said property was purportedly sold for nonpayment of state and county real estate taxes levied for the year of 1931 against the same while said property was assessed only in the name of Edward Green at public sale conducted November 14, 1933, by C. Albert Hodges, Treasurer, of Anne Arundel County unto the County Commissioners of Anne Arundel County, who thereafter, together with said Treasurer purported to convey said property in fee simple to James M. Munroe, Trustee of the estate of Ethel Brice Duvall, by Deed dated July 2, 1935, and recorded among the land records of Anne Arundel County in Liber F. A. M., No. 136, Folio 504. That a certified copy of said Deed is filed herewith marked "Complainants' Exhibit No. 5" and is prayed to be taken as part hereof.

That the Bill of Complaint in Equity No. 14,615 further says that the Complainants in that suit areadvised and aver that because of numerous errors and defects in the tax sale proceedings the remainder interest

in said property may now be vested in the heirs of Florence V. Pumphrey.

14. That Rebecca L. Meseke, one of the Complainants beingi in possession, she as owner is denied a remedy law and in accordance with the provisions of Code of Public General Laws of Maryland, 1957 Ed., Article 16, Sec. 128, she is entitled to a decree quieting her title to the tract of land mentioned in paragraph two of this Bill of Complaint.

TO THE END THEREFORE:

a. That a Decree may be passed in accordance with Code of Public General Laws of Maryland, 1957 Ed., Article 16, Sec. 128, quieting or removing the cloud from the title of the Complainant, Rebecca L. Meseke, to the land mentioned in paragraph two in this Bill of Complaint and declaring that the said Complainant has absolute ownership of said land.

b. That the Complainants may have such other and further relief as their case may require.

And as in duty bound, etc.

GINSBERG & GINSBERG

Rebecca L. Meseke
Rebecca L. Meseke

BY Hyman Ginsberg
Hyman Ginsberg
Solicitors for Complainants
914-916 Garrett Building
Baltimore 2, Maryland
Telephone: LExington 9-4750

William E. Meseke, Jr.
William E. Meseke, Jr.

Complainants

LIBER 166 PAGE 467 BER 942 PAGE 569

No Stamps Required - Frankie Wilson

THIS DEED, Made this 22nd day of June, in the year one thousand nine hundred and fifty-five, by Frankie Wilson, Trustee, of Anne Arundel County, State of Maryland, of the first part, GRANTOR, and Rebecca L. Meseke, of the same County and State, of the second part, GRANTEE.

WHEREAS, by deed of even date herewith and recorded, or so intended to be, prior hereto, the GRANTOR herein was conveyed certain property in special trust and confidence, same to be reconveyed as therein set forth;

AND WHEREAS, to accomplish this purpose, this deed is passed.

NOW, THEREFORE, This deed witnesseth that in consideration of the sum of Five Dollars, receipt whereof is hereby acknowledged, the said Frankie Wilson, Trustee, doth grant and convey unto the said Rebecca L. Meseke, his wife, her heirs and assigns, in fee simple, all that tract of ground situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, described as follows:

BEGINNING for the same at a stake at the southeast corner of the property formerly owned by Frederick Borkman, and running from thence South 7 degrees west 400 feet to a cedar tree; thence south 61 degrees west 379 feet to intersect the lines of the property owned by Joseph Pigeon; thence with the lines of said property North 1 degree 30 minutes west 126.5 feet; thence north 33 degrees 45 minutes west 66 feet; thence North 64 degrees west 159 feet; thence North 77 degrees 45 minutes west 113.75 feet; thence North 32 degrees 30 minutes west 165.5 feet to the above-mentioned Borkman property; thence with the lines of said property North 80 degrees 40 minutes east 168.3 feet; thence North 69 degrees 30 minutes east 424 feet; thence South 22 degrees 45 minutes east 90.75 feet; thence North 66 degrees 15 minutes east 173.25 feet to the place of beginning. Containing 5-¼ acres of land.

BEING the same tract of ground which by deed of even date herewith, and recorded, or so intended to be, prior hereto, was conveyed by William E. Meseke, Jr., and Rebecca L. Meseke, his wife, to said Frankie Wilson, Trustee.

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

TO HAVE AND TO HOLD the said tract of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or

1952 JUN 12 PM 12:07

appertaining unto and to the proper use and benefit of the said Rebecca L. Meseke, her heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that she will execute such further assurances as may be requisite.

WITNESS the hand and seal of said GRANTOR:

WITNESS:

Frankie Wilson (SEAL)
Frankie Wilson, Trustee

James B. Meyd
James B. Meyd

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, That on this 22nd day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Frankie Wilson, Trustee, GRANTOR in the foregoing deed, and she acknowledged the same to be her act.

AS WITNESS my hand and Notarial Seal.

James B. Meyd
James B. Meyd, Notary Public.

JAMES B. MEYD NOTARY PUBLIC BALTIMORE CO., MD.

Recorded- 7th July, 1955, at 9:05 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G.T.C. No. 942 folio 569 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 8th day of June A. D., 1962.

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County

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LIBER 166 PAGE 469

ANDERSON & ANDERSON
ATTORNEYS AT LAW
92 FRANKLIN STREET
ANNAPOLIS, MD.

MARVIN I. ANDERSON
MARVIN H. ANDERSON

TELEPHONE
COLONIAL 8-5035

June 1, 1962

Mrs. Rebecca L. Meseke
415 Greenwood Road
Linthicum Heights,
Anne Arundel County, Maryland

Dear Mrs. Meseke:

I enclose herewith copy of a notice of Trustee's Sale by public auction on Tuesday, June 19, 1962, at 11:00 o'clock A.M. at the Courthouse door, Church Circle, Annapolis, Maryland, of two parcels of ground situate in the Fourth Election District of Anne Arundel County near Benfield.

As you can probably tell from the description, the second parcel, said to contain 5¼ acres, more or less, is the same parcel of ground for which I understand you have a deed. As I understand the situation, your title derives through a certain tax sale which was conducted by the County Treasurer on November 14, 1933, and the tax sale was conducted in the name of Edward Green. Mr. Green had only a life estate in and to this particular property which he received from Florence V. Pumphrey and husband in 1919. After the tax sale the property was purportedly conveyed in 1935 to James M. Monroe, Trustee of the Estate of Ethel Brice Duvall, and I understand that your title, if any, derives by mesne deeds of record since the purported conveyance to James M. Monroe, Trustee as aforesaid in 1935.

Florence V. Pumphrey died owning several tracts of real estate in this section of the county, one of which has already been sold, and the balance of her property has been ordered sold in the above mentioned public sale. The Decree of the Circuit Court directed that all of the interest, if any, of the heirs of Florence V. Pumphrey in and to the 5¼ acre tract also be sold for what it is worth. In the enclosed advertisement, the interest of the Pumphrey heirs in and to the 5¼ acre parcel has been carefully described so that whoever purchases the same will buy the same subject to the legal operation and effect, if any, upon the title thereof of Mr. Green's life estate and of the tax sale conducted on November 14, 1933. It is to be clearly understood that whoever purchases this particular parcel does so at his or her risk and no warranties or assurances concerning the title thereto are or will be made. The main reason why the interest of the Pumphrey heirs, if any, in and to this particular

1962 JUN 12 PM 12:07

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parcel is being sold is so that ~~the~~ their interest, if any, will be forever cleared and disposed of.

In the thought that it might improve your title, you, along with anyone else who is similarly interested, are invited to bid on the second parcel, as described, and if you are the successful bidder for the second parcel it should materially improve your title to the 5¼ acre.

Of course, we must offer the first parcel first separately and then the second parcel first separately, reserve the separate bids and then offer both parcels in an effort to see whether or not more money will be realized by the sale of both parcels together then if they were sold separately.

Please understand we are merely carrying out the Decree of the Circuit Court for Anne Arundel County, and if you need any further information prior to the sale, we will be happy to furnish you with the same.

Yours very truly,

Marvin H. Anderson

Marvin H. Anderson

Enclosure

MHA/kd

14

SON & AN
ranklin Street
apolis, Maryland

Mrs. Rebecca L. Meseke
415 Greenwood Road
Linthicum Heights,
Anne Arundel County, Maryland

LIBER 166 PAGE 471

"Complainants
Exhibit No. 2"

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

LIBER 166 PAGE 472

TRUSTEE'S SALE

OF VALUABLE FEE-SIMPLE PROPERTY IN FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND NEAR BENFIELD

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, in equity, passed in a cause in said Court pending wherein Iva L. Reechel and husband and others are complainants and William John Stocksdale and wife and another are respondents, entitled No. 14,615 Equity, the undersigned Trustee will sell at public sale to the highest bidder or bidders at the Court House Door, Church Circle, at Annapolis, Maryland, on

TUESDAY, JUNE 19, 1962

AT 11:00 O'CLOCK A. M.

FIRST: All that tract of unimproved ground now said to contain 23.794 acres, more or less, (exclusive of the area occupied by that part of Severn Run Branch and the bed thereof which lies adjoining and immediately to the north and northeast thereof), as surveyed and described in July, 1961, by Edward Hall, III, surveyor, fronting on the westernmost right-of-way line of the southbound lane of the Crain Highway (Md. State Route No. 3), near Benfield, consisting of part of the southernmost slope of Severn Run Hill, and being the parcel of ground secondly referred to in the Bill of Complaint Filed in Equity Cause No. 14,615 now pending, as aforesaid, the plat and metes and bounds description of which, as surveyed by Edward Hall, III, as aforesaid, were filed in said equity cause as exhibits with the testimony taken in said equity cause. Included in said sale will be all of the right, title, interest, and estate, if any, of the parties to said equity cause in and to that part of Severn Run Branch and the bed thereof which lies adjoining and immediately to the north and northeast of the said tract of ground now said to contain 23.794 acres, more or less, as aforesaid.

SECOND: All of the right, title interest, and estate, if any, of the parties to said equity cause in and to that parcel of ground and the improvements thereon, together with its appurtenances, which is more particularly described by metes and bounds in the deed dated January 26, 1919, from Florence V. Pumphrey and husband to Edward Green recorded among the land records of Anne Arundel County in Liber W. N. W. No. 10, folio 170, and in said deed said to contain 5 1/4 acres of land, more or less, situate near Benfield, off of the west side of the South bound lane of Crain Highway (Md. Route No. 3). This second parcel of ground will be sold subject to the legal operation and effect, if any, upon the title thereof of the life estate therein of Edward Green and of the tax sale proceedings conducted on November 14, 1933, by the County Treasurer pursuant to which said property was purportedly conveyed by C. Albert Hodges, Treasurer, and another, to James M. Monroe, Trustee of the Estate of Ethel Brice Duvall, by deed dated July 2, 1935, and recorded among the aforesaid land records in Liber F. A. M. No. 136, folio 504, and no warranties or assurances concerning the title to said second parcel of ground are or will be made.

MANNER OF SALE: The properties will first be offered as follows:

Parcel No. 1, consisting of the tract of unimproved ground now said to contain 23.794 acres, more or less, as hereinbefore described, will be offered first as an entirety.

Parcel No. 2; consisting of all of the right, title, interest, and estate, if any, of the parties to the aforesaid equity cause, in and to the lot of ground said to contain 5 1/4 acres, more or less, as hereinbefore described will then be offered as an entirety.

After the above parcels have been offered in the manner and order described above, the bids thereon will be reserved, and thereupon, both of the two said parcels, as herein before described, will be offered as an entirety.

The two properties will be sold in the manner producing the greatest gross total sales price.

TERMS OF SALE: One-third of the purchase money in cash or by certified check will be required of the purchaser or purchasers at the time of sale, the balance in cash upon ratification of the sale or respective sales by the Circuit Court for Anne Arundel County, or all cash at the time of sale, the unpaid purchase money to bear interest from the date of sale to the date of settlement at the rate of six per centum (6%) per annum. The Trustee reserves the right to reject any or all bids and to withdraw either or both of the properties from said sale. Taxes and public charges to be adjusted to the date of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN H. ANDERSON
Trustee

"COMPLAINANTS' EXHIBIT NO. 3"

LIBER 166 PAGE 475

LIBER 120 PAGE 400

Ex 1 deed to W. W. Pumphrey Jan 20 1920

This Deed, made this 26th day of January, in the year nineteen hundred and nineteen, by Florence V. Pumphrey and William W. Pumphrey, her husband, of Anne Arundel County, and the State of Maryland.

Witnesseth: That in consideration of Five Dollars and other good and valuable considerations, the said Florence V. Pumphrey and William W. Pumphrey, her husband, do grant and convey unto Edward Green for the period of his natural life,

all that lot of ground situate in Anne Arundel County that is described as follows:-

Beginning for the same at a stake at the southeast corner of the property formerly owned by Frederick Borkman, and running from thence, South seven degrees West four hundred feet to a cedar tree; thence South, sixty-one degrees West three hundred and seventy-nine feet to intersect the lines of the property owned by Joseph Pigeon; thence with the lines of said property, North, one degree thirty minutes West one hundred and twenty-six and five-tenths feet; thence North, thirty-three degrees forty-five minutes West sixty-six feet; thence North, sixty-four degrees West one hundred and fifty-nine feet; thence North, seventy-seven degrees forty-five minutes West one hundred and thirteen and seventy-five hundredths feet; thence North, thirty-two degrees thirty minutes West one hundred and sixty-five and five-tenths feet to the above mentioned Borkman property; thence with the lines of said property, North, eighty degrees forty minutes East one hundred and sixty-eight and three-tenths feet; thence North, sixty-nine degrees thirty minutes East four hundred and twenty-four feet; thence South, twenty-two degrees forty-five minutes East ninety and seventy-five hundredths feet; thence North, sixty-six degrees fifteen minutes East one hundred and seventy-three and twenty-five hundredths feet to the place of beginning. Containing five and one-quarter acres of land, more or less.

Being a part of the property that is described in a Deed from Charles W. Green and others to Florence V. Pumphrey, bearing date November 28th, 1916, and is recorded among the Land Records

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32 JUN 12 PM 12:07

Complainants' Exhibit No. 1

Examiner's Exh. 2

E/Clearing, Exa.

of Anne Arundel County in Liber G. W. No. 126, folio 307 etc. LIBER 166 PAGE 476

Together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same be longing, or anywise appertaining.

To Have And To Hold the said lot of ground and premises; above described and mentioned, and hereby intended to be conveyed: together with the rights, privilegee, appurtenanoes and advantagee, thereto belonging or appertaining unto and to the proper use and benefit of the said Edward Green for the period of his natural life, the remainder to the heirs and assigns of the said Florence V. Pumphrey.

And the said Grantors hereby covenant that they will warrant specially the property hereby granted; and conveyed; and that they will execute such further assuranoes of said land as may be requisite.

Witness the hands and seals of said grantors:-

Test: E. F. Joyce

Florence V. Pumphrey, (Seal)

William W. Pumphrey, (Seal)

State of Maryland, Anne Arundel County, To Wit:-

I Hereby Certify, that on this 26th day of January, in the year nineteen hundred and nineteen, before me, the subscriber, a Justice of the Peace of the State and County aforesaid, personally appeared Florence V. Pumphrey and William W. Pumphrey, her husband, the within named Grantors, and severally acknowledged the foregoing Deed to be their respective act.

E. F. Joyce,
Justice of the Peace.

Recorded 1st. April, 1919.

THIS DEED, Made this 2nd day of July, 1935, by and between C. Albert Hodges, late Treasurer of Anne Arundel County, party of the first part, and the County Commissioners of Anne Arundel County, a body corporate, party of the second part, Grantors, and James M. Munroe, Trustee of the Estate of Ethel Brice Duvall, party of the second part, all of Anne Arundel County, State of Maryland.

WHEREAS, default having been made in the payment of State, County and School taxes dueand owing on the property hereinafter mentioned for the year nineteen hundred and thirty, and assessed to Edward Green, and the said C. Albert Hodges, late County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 14th day of November, 1933, the said C. Albert Hodges, late County Treasurer, as aforesaid, sold said property hereinafter described, at public sale to the County Commissioners of Anne Arundel County at and for the sum of Sixty-three dollars ($63.00), it being the highest bidder therefor:

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel and the proceedings having been found regular and the provisions of the law complied with, and Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 15th day of June, 1935, and the said C. Albert Hodges, late County Treasurer, is authorized by law to execute this deed.

AND WHEREAS, the County Commissioners of Anne Arundel County, purchaser as aforesaid, has sold all of its right, title and interest in said property unto the said party of the third part and joins in this deed for the purpose of conveying all of its right, title and interest in said property to the said party of the third part.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Five dollars ($5.00) and other good and valuable considerations paid by the said party of the third part to the said parties of the first part and second part, the receipt whereof is hereby acknowledged the said C. Albert Hodges, late County Treasurer, and the said County Commissioners of Anne Arundel County, a body corporate, do hereby grant and convey unto the said James M. Munroe, Trustee of the

Estate of Ethel Brice Duvall, his successors and assigns,in fee simple, all that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a stake at the Southeast corner of the property formerly owned by Frederick Borkman and running from thence South 7 degrees West 400 feet to a cedar tree, thence South 61 degrees West 379 feet to intersect the lines of the property owned by Joseph Pigeon, thence with the lines of said property north 1 degree 30 minutes West 126.5 feet, thence north 33 degrees 45 minutes West 66 feet, thence north 64 degrees West 159 feet, thence north 77 degrees 45 minutes West 113.75 feet, thence north 32 degrees 30 minutes west 165.5 feet to the above mentioned Borkman property, thence with the lines of said property north 80 degrees 40 minutes East 168.3 feet, thence north 69 degrees 30 minutes East 424 feet, thence South 22 degrees 45 minutes East 90.75 feet, thence north 36 degrees 15 minutes East 173.25 feet to the place of beginning. Containing five and one-quarter (5-1/4) acres of land, more or less.

BEING the same property conveyed to Edward Green by Florence V. Pumphrey and Wm. W. Pumphrey, her husband, by deed dated January 26, 1919 and recorded in the Land Records of Anne Arundel County in Liber W.N.W. 10, folio 170.

TOGETHER with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto and to the proper use and benefit of the said James M. Munroe, Trustee of the Estate of Ethel Brice Duvall, his successors and assigns, in fee simple.

WITNESS the hand and seal of C. Albert Hodges, late County Treasurer of Anne Arundel County, and the signature of Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and its corporate seal duly affixed and attested by its Clerk.

Test;
Lucy F. Loskosky
Attest
R. Harry Arnold
Clerk (CORPORATE SEAL)

C. Albert Hodges (SEAL)
Late County Treasurer of Anne Arundel County.
County Commissioners of Anne Arundel County
a body corporate
By Thomas J. Cullimore
President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of July, 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County, and Thomas J. Cullimore, President of County Commissioners of Anne Arundel County, and each duly acknowledged theaforegoing instrument to be their act and deed.

WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

Lucy F. Loskosky
Notary Public

Recorded-6th-July-1935-at-3:30-A.M.

LIBER 166 PAGE 479

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing....DEED.....is truly taken and copied from Liber F. A. M..... No. 136..... folio 504..... 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...5TH...day of...JUNE..... A.D. 1962

George T. Cromwell
Clerk of the Circuit Court for Anne Arundel County CS

20 COMPLAINANT'S EXHIBIT No 5

LIBER 166 PAGE 480

REBECCA L. MESEKE
415 Greenwood Road
Linthicum Heights
Anne Arundel County, Maryland

and

WILLIAM E. MESEKE, JR., her husband
415 Greenwood Road
Linthicum Heights
Anne Arundel County, Maryland

Complainants

vs.

IVA L. REECHEL and
OTTO REECHEL, her husband
613 Beach Drive
Hillsmere Shores
Annapolis, R. F. D.
Anne Arundel County, Maryland

CHARLES WALLACE MORAVEC and
LOLA MORAVEC, his wife
14 South Randall Avenue
Madison, Wisconsin

THOMAS H. PUMPHREY and
LOUISE PUMPHREY, his wife
Millersville, Anne Arundel
County, Maryland

ALEORA MAY BANKNELL and
LOUIS V. BANKNELL, her husband
5307 Mayview Avenue
Baltimore 6, Maryland

TELITHA VIRGINIA BACHMAN and
HARRY BACHMAN, her husband
4211 Roland View Avenue
Baltimore 15, Maryland

JESSIE MARIE WHALEY
(formerly Jessie Marie Rice) and
RALPH L. WHALEY her husband
Queenstown, Maryland

CHARLES THOMAS STOCKSDALE and
JEANETTE STOCKSDALE, his wife
113 West Drew Street
Plant City, Florida

WILLIAM JOHN STOCKSDALE and
IRENE STOCKSDALE, his wife,
139 Dorchester Road
Glen Burnie, Anne Arundel County,
Maryland

EDWARD GREEN
Spring Grove State Hospital
Catonsville, Baltimore County,
Maryland

AND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Equity No. 15,035

240

FILED

1962 JUN 12 PM 12:08

21

MARVIN H. ANDERSON, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled IVA L. REECHEL and OTTO L. REECHEL, her husband, and others, Complainants, vs. WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife and Another, No. 14,615 Equity
92 Franklin Street
Annapolis, Maryland

Respondents

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

ORDER OF PUBLICATION

The object of this suit is to quiet title to the real estate hereinafter described in accordance with the provisions of the Code of Public General Laws (1957 Ed.) Article 16, Section 128. The Bill alleges that Rebecca L. Meseke, one of the Complainants and her predecessors in title have been in active, visible, notorious, hostile, exclusive and continuous possession of said real estate for more than 20 years and that Rebecca L. Meseke is now in peaceful possession. The Bill further alleges a cloud on the title of said Complainant by proceedings instituted in the Circuit Court of Anne Arundel County in a case known as Equity No. 14,615 of which the Complainants had no notice until long after the decree therein and that a decree has been passed therein appointing a Trustee to sell for purposes of partition the said real estate along with other property mentioned in the said Decree and the sale has been set for Monday, June 19, 1962, at 11:00 o'clock A. M.

The said property located in the Fourth Election District of Anne Arundel County, Maryland, is described as follows:

Beginning for the same at a stake at the southeast corner of the property formerly owned by Frederick Borkman, and running from thence South 7 degreed west 400 feet to a cedar tree; thence south 61 degrees west 379 feet to intersect the lines of the property owned by Joseph Pigeon; thence with the lines of said property North 1 degree 30 minutes west 126.5 feet; thence north 33 degrees 45 minutes west 66 feet; thence North 64 degrees west 159 feet; thence North 77 degrees 45 minutes west 113.75 feet; thence North 32 degrees 30 minutes west 165.5 feet to the above-mentioned Borkman property;

thence with the lines of said property North 80 degrees 40 minutes east 168.3 feet; thence North 69 degrees 30 minutes east 424 feet; thence South 22 degrees 45 minutes east 90.75 feet; thence North 66 degrees 15 minutes east 173.25 feet to the place of beginning. Containing 5-¼ acres of land.

Being the same tract of ground which by deed dated the 22nd, day of June, 1955, and recorded among the Land Records of Anne Arundel County, Maryland, Liber G. T. C., No. 942, Folio 469, was conveyed by Frankie Wilson, Trustee, in fee simple, to the Complainant, Rebecca L. Meseke.

That among the Respondents named in the Bill of Complaint are the following non-residents of the State of Maryland:

Charles Wallace Moravec and Lola Moravec, his wife, 14 South Randall Avenue, Madison, Wisconsin, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, 113 West Drew Street, Plant City, Florida.

It is thereupon this 12th day of June, 1962, by the Circuit Court for Anne Arundel County, Maryland, Sitting in Equity, ORDERED that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four(4) successive weeks, before the 16th day of July, 1962, give notice to the nonresident Respondents, Charles Wallace Moravec and Lola Moravec, his wife and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, of the object and substance of this Bill and warning them to be and appear before this Court in person or by solicitor, on or before the 17th day of August, 1962, and show cause, if any, why a decree should not be passed as prayed.

George T. Cromwell
CLERK

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LIBER 166 PAGE 483

REBECCA L. MESEKE, et al * IN THE

Complainants * CIRCUIT COURT

vs. * FOR

* ANNE ARUNDEL COUNTY

IVA L. REECHEL, et al *

Respondents * Equity No. 15,035

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

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rebecca L. Meseke and William E. Meseke, Jr., her husband, respectfully shows unto your Honors:

1. That they have filed a Bill of Complaint to quiet title to the tract of land mentioned in these proceedings.

2. That the Bill of Complaint names eighteen respondents of whom fourteen are residents of the State of Maryland and four are non-residents of the State of Maryland.

3. That Rule 103, Section f, of the Maryland Rules of Procedure provides: "In commencing any action, the plaintiff shall furnish the clerk of the court with one copy of his declaration, bill or other original pleading for each defendant other than those proceeded against by publication, and the clerk shall deliver the copy to the sheriff with the summons. In serving each defendant, the sheriff shall leave with him a copy of the declaration, bill or other original pleading. Where there are five or more defendants the court may make other order with respect to furnishing copies. Unless otherwise ordered by the court, it shall not be necessary for a copy of any exhibit to be served on any defendant."

Wherefore your Petitioners pray that in accordance with said Rule this Honorable Court may pass an order authorizing service of copies of the Bill of Complaint to be made only on Iva L. Reechel, Edward Green, and Marvin H. Anderson, Trustee, three of the Resident Respondents.

And as in duty bound, etc.

GINSBERG & GINSBERG

FILED

1962 JUN 12 PM 12:08

BY _____

Hyman Ginsberg

Solicitors for Petitioners

24

REBECCA L. MESEKE, et al	LIBER 166 PAGE 484 *	IN THE
Complainants	*	CIRCUIT COURT
vs,	*	FOR
IVA L. REECHEL, et al	*	ANNE ARUNDEL COUNTY
Respondents	*	Equity No. 15035

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

ORDER OF COURT

UPON THE FOREGOING PETITION, in accordance with Rule 103, Section f, of the Maryland Rules of Procedure, it is this 12th day of June, 1962 by the Circuit Court for Anne Arundel County, Sitting in Equity, ORDERED, that copies of the Bill of Complaint be served only on Iva L. Reechel, Edward Green, and Marvin H. Anderson, Trustee, three of the resident respondents.

O. Bowie Duckett

FILED

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25

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 15,035

REBECCA L. MESEKE
415 Greenwood Road
Linthicum Heights
Anne Arundel County, Maryland
WILLIAM E. MESEKE, JR., her husband
415 Greenwood Road
Linthicum Heights
Anne Arundel County, Maryland
Complainants
vs.
IVA L. REECHEL and
OTTO REECHEL, her husband
613 Beach Drive
Hillsmere Shores
Annapolis, R. F. D.
Anne Arundel County, Maryland
CHARLES WALLACE MORAVEC and
LOLA MORAVEC, his wife
14 South Randall Avenue
Madison, Wisconsin
THOMAS H. PUMPHREY and
LOUISE PUMPHREY, his wife
Millersville, Anne Arundel County, Maryland
ALEOHA MAY BANKNELL and
LOUIS V. BANKNELL, her husband,
5307 Mayview Avenue
Baltimore 6, Maryland
TELITHA VIRGINIA BACHMAN and
HARRY BACHMAN, her husband
4211 Roland View Avenue
Baltimore 15, Maryland
JESSIE MARIE WHALEY
(formerly Jessie Marie Rice) and
RALPH L. WHALEY, her husband
Queenstown, Maryland
CHARLES THOMAS STOCKSDALE and
JEANETTE STOCKSDALE, his wife
113 West Drew Street
Plant City, Florida
WILLIAM JOHN STOCKSDALE and
IRENE STOCKSDALE, his wife,
139 Dorchester Road
Glen Burnie, Anne Arundel County, Maryland
EDWARD GREEN
Spring Grove State Hospital
Catonsville, Baltimore County, Maryland
MARVIN H. ANDERSON, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel in a cause entitled IVA L. REECHEL and OTTO L. REECHEL, her husband, and others, Complainants, vs. WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife and Another, No. 14,615 Equity 92 Franklin Street, Annapolis, Maryland.
Respondents

Order Of Publication

The object of this suit is to quiet title to the real estate hereinafter described in accordance with the provisions of the Code of Public General Laws (1957 Ed.) Article 16, Section 128. The Bill alleges that Rebecca L. Meseke, one of the Complainants and her predecessors in title have been in active, visible, notorious, hostile, exclusive and continuous possession of said real estate for more than 20 years and that Rebecca L. Meseke is now in peaceful possession. The Bill further alleges a cloud on the title of said Complainant by proceedings instituted in the Circuit Court of Anne Arundel County in a case known as Equity No. 14,615 of which the Complainants had no notice until long after the decree therein and that a decree has been passed therein appointing a Trustee to sell for purposes of partition the said real estate along with other property mentioned in the said Decree and the sale has been set for Monday, June 19, 1962, at 11:00 o'clock A.M.

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

LIBER 166 PAGE 485

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1962

We hereby certify, that the annexed

Order of Publication

Eq. No. 15,035

Iva L. Reechel

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 July, 1962. The first insertion being made the 14th day of June, 1962

THE CAPITAL-GAZETTE PRESS, INC.

1962 JUL 12 By Hazel Talgham

The said property located in the Fourth Election District of Anne Arundel County, Maryland, is described as follows:

Beginning for the same at a stake at the southeast corner of the property formerly owned by Frederick Borkman, and r[illegible]g from thence South 7 degrees [illegible]est 400 feet to a cedar tree; thence south 61 degrees west 379 feet to intersect the lines of the property owned by Joseph Pigeon; thence with the lines of said property North 1 degree 30 minutes [illegible]st 126.5 feet; thence north 33 d[illegible]es 45 minutes west 66 feet; thence North 64 degrees west 159 feet; thence North 77 degrees 45 minutes west 113.75 feet; thence North 32 degrees 30 minutes west 165.5 feet to the above-mentioned Borkman property; thence with the lines of said property North 80 degrees 40 minutes east 168.3 feet; thence North 69 degrees 30 minutes east 424 feet; thence South 22 degrees 45 minutes east 90.75 feet; thence North 66 degrees 15 minutes east 173.25 feet to the place of beginning. Containing 5-1/4 acres of land.

Being the same tract of ground which by deed dated the 22nd, day of June, 1955, and recorded among the Land Records of Anne Arundel County, Maryland, Liber G. T. C., No. 942, Folio 469, was conveyed by Frankie Wilson, Trustee, in fee simple, to the Complainant, Rebecca L. Meseke.

That among the Respondents named in the Bill of Complaint are the following non-residents of the State of Maryland:

Charles Wallace Moravec and Lola Moravec, his wife, 14 South Randall Avenue., Madison, Wisconsin, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, 113 West Drew Street, Plant City, Florida.

It is thereupon this 12th day of June, 1962, by the Circuit Court for Anne Arundel County, Maryland, Sitting in Equity, ORDERED that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four (4) successive weeks, before the 16th day of July, 1962, give notice to the nonresident Respondents, Charles Wallace Moravec and Lola Moravec, his wife, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, of the object and substance of this Bill and warning them to be and appear before this Court in person or by solicitor, on or before the 17th day of August, 1962, and show cause, if any, why a decree should not be passed as prayed.

GEORGE T. CROMWELL,
Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk

Jy-5

REBECCA L. MESEKE and another	*	NO. 15,035 EQUITY
Complainants	*	IN THE
vs	*	CIRCUIT COURT
IVA L. REECHEL and others	*	FOR
Respondents	*	ANNE ARUNDEL COUNTY

LIBER 166 PAGE 487

* * * * * * * * *

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Iva L. Reechel and Otto Reechel, her husband, Charles Wallace Moravec and Lola Moravec, his wife, Thomas H. Pumphrey and Louise Pumphrey, his wife, Aleora May Banknell and Louis V. Banknell, her husband, Telitha Virginia Bachman and Harry Bachman, her husband, and William John Stocksdale and Irene Stocksdale, his wife, respondents, herein, by Marvin H. Anderson and Anderson & Anderson, their solicitors, and Marvin H. Anderson, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled "Iva L. Reechel and Otto L. Reechel, her husband and others, Complainants vs William John Stocksdale and Irene Stocksdale, his wife, and another" No. 14,615 Equity, to the bill of complaint exhibited against them, respectfully represent unto Your Honors:

1. Answering the first numbered paragraph of said bill of complaint, these respondents, having no knowledge of the allegation that the complainants are husband and wife, can therefore neither admit nor deny the same, but in the event said allegation is material or relevant to the issues of this cause, these respondents demand strict proof thereof. Further answering said paragraph these respondents admit that the property involved in this cause is fee-simple property but emphatically deny that the complainants

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

1962 AUG 21 PM 2:27

own the fee-simple title thereto or that they have or own any legal or equitable interest in any part of said property.

2. That they deny the allegation contained in the second numbered paragraph of said bill of complaint.

3. For answer to the third numbered paragraph of said bill of complaint, these respondents admit the allegations contained in the first unnumbered subparagraph thereof but emphatically deny that the property involved in this cause belongs in fee-simple to either one of the complainants and further deny the allegation contained in said paragraph that said property was acquired by the deed described in paragraph two of said bill of complaint.

4. That said respondents admit the allegations contained in the fourth, fifth, and sixth numbered paragraphs of said bill of complaint.

5. For answer to the seventh numbered paragraph of said bill of complaint said respondents admit that in the said Equity Cause No. 14,615 now pending in this Honorable Court, a partition sale is sought for the two tracts of real estate therein mentioned, but they vigorously and emphatically deny that the tract said to contain 5¼ acres, more or less, is owned in fee-simple by either one or both of the compalinants or that the complainants have any right, title, interest, or claim in and to any part of said real estate.

6. That said respondents admit the allegations contained in the eighth numbered paragraph of said bill of complaint.

7. For answer to the ninth numbered paragraph of said bill of complaint, said respondents admit all of the allegations therein contained except that said real estate belongs in fee-simple to Rebecca L. Meseke, one of the complainants, which allegation said

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respondents vigorously and emphatically deny.

8. For answer to the tenth numbered paragraph of said bill of complaint, said respondents admit that the solicitors for the complainants wrote the letter quoted in said paragraph, but, having no knowledge of the allegations contained in said letter and paragraph, can neither admit nor deny said allegations, and in the event the said allegations are material and relevant to the issues of this cause, these respondents demand strict proof thereof.

9. That said respondents deny the allegation contained in the twelfth numbered paragraph of said bill of complaint.

10. That said respondents admit the allegations contained in the thirteenth numbered paragraph of said bill of complaint and, further, answering said paragraph, said respondents aver and allege that the remainder interest in said property is, in fact, law, and equity, vested in the heirs of Florence V. Pumphrey, subject only to the life estate therein of Edward Green, one of the respondents.

11. That said respondents deny the allegations contained in the fourteenth numbered paragraph of said bill of complaint.

Further answering said bill of complaint and each and every paragraph of the same, said respondents say:

1. That the property referred to in this cause was by deed dated January 26, 1919, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 10, folio 170, granted and conveyed by Florence V. Pumphrey and William W. Pumphrey, her husband, unto Edward Green, one of the respondents for and during the period of his natural life, and no longer, with remainder to the heirs and assigns of said Florence V. Pumphrey (a copy of said deed, marked "Complainants' Exhibit No. 1, already filed as an exhibit with the bill of complaint herein, is prayed to be taken as a part hereof).

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2. That thereafter, purportedly acting pursuant to the authority vested in him by Chapter 615 of the Acts of the General Assembly of Maryland of 1894, as amended by Chapter 418 of the Acts of 1908, C. Albert Hodges, then Treasurer and Collector of County, School, and State Taxes for Anne Arundel County, purported to sell the said property for the alleged nonpayment of the State, County and School taxes levied against said property for the year of 1930 on November 14, 1933, to the County Commissioners of Anne Arundel County, allegedly for the sum of $63.00, which said purported sale said Treasurer by his Report of Sale acknowledged on May 2, 1935, and the same day filed in Tax Sale Proceedings No. 1687 in this Honorable Court, reported to this Honorable Court (a copy of said Tax Sale Proceedings No. 1687, marked "Respondents' Exhibit 'A'" is filed herewith and is prayed to be taken as a part hereof).

3. That after this Honorable Court had purportedly finally ratified and confirmed the aforesaid sale on June 15, 1935, as by reference to said proceedings will more fully appear, the County Commissioners of Anne Arundel County, together with said C. Albert Hodges, Treasurer of Anne Arundel County, by deed dated July 2, 1935, and recorded among the aforesaid land records in Liber F.A.M. No. 136, folio 504, purported to convey the fee-simple title to said property unto James M. Munroe, Trustee of the Estate of Ethel Brice Duvall (a certified copy of said deed having been filed with said bill of complaint, marked "Complainants' Exhibit No. 5", is prayed to be taken as a part hereof).

4. That thereafter by several mesne deeds of record, the tax sale title to said property, if any, was purportedly conveyed unto the said complainant, Rebecca L. Meseke.

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5. That the tax sale proceedings aforesaid conducted by the said C. Albert Hodges, then County Treasurer of Anne Arundel County, in which the hereinbefore mentioned real estate was purported to have been sold, are invalid and are null and void for the following reasons:

(a). The description of the said property which was contained on the assessment records of Anne Arundel County prior to the purported tax sale proceedings as well as the description of the said property which was used throughout such proceedings was insufficient under the provisions of Section 491 of Article 2 of the Code of Public Local Laws of Maryland (1930 Edition), as amended from time to time after April 2, 1929 for the Circuit Court to have assumed jurisdiction over such tax sale proceedings or for the said Treasurer and Collector to have seized, levied upon, advertised, and sold at the said sale, nor were the descriptions of said property which appeared upon said assessment records and upon the tax bills which were purportedly rendered prior to said levy and which were used throughout said tax sale proceedings sufficient to have given constructive notice to the owners or anyone claiming any interest in said property, including the respondents, that their property was about to be sold or to have appraised prospective buyers of which property it was that the said Treasurer and Collector proposed to sell.

(b). The Treasurer did not comply with the law which was in effect when the said tax sale was purportedly made, when, instead of having the advertisement notice published "for four successive weeks prior to the second Monday in March" in two newspapers, he had the notice published in only one newspaper once a week four times, the first mention being made on October 19, 1933, instead of in February, as required by the law which was then in effect, which said notice did not give four full weeks' notice of sale, or 28 days, since the period of days covered by the published notices between the first insertion and the last was only 26 days instead of 28 days or four full weeks.

(c). The Treasurer did not comply with the law which was in effect after April 17, 1931, when instead of notifying any of the owners of said property, including said respondents, immediately after January 1, 1933, and before January 10, 1933, by mail that if the taxes alleged to be due and in arrears were not paid on or before the second Monday in April, 1933, together with the interest accrued thereon, and the advertising costs prescribed in said law, said Treasurer would sell said property on the second Monday in April, 1933, as prescribed by said law, said Treasurer purportedly mailed said notice only to

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Edward Green, the life tenant, and not to any of the respondents, who were the remaindermen, on June 5, 1931, (more than two years before the date of said sale) and then proceeded to purportedly sell said property on November 14, 1933, instead of on the second Monday of April, 1933, as prescribed in said law.

(d). The assessors of Anne Arundel County erroneously listed the said property among the assessment records in the name of the life-tenant without listing it also in the name of even any one of the remaindermen or without indicating that the only interest the said Edward Green had in the aforementioned real estate was a life interest; and that the Treasurer when he mailed the tax notice to Edward Green alone without mailing a similar notice to any of the remaindermen mailed a notice which was void as to said remaindermen.

(e). Even if the tax sale made by the Treasurer was valid, the failure of the Treasurer to file his Report of Sale until May 2, 1935, more than seventeen months after the date of sale, and therefore after the period allowed in said law for the former owners to redeem said property from the said sale had expired, effectively deprived the respondents, the life tenant, and the other remaindermen from an opportunity to redeem said property, which said failure on the part of said Treasurer deprived this Honorable Court of its jurisdiction or authority to finally ratify the said sale, even if said sale had been validly made.

(f). Since the said life-tenant, Edward Green, who is now a patient at Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, was mentally incompetent previous to and at the time of the purported tax sale, and has remained mentally incompetent ever since the said tax sale, and is now mentally incompetent, the said tax sale and the actions of the County Treasurer pursuant to and subsequent to said sale and the ratification proceedings purportedly conducted after said tax sale are null and void and of no effect whatsoever upon the title to said property as the same existed prior thereto.

(g). That pursuant to the provisions of the law which was in effect at the time the taxes which were alleged to have been due and in arrears and for the nonpayment of which said property purportedly was sold were levied, the said Treasurer was under the duty to levy upon said property, and after the said levy was made, said Treasurer was required to deliver to the owner of said property a notice of said levy, together with a copy of the bill for taxes due, interest, and all costs, including that of levy, if the owner was in possession of said property, or at his residence if he was within the same district, or mailed to him at his postoffice address, if known,

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and if not, then to be conspicuously posted on the premises, together with a notice that if the said bill for taxes, interest and costs were not paid within thirty days, the property levied upon would be sold at public sale; that the Report of Sale filed by said Treasurer affirmatively indicates that he did not post any of the said documents upon said property prior to the said purported sale; that the said Report of Sale further indicates that said Treasurer did not deliver to any of the respondents in this cause of action (including the life tenant, Edward Green) a copy of any of the said documents prior to the said purported sale, although several of said respondents resided in the Fourth Election District of Anne Arundel County, Maryland, the district in which said real estate is situate; that the said Report of Sale further indicates that said Treasurer did not even mail to any of the respondents copies of any of the said documents prior to the aforesaid purported sale (other than to said life tenant, Edward Green), although the post office addresses of several of the said respondents were available to the said Treasurer from his own assessment records and were easily discernable by him; that with respect to the copies of said documents which said Treasurer allegedly mailed to said Edward Green prior to said sale the same were mailed to him, if at all, more than twenty-nine months prior to the date upon which said purported tax sale was conducted, as shown by said Report of Sale at a time when said life tenant was not mentally responsible or competent and while he was in fact not living either upon said property or anywhere else served by the post-office at Millersville, Maryland; that in any event the postoffice addresses of the respondents, including the post office address of said life tenant was not and could not have been personally known to said Treasurer, and he was therefore under an absolute duty to post a copy of said documents upon said property, which he failed to do, as shown by his said Report of Sale; and that since the remaindermen were and are owners of the property in question and did not receive either actual or constructive notice as prescribed by law the said purported sale as to them and as to said life tenant is absolutely null and void and of no legal effect whatsoever.

Having fully answered the said bill of complaint, the said respondents pray the same be dismissed with their costs.

And, as in duty bound, etc.

Marvin H. Anderson, Trustee
Marvin H. Anderson
Trustee as aforesaid

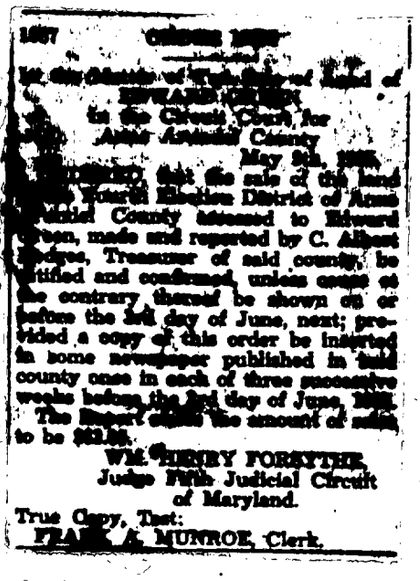
Marvin H. Anderson
Marvin H. Anderson

Anderson & Anderson
Anderson & Anderson
92 Franklin Street
Annapolis, Maryland
Solicitors for Respondents
Telephone: COlonial 8-5035

I hereby certify that on this 21st day of August, 1962, I mailed a copy of the written Answer to Hyman Ginsberg and to Ginsberg & Ginsberg, Solicitors for the Complainants, 914-916 Garrett Building, Baltimore 2, Maryland.

Marvin H. Anderson

Marvin H. Anderson
Solicitor for Respondents



1937 ORDER NISI

In the Matter of Tax Sale of Land of
EDWARD GREEN
in the Circuit Court for
Anne Arundel County
May 9th, 1935.

ORDERED, that the sale of the land in the Fourth Election District of Anne Arundel County assessed to Edward Green, made and reported by C. Albert Hodges, Treasurer of said county, be ratified and confirmed, unless cause at the contrary thereof be shown on or before the 3rd day of June, next; provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 3rd day of June, 1935.

The Report states the amount of sales to be $[illegible].

WM. HENRY FORSYTHE,
Judge Fifth Judicial Circuit
of Maryland.

True Copy, Test:
FRANK A. MUNROE, Clerk.

OFFICE OF

THE SOUTHERN MARYLAND TIMES

GLEN BURNIE, MD.
Annapolis, Office

THIS IS TO CERTIFY

That the annexed advertisement of

---Order Nisi On Sale---

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper published in Anne Arundel County, Maryland, once a week for ---Three--- successive weeks before the ---3rd--- day of---June,--- 1935; that is to say, the same was inserted in the issues of

---May 10, 17, 24, 1935---

THE SOUTHERN MARYLAND TIMES

By Thomas L. Christian
Business Manager.

649 Millersville P.O.

LIBER 166 PAGE 496

State and County Tax Levy, 1930
FOURTH DISTRICT

C. ALBERT HODGES
Treasurer and Collector of State, County and School Taxes
Annapolis, Md.

Mr. Edward Green

To County Commissioners of Anne Arundel County, Dr.

For County Tax at 60 cents per $100		
" Road " " 60 " " "	$2.18 on Assessment of $400	8 72
" School " " 98 " " "		
" County Tax on Stocks, Bonds, etc., 30 cents per $100 on $		
" Interest from August 15, 1930		
LEVY FOR COUNTY TAX		

Mr.

To THE STATE OF MARYLAND, Dr.

For State Tax at 25 cents per $100 on Assessment of $		1 00
" State Tax at 15 cents per $100 on Stocks and Bonds $		
" Interest from October 1, 1930		
" Survey		4 00
" Advertising		2 00
" Cost of Levy and Serving Notice for State Tax		2 00
" Examination of Title		2 00
Add Additional Cost in Circuit Court for Reporting, Ratifying and Auditing Sales		

Received Payment,

_____ COLLECTOR AND TREASURER

_____ 19 Per _____ Deputy

Mr. Edward Green

Take notice that if the above County, State and School Taxes with interest and accrued costs, is not paid within thirty days, from the date of this notice, I will proceed to enforce collection by advertisement and sale of the lands, premises, goods and chattels so taxed.

C. ALBERT HODGES,
County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

SCHEDULE

A SCHEDULE of the Real Estate and Personal Property distrained, seized and levied upon in Anne Arundel County by me, C. ALBERT HODGES, Treasurer and Collector of County, School, and State Taxes for Anne Arundel County, being for taxes due to the County Commissioners of Anne Arundel County and State of Maryland for the year 1930, ALL THAT TRACT OF LAND SITUATED IN THE FOURTH DISTRICT, ANNE ARUNDEL COUNTY, containing 5 1/4 Acres, with the improvements thereon, on public roads leading from ..... to ..... and adjoining the lands of ..... and others.

Being more particularly described in a deed from Florence V. Pumphrey and William W. Pumphrey, her husband, dated the 26th day of January, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 10, folio 170, etc., as by reference to said deed will fully appear

Assessed to Edward Green for 1930.

C. ALBERT HODGES,
County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

LIBER 166 PAGE 497

To Edward Green

Take notice that I have this day distrained, seized and levied on the Goods, Chattels, and Real Estate mentioned in the annexed Inventory or Schedule to satisfy the above-named taxes for the year 1930, interest and costs; that I shall proceed to advertise the same for sale, thirty days from this date, unless in the meantime you pay said taxes, interest and cost.

Given under my hand this 1st day of June, 1931

C. ALBERT HODGES,

County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

I HEREBY CERTIFY, That the above notice, with a true copy of annexed or preceding Inventory or Schedule of Real Estate and Personal Property, was ~~sent~~ mailed on the 5th day of June, 1931, ~~sent~~ mailed to Edward Green Millersville Md R #2, owner of the property.

C. ALBERT HODGES,

County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

Per

Fourth Election District of Anne Arundel County.

I HEREBY CERTIFY, That after diligent search, I failed to find.....

owner of the within described property, or his agent, in the Fourth Election District of Anne Arundel County and his postoffice address, and the postoffice address of his agent being unknown, and neither he nor his agent being in possession of the property, and the said.....

not residing in said Fourth Election District, the above notice, with a true copy of the annexed or preceding Inventory or Schedule of Real Estate and Personal Property was by me conspicuously posted on the property assessed and seized, as above set forth, on the.....day of.....A. D., 19.....

C. ALBERT HODGES,

County Treasurer and Collector of County, School and State Taxes for Anne Arundel County.

Per.....

Fourth Election District of Anne Arundel County.

IN THE MATTER OF THE TAX SALE OF THE LAND OF Edward Green Exhibit No. 1

1687

Filed 2 May 1935

LIBER 166 PAGE 498

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 193 3

We hereby certify, that the annexed Trustee's Sale - Edward Green

All that lot or parcel of ground and improvements lying in the Fourth Election District of Anne Arundel County, containing 5¼ acres of land, more or less, which was conveyed to Edward Green by Florence V. Pumphrey and William W. Pumphrey, her husband, by deed dated the 28th day of January, 1930, and recorded among the Land Records for said County in Liber W. N. W. No. 10, folio 170, etc., assessed to Edward Green for the year 1930, subsequent taxes to be paid by purchaser on ratification of sale.

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 November, 1932. The first insertion being made the 17th day of October, 1932.

THE CAPITAL-GAZETTE PRESS, INC.

By Margaret S. Strange

No. MG 2188

IN THE MATTER OF THE TAX SALE OF THE LAND OF

Edward Green

IN THE

Circuit Court for Anne Arundel County,

STATE OF MARYLAND.

LIBER 166 PAGE 499

THE REPORT OF C. Albert Hodges, County Treasurer of Anne Arundel County, who was Treasurer at the time of making said sale, respectfully shows:

1ST. That he was the duly appointed, bonded and qualified County Treasurer for Anne Arundel County, and, by virtue of his said office, Collector of State, County and School Taxes for said county for the year 1930.

2ND. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 615 of the Acts of the General Assembly of Maryland of 1894, as amended by Chapter 418 of the Acts of 1908, as soon as the tax levy for the year 1930 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 1st day of June, 1931, there was due by the owner of a lot of ground in the Fourth Election District of said county, particularly described in a deed from Florence V. Pumphrey and William W. Pumphrey, her husband, dated the 26th day of January, 1919, recorded in the Land Records of Anne Arundel County, in Liber W. M. W., No. 10, folio 170, &c., to Edward Green. Containing 5 1/4 acres of land, more or less, as by reference to said deed will fully appear

certain State and County and School Taxes for the year 1930, 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 Edward Green

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 Edward Green at Millersville, Md. R.F.D., being his last address on the 5th day of June, 1931, together with a notice that if the said bill for taxes, interest and costs were not paid within thirty days, the property levied upon would be sold at public sale.

3rd A. That said taxes being unpaid, and overdue and in arrear, a levy was duly made in accordance with law on said lot of land, 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, were conspicuously posted on the assessed premises, on the _____ day of _____, 19____, (the said _____ not being in possession of the said property and not residing in the said District, and his postoffice not being known), together with a notice that if the said bill for taxes, interest and costs were not paid within thirty days the property levied upon would be sold at public sale.

4TH. That the Treasurer not considering a survey necessary, the property, in his opinion, not being susceptible of division, after the expiration of said thirty days, from the serving of said notice, the undersigned, having first given twenty days' notice of the time, terms and place of sale, by advertisement inserted in the Maryland Gazette a newspaper published in the City of Annapolis, and which was designated by the County Commissioners, and by printed handbills, publicly posted at the Court House of said county, and at ten places in said district, one of which said notices was placed upon the premises, did attend at the Court House door, in the City of Annapolis, about the hour of 10.30 A. M., on the 14th day of November, 1933, 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 at and for the sum of $ 63.00, current money, they being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

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 advertisement and certificate.

~~3rd. Exhibit No. 3.—Copy of certificate of posting, etc.~~

All of which is respectfully submitted,

C. Albert Hodges

~~Late~~ *Treasurer and Collector of County, School and State Taxes for A. A. Co.*

LIBER 166 PAGE 501

STATE OF MARYLAND,

Anne Arundel County, to-wit:

I hereby certify that on this 2nd day of May, 1935 before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared C. Albert Hodges, ~~xxx~~ Treasurer of said County, and made oath in due form of law, that the matters and things stated above are true to the best of his knowledge and belief.

Wm. A. Hayden,
Deputy Clerk of the Circuit Court for Anne Arundel County.

ORDER NISI

IN THE MATTER OF THE TAX SALE OF THE LAND OF
Edward Green

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
May 9th, 1935

ORDERED, That the sale of the land in the Fourth Election District of Anne Arundel County assessed to Edward Green, made and reported by C. Albert Hodges, ~~xxx~~ Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of June, next; provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 3rd day of June, next.

The Report states the amount of sales to be $ 65.00

W. Henry Forsythe,
Judge Fifth Judicial Circuit of Maryland.

FINAL ORDER OF RATIFICATION

IN THE MATTER OF THE TAX SALE OF THE LAND OF
Edward Green

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.
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ORDERED BY THE COURT, this 14th day of June, 1935, that the sale made and reported by C. Albert Hodges ~~xxx~~ Treasurer aforesaid, be and the same is hereby 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 that the Treasurer be allowed the usual commissions fixed by law, and such proper expenses as he shall produce vouchers therefor.

Leonard L. Clary,
Judge Fifth Judicial Circuit of Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of Tax Sale Proceedings No. 1687, as filed in the Office of the Clerk of Circuit Court 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 20th day of August, A.D. 1962.

Elleanor G. Owings KEW.

Elleanor G. Owings, Acting Clerk.

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REBECCA L. MESEKE and Another,
Complainants

vs

IVA L. REECHEL and others
Respondents

NO. 15,035 EQUITY

IN

IVA L. REECHEL and OTTO REECHEL, her husband

CHARLES WALLACE MORAVEC and LOLA MORAVEC, his wife

THOMAS H. PUMPHREY and LOUISE PUMPHREY, his wife

ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband

TELITHA VIRGINIA BACHMAN and HARRY BACHMAN, her husband

WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife, and

MARVIN H. ANDERSON, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled "Iva L. Reechel and Otto L. Reechel, her husband, and others, Complainants vs. William John Stocksdale and Irene Stocksdale, his wife, and another" No. 14,615 Equity
Defendants, Counterclaimants and Cross-Complainants

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

vs

REBECCA L. MESEKE and WILLIAM E. MESEKE, JR., her husband,

Complainants and Cross-Respondents

* *

COUNTERCLAIM, CROSS-CLAIM, AND CROSS BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondents, Iva L. Reechel and Otto Reechel, her

Law Offices
ANDERSON & ANDERSON
Annapolis, Md.

husband, Charles Wallace Moravec and Lola Moravec, his wife, Thomas H. Pumphrey and Louise Pumphrey, his wife, Aleora May Banknell and Louis V. Banknell, her husband, Telitha Virginia Bachman and Harry Bachman, her husband, and William John Stocksdale and Irene Stocksdale, his wife, by Marvin H. Anderson and Anderson & Anderson, their solicitors, and Marvin H. Anderson, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled "Iva L. Keechel and Otto L. Keechel, her husband, and others, Complainants vs. William John Stocksdale and Irene Stocksdale, his wife, and another", No. 14,615 Equity, counterclaiming and cross-complaining under the provisions of the Maryland Rules of Procedure, and humbly cross-complaining unto Your Honors, respectfully show:

1. That the individual respondents herein are heirs of Florence Virginia Pumphrey, sometimes called Florence V. Punphrey, who died intestate in Anne Arundel County in the State of Maryland on or about November 22, 1927, owning the remainder interest in and to the real estate said to contain five and one-quarter acres, more or less, in which by deed dated January 26, 1919, and recorded among the land records of Anne Arundel County in Liber W.N.W. No. 10, folio 170, an estate for and during his life was granted unto the respondent, Edward Green, by the said Florence V. Pumphrey, and William W. Pumphrey, her husband, with the remainder interest therein to the heirs and assigns of the said Florence V. Pumphrey; and that the said individual respondents are also heirs of the said William W. Pumphrey, who died intestate in Anne Arundel County on or about August 5, 1937.

2. That during their respective lifetimes the said Florence V. Pumphrey and William W. Pumphrey, her husband, never conveyed the remainder interest in said property nor have any of the

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respondents ever conveyed said remainder interest, although the said Marvin H. Anderson, Trustee appointed as aforesaid, was authorized and directed to convey the same by the decree passed in the equity cause hereinbefore referred to, but that said Trustee has not conveyed said remainder interest.

3. That by virtue of the suit in equity which the complainants have brought against the respondents in this cause, and by virtue of the claim of ownership in fee-simple which the complainant, Rebecca L. Meseke, asserts in this cause based upon a tax sale title derived and acquired by her from the purported tax sale proceedings described in the Bill of Complaint and Answer of these respondents, to which reference is hereby made, the aforesaid suit in equity, the said purported tax sale proceedings, and the said claim of ownership asserted as aforesaid by said Rebecca L. Meseke constitute a cloud upon the title to the remainder interest in and to said property which is owned in fee-simple by the individual respondents in this cause against which they are denied a remedy at law and concerning which they are entitled to a decree removing the said cloud upon their title to said remainder interest and a permanent mandatory injunction permanently and perpetually enjoining the complainants and all persons claiming by, from, or under either of them, from asserting any claims of ownership to the remainder interest in and to said property and from attempting to convey, mortgage, assign, alienate, or otherwise dispose of said remainder interest, and requiring said complainants and all persons claiming by, from, or under either of them to give up and surrender possession quietly of said property and the improvements situate thereon to the respondents herein, their heirs and assigns, upon the death of the said life tenant, Edward Green.

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4. That for the reasons more fully set forth in the Answer heretofore filed in these proceedings by said Respondents and to which reference is hereby made, the said tax sale proceedings and the said tax title derived therefrom by said Rebecca L. Meseke and upon which she bases her claim of ownership of the title to said property in fee-simple are utterly and completely null and void and of no legal effect whatsoever.

TO THE END THEREFORE:

(a). That the tax sale proceedings known as Tax Sale No. 1687 in this Honorable Court may be declared null and void.

(b). That a decree may be passed by this Honorable Court removing the aforesaid claim of ownership asserted in this cause by the complainants upon the remainder interest in said real estate and removing the aforesaid tax sale proceedings and all deeds and conveyances arising therefrom as clouds upon the title of the said heirs of Florence V. Pumphrey and of William W. Pumphrey, her husband (respondents named in the bill of complaint filed in this cause) to the remainder interest in said real estate and declaring that said heirs have the absolute fee-simple ownership and right of disposition of the remainder interest in and to said real estate free and clear of the said complainants and of all persons claiming by, from, or under either of them, whether or not they are named herein, subject only to the present status of and to the legal operation and effect, if any, upon said title of the life estate granted therein for and during the period of the natural life of the respondent, Edward Green, and no longer.

(c). That the complainants, and all persons claiming by, from, or under either of them, may be permanently and perpetually enjoined from asserting any claims of ownership to the remainder

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interest in and to said property and from attempting to sell, convey, mortgage, assign, alienate or otherwise dispose of said remainder interest.

(d). That a decree may be passed by this Honorable Court requiring the complainants and all persons claiming by, from, or under either of them, whether or not they are named herein as respondents, to quietly and peacefully give up and forever surrender possession of said property and the improvements situate thereon to the said heirs or to their heirs and assigns, as soon as the said respondent, Edward Green, has died.

(e). And for such other and further relief as their case may require.

And, as in duty bound, etc.

Marvin H. Anderson

Anderson & Anderson
Solicitors for said Respondents
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

Marvin H. Anderson, Trustee

Marvin H. Anderson
Trustee as aforesaid

I hereby certify that on this 21st day of August, 1962, I mailed a copy of the foregoing Counterclaim, Cross-claim, and Cross Bill of Complaint to Hyman Ginsberg and to Ginsberg & Ginsberg, solicitors for the complainants, 914-916 Garrett Building, Baltimore 2, Maryland.

Marvin H. Anderson
Solicitor for Respondents

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REBECCA L. MESEKE and another,	*	
Complainants	*	NO. 15,035 EQUITY
vs.	*	IN
IVA L. REECHEL and others,	*	THE CIRCUIT COURT
Respondents	*	FOR ANNE ARUNDEL COUNTY

PETITION OF THOMAS H. PUMPHREY FOR APPOINTMENT OF GUARDIAN AD LITEM FOR EDWARD GREEN, AN INCOMPETENT RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Thomas H. Pumphrey, one of the respondents, by Marvin H. Anderson and Anderson & Anderson, his solicitors, respectfully shows unto Your Honors:

1. That he files this Petition for and on behalf of Edward Green, one of the respondents in this cause who has been summoned.

2. That the said Edward Green has been a patient for many years at Spring Grove State Hospital, Catsonsville, Baltimore County, Maryland, where he now resides, and for years has had mental hallucinations and is therefore mentally incompetent, but that no guardian, committee, or trustee has ever been appointed for said Edward Green.

WHEREFORE, your petitioner prays that this Honorable Court may pass an Order in the premises appointing a guardian ad litem to appear and answer for the said incompetent respondent, Edward Green, and authorizing the said guardian ad litem to file an answer or other pleading, including any counterclaim, cross-claim, or cross-bill of complaint permitted under the Maryland Rules of Procedure, for and on behalf of the said incompetent respondent, and appointing an attorney to represent said incompetent respondent and his guardian ad litem.

And, as in duty bound, etc.

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LIBER 166 PAGE 509

Marvin H. Anderson

Anderson & Anderson
Solicitors for Thomas H. Pumphrey,
Petitioner
92 Franklin Street
Annapolis, Maryland
Telephone: COlonial 8-5035

ORDER OF COURT

Upon the foregoing Petition, it is this 22nd day of August, 1962, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that Thomas H. Pumphrey be and he is hereby appointed guardian ad litem for the said incompetent respondent, Edward Green, and the said guardian ad litem is hereby authorized to file an answer or other pleading in this case, including any counterclaim, cross-claim, or cross-bill of complaint which is permitted under the Maryland Rules of Procedure, for and on behalf of the said incompetent respondent. And it is further ORDERED that Marvin H. Anderson be and he is hereby appointed Attorney to represent the said incompetent respondent, Edward Green, and his said guardian ad litem.

George Jackson
JUDGE

I hereby certify that on this 24th day of August, 1962, I mailed a copy of the foregoing Petition and Order of Court to Hyman Ginsberg and to Ginsberg & Ginsberg, solicitors for the complainants, 914-916 Garrett Building, Baltimore 2, Maryland.

Marvin H. Anderson
Solicitor for Petitioner

REBECCA L. MESEKE and
Another,

Complainants

vs.

Iva L. REECHEL and
others

Respondents

LIBER 166 PAGE 510

NO. 15,035 Equity

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* *

IVA L. REECHEL and
OTTO REECHEL, her husband

CHARLES WALLACE MORAVEC and
LOLA MORAVEC, his wife

THOMAS H. PUMPHREY and
LOUISE PUMPHREY, his wife

ALEORA MAY BANKNELL AND
LOUIS V. BANKNELL, her husband

TELITHA VIRGINIA BACHMAN and
HARRY BACHMAN, her husband

WILLIAM JOHN STOCKSDALE and
IRENE STOCKSDALE, his wife, and

MARVIN H. ANDERSON, Trustee
under a decree dated March
21, 1962, of the Circuit Court
for Anne Arundel County in a
cause entitled "Iva L. Reechel
and Otto L. Reechel, her husband,
and others, Complainants vs.
William John Stocksdale and Irene
Stocksdale, his wife, and another
No. 14,615 Equity

Defendants, Counterclaimants
and Cross-Complainants

vs

REBECCA L. MESEKE AND
WILLIAM E. MESEKE, JR., her husband,

Complainants and Cross-Respondents

* * *

ANSWER TO COUNTERCLAIM, CROSS-CLAIM, AND CROSS BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Rebecca L. Meseke and William E. Meseke, Jr., her husband, Complainants and Cross-Respondents, to the Counter-Claim, Cross-Claim and Cross Bill of Complaint of Iva L. Reechel and Otto Reechel, her husband, Charles Wallace Moravec and Lola Moravec, his wife, Thomas H. Pumphrey and Louise Pumphrey, his wife, Aleora May Banknell and Louis V. Banknell, her husband, Telitha Virginia Backman and Harry Bachman, her husband, and

~~ex- 1/16/63 for 3/14/63 - (4)~~ R.P.

Ginsberg & Ginsberg
M. H. Anderson
Whaley
Stocksdale

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William John Stocksdale and Irene Stocksdale, his wife, and Marvin H. Anderson, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled "Iva L. Reechel and Otto L. Reechel, her husband, and others, Complainants vs. William John Stocksdale and Irene Stocksdale, his wife, and another" No. 14,615 Equity, Defendants, Counterclaimants and Cross-Complainants, respectfully says:

1. Answering the first paragraph thereof these Complainants and Cross-Respondents say that they have no knowledge of the facts recited therein, and demand full proof thereof.

2. Answering the second paragraph thereof, the Complainants and Cross-Respondents say that they have no knowledge of the matters and facts therein contained, and demand full proof thereof.

3. Answering the third paragraph thereof, the Complainants and Cross-Respondents say that they have full legal title to and are in the peaceable possession of the property involved in these proceedings. They deny that the assertion of this title constitutes a cloud upon the alleged title to the alleged remainder interest, in and to, the said property of the respondents and cross-complainants and they further say that the said Respondents and Cross-complainants have no title or interest in the said property, either in possession or in remainder, and that the claim being asserted by the Respondents and Cross-complainants constitutes a cloud upon the title of the said Complainants and Cross-respondents. They deny that the Respondents and Cross-complainants are entitled to a remedy, either at law or in equity.

4. Answering the fourth paragraph thereof, the Complainants and Cross-Respondents, emphatically deny the matters and facts therein recited and say that they have full and complete legal title and ownership to said property in fee simple and are in peaceable possession thereof.

That by deed dated the 2nd. day of June 1955, and recorded among the Land Records of Anne Arundel County in Liber G. T. C., No. 942, Folio 569, Frankie Wilson, Trustee, granted and conveyed unto Rebecca L. Meseke, one of the Complainants and Cross-Respondents, in fee simple the property involved in these proceedings and the Complainants and Cross-Respondents and their

in predecessors in title have been/exclusive and open possession under full claim of title for a period far in excess of twenty years. That a certified copy of the aforesaid deed was filed with the Bill of Complaint as "Exhibit No. 1".

Having fully answered the said Counterclaim, Cross-Claim and Cross Bill of Complaint, the said Complainants and Cross-Respondents pray that the same be dismissed with their costs.

And as in duty bound, etc.

GINSBERG & GINSBERG

Rebecca L. Meseke
Rebecca L. Meseke

By _____
Hyman Ginsberg
Solicitors for Complainants
and Cross-Respondents
914-916 Garrett Bldg.
Baltimore 2, Maryland
LE-9 4750

William E. Meseke, Jr.
William E. Meseke, Jr.

Complainants and Cross-Respondents

We hereby certify that on this 30th day of August 1962, We mailed a copy of the above Answer to Counterclaim, Cross-Claim, and Cross Bill of Complaint, to Marvin H. Anderson, Esq. and Anderson & Anderson, Esqs. 92 Franklin St., Annapolis, Maryland, Solicitors for Respondents and Cross-Complainants.

GINSBERG & GINSBERG

By _____
Hyman Ginsberg

Solicitors for Complainants
and Cross-Respondents

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REBECCA L. MESEKE and another LIBER 166 PAGE 513		NO. 15,035 EQUITY
Complainants and Cross-Respondents	*	IN THE
vs	*	CIRCUIT COURT
IVA L. REECHEL and others	*	FOR
Respondents, Counter-Claimants & Cross-Respondents	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * *

ANSWER OF THOMAS H. PUMPHREY,
GUARDIAN AD LITEM FOR EDWARD GREEN, AN INCOMPETENT RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Thomas H. Pumphrey, Guardian Ad Litem for Edward Green, an incompetent respondent herein, by Marvin H. Anderson & Anderson & Anderson, his solicitors, to the Bill of Complaint exhibited against them, respectfully represents unto Your Honors:

That the respondent hereby adopts in full and incorporates by reference, the Answer of the co-respondents in the herein cause, Iva L. Reechel and Otto Reechel, her husband; Charles Wallace Moravec and Lora Moravec, his wife; Thomas H. Pumphrey and Louise Pumphrey, his wife; Aleora May Banknell and Louis V. Banknell, her husband; Telitha Virginia Bachman and Harry Bachman, her husband; William John Stocksdale and Irene Stocksdale, his wife, and Marvin H. Anderson, Trustee, which said Answer has been filed in the proceedings of this cause hereinbefore.

Having fully answered the said Bill of Complaint, the said respondent prays the same be dismissed with his costs.

And, as in duty bound, etc.

Marvin H. Anderson

Anderson & Anderson

Anderson & Anderson
Solicitors for Respondent Thomas H. Pumphrey, Guardian Ad Litem for Edward Green

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Law Offices
NDERSON & ANDERSON
Annapolis, Md.

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I hereby certify that on this 10th day of April, 1963, I mailed a copy of the foregoing Answer to Hyman Ginsberg, Esquire and Ginsberg & Ginsberg, Solicitors for the Complainants, 914-916 Garrett Building, Baltimore 2, Maryland

Marvin H. Anderson

Marvin H. Anderson
Solicitor for Respondent, Thomas H. Pumphrey

LIBER 166 PAGE 515

REBECCA L. MESEKE and Another,

Complainants

vs.

Iva L. REECHEL and others

Respondents

NO. 15,035 Equity

IVA L. REECHEL and OTTO REECHEL, her husband

CHARLES WALLACE MORAVEC and LOLA MORAVEC, his wife

THOMAS H. PUMPHREY and LOUISE PUMPHREY, his wife

ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband

TELITHA VIRGINIA BACHMAN and HARRY BACHMAN, her husband

WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife, and

MARVIN H. ANDERSON, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled "Iva L. Reechel and Otto L. Reechel, her husband, and others, Complainants vs. William John Stocksdale and Irene Stocksdale, his wife, and another" No. 14,615

Defendants, Counterclaimants and Cross-Complainants

vs.

REBECCA L. MESEKE and WILLIAM E. MESEKE, JR., her husband,

Complainants and Cross-Respondents

IN

THE CIRCUIT COURT

ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Rebecca L. Meseke and William E. Meseke, Jr., her husband, Complainants and Cross-Complainants, by Ginsberg and Ginsberg, by Hyman Ginsberg, their Solicitors respectfully shows:

1. That the Respondents, Jessie Marie Whaley and Ralph L. Whaley, her husband, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife,

Pltffs' Exhibit No. 1
No. 15,035 Equity

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have been duly summoned or notified by Order of Publication to appear to the Bill of Complaint, but have failed to appoint thereto, according to the exigency of the writ or Order of Publication.

WHEREFORE your Petitioners respectfully pray that the Bill of Complaint may be taken Pro Confesso against all the said Respondents, Jessie Marie Whaley and Ralph L. Whaley, her husband, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife.

And as in duty bound, etc.

GINSBERG and GINSBERG

By _____

Hyman Ginsberg
914 - 916 Garrett Building
Baltimore 2, Maryland
LExington 9-4750

Solicitors for Complainants
and Cross-Respondents

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LIBER 166 PAGE 517

REBECCA L. MESEKE and Another,
Complainants

vs.

Iva L. REECHEL and others
Respondents

NO. 15,035 Equity

IVA L. REECHEL and OTTO REECHEL, her husband

CHARLES WALLACE MORAVEC and LOLA MORAVEC, his wife

THOMAS H. PUMPHREY and LOUISE PUMPHREY, his wife

ALEORA MAY BANKNELL and LOUIS V. BANKNELL, her husband

TELITHA VIRGINIA BACHMAN and HARRY BACHMAN, her husband

WILLIAM JOHN STOCKSDALE and IRENE STOCKSDALE, his wife, and

MARVIN H. ANDERSON, Trustee under a decree dated March 21, 1962, of the Circuit Court for Anne Arundel County in a cause entitled "Iva L. Reechel and Otto L. Reechel, her husband, and others, Complainants vs. William John Stocksdale and Irene Stocksdale, his wife, and another" No. 14,615 Equity

Defendants, Counterclaimants and Cross-Complainants

IN

THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

vs.

REBECCA L. MESEKE and WILLIAM E. MESEKE, JR., her husband

Complainants and Cross-Respondents

ORDER OF COURT

The Respondents, Jessie Marie Whaley and Ralph L. Whaley, her husband, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife, having been duly summoned (notified by Order of Publication) to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the writ (said Order),

It is thereupon this 16 day of April in the year nineteen hundred and sixty-three by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED and DECREED, ~~that the complainants are entitled to relief in the premises~~, and that the Bill of Complaint be and is hereby taken pro confesso against said respondents, Jessie Marie Whaley and Ralph L. Whaley, her husband, and Charles Thomas Stocksdale and Jeanette Stocksdale, his wife.

But because it doth not certainly appear to what relief the plaintiffs are entitled, it is further ADJUDGED and ORDERED that testimony be taken in open Court to suppert allegations of the Bill.

Judge

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LIBER 166 PAGE 519

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NUMBER 15,035

REBECCA L. MESEKE, et al

Plaintiffs and Counter Defendants

VS.

IVA L. REECHEL, et al

Defendants and Counter Plaintiffs

Hyman Ginsberg, Esquire, Baltimore, Maryland, Attorney for Plaintiffs.
Richard Anderson, Esquire, Annapolis, Maryland, Attorney for Defendants.
Marvin I. Anderson, Esquire, Annapolis, Maryland, Attorney for Defendants.

Before George Sachse, Judge.

SACHSE, J ---

OPINION

The Plaintiff filed his Bill to quiet title to approximately five and a quarter acres of land in Anne Arundel County, the subject matter of these proceedings, naming as Defendants the heirs of William Pumphrey and Florence V. Pumphrey, his wife, both deceased. Certain of said Defendants filed a cross-claim against the Plaintiffs to clear their title.

Sometime after the initial testimony was taken in these proceedings additional testimony was taken, original and supplementary briefs were filed. The parties to these proceedings were fully heard on all points of law and fact pertaining to their respective contentions.

The facts of the case are that a certain Edward Green, now about sixty years of age, who, with his mother, had rendered long service to the family of Mrs. Florence V. Pumphrey, was granted by her and her husband, William Pumphrey, by deed dated January 26, 1919, and recorded among the land records of said County in Liber W.N.W. 10, folio 170, a life interest in a certain piece of property consisting of about five and a quarter acres of land im-

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proved by a house and outbuildings, near Millersville, Maryland, in the Fourth Election District of Anne Arundel County, in which Mr. and Mrs. Pumphrey reserved the remainder interest unto themselves. The said Mrs. Pumphrey died intestate about 1927, and her husband died intestate about ten years later, both left surviving them certain children and grandchildren who are the children of a deceased child. Though no one knows the exact time when Edward Green left the property, it was testified that he left shortly after he acquired it and moved to Baltimore, where he was then married. The report of Spring Grove Hospital, where he is still confined, shows he was admitted on March 19, 1937, was 32 years old, that he worked at various jobs, first in and then out of this County, since 1920, when he was fifteen years old, and that he was married in 1925.

As no one apparently paid the taxes due on the property for 1930, Mr. C. Albert Hodges, the then County Treasurer, mailed a notice to Edward Green, the life tenant, on June 5, 1931, to Millersville, Maryland, stating that the Treasurer distrained, seized and levied on the - - - Real Estate mentioned in the annexed Inventory or Schedule, for taxes for the year 1930, interest and costs; that the Treasurer will proceed to advertise the property for sale in thirty days from date, unless in the meantime the taxes, interests and costs are paid. There is no evidence as to whether Edward Green received this notice or not, as he was living away from the property at the time, and there is no record in the tax sale proceedings that the property itself was posted.

The Certificate of Publication shows the tax sale was advertised in one newspaper, giving the description of the property as carried on the assessment records of the County, which read as follows:

> "All that lot or parcel of ground and improvements lying in the Fourth Election District of Anne Arundel County, containing 5-1/2 acres of land, more or less, which was conveyed to Edward Green by Florence V. Pumphrey and William W. Pumphrey, her husband, by deed dated the 26th day of January, 1919, and recorded among the Land Records for said County in Liber W.N.W. No. 10, folio 170, etc.,

assessed to Edward Green for the year 1930, subsequent taxes to be paid by purchaser on ratification of sale."

The Certificate is dated January 17, 1935, and certifies that the advertisement was published once a week for four successive weeks before November 14, 1933, the first insertion being made on October 19th, 1933. The report of the said Treasurer states that said property was sold at tax sale for $63.00 on November 14, 1933, for said 1930 taxes. The affidavit of the Treasurer on the report is dated May 2nd, 1935, and Order Nisi signed by the Court on May 9th, 1935, stating the sale will be ratified unless cause to the contrary be shown on or before June 3rd; provided a copy of the Order be inserted in some newspaper published in said County once in each of three successive weeks before June 3rd.

The Certificate of Publication shows the advertisement of the Order was published on May 10, 17 and 24, 1935. After this publication, the final Order of Ratification of the sale was signed on June 15, 1935.

There was considerable lapse of time between the various procedures followed in this tax sale, such as the taxes not being paid in 1930 of which notice of the levy on the property was mailed to Edward Green on June 5, 1931, the notice of publication of the tax sale to be held on October 4, 1933, which certificate of publication was filed on January 17, 1935; the affidavit of the Treasurer and Order Nisi being completed in 1935 and final ratification June 15, 1935. It appears as if no particular statute was followed in the numerous above actions, and failure to do so would nullify a tax sale, as these procedures are set up for the protection of the owners of the property. However, the Court feels that the most important question pertaining to the sale is whether the advertisement, as above set out,

of

was notice to the heirs of the remaindermen who had conveyed to Edward Green only a life interest in the property. The advertisement referred to the property "conveyed to Edward Green," and then gave the names of the grantors and the reference to the recording of the deed.

The record of the tax sale proceedings clearly show that notice mailed by the County Treasurer was mailed only to Edward Green, the life tenant. It is undisputed that the law requires that such notice be sent to the owners of the property, and it is undisputed that this was not done. Notice to one tenant in common is not sufficient notice to the remaining co-tennants. Re Swann's Est., 125 Md., 519. And notice to a life tenant is not notice to the remaining owners. McMahon re Crean, 109 Md., 652.

As neither the notice sent by mail by the treasurer nor the advertisement of the then pending tax sale was notice to the remaindermen, [redacted] the tax sale is void.

The question was raised as to a presumption that the tax sale proceedings are correct when once ratified. The Court agrees, but such presumption of correctness is rebuttable, as the Court has a limited jurisdiction in ratification of tax sales, and the order of confirmation operates only to relieve purchaser of the onus of proof, and to cast the onus of showing the illegality of the proceedings on the party resisting the sale. Where it appears from the record or by proof that material and substantial provisions of the law have not been observed in making the sale, it will be treated as utterly null and void. Amos vs. Abromaites, Supra. McMahon vs. Crean, Supra.

As the tax sale was void, the next question is whether the Plaintiffs acquired title to the property by adverse possession.

It is well settled that under the Statute of 21 James, C. 16, adverse possession cannot accrue against a person under disability existing at the time of the commencement of the running of the adverse possession claim, and a person under such disability has ten years after the removal of the disability to bring his action or make his entry notwithstanding the twenty year period

has expired. 1 M.L.E. Adverse Possession, Sec. 52, page 318, Wickes vs. Wickes, 98 Md., 307.

As to the question of the mental condition of Edward Green, as above stated, he was admitted to Spring Grove Hospital on the certificate of two examining physicians on March 19, 1937, where he is still confined. The reason for his admission was that while Green was cleaning his work locker, two men started to talk to him when he suddenly threatened them with an automatic. In his examination he talked of threats on his life over a period of years by various persons and organizations. He also stated someone poisoned him eight or nine years prior to 1937. His condition was diagnosed as Schizophrenia, paranoid type. The next hospital report was March 9, 1938, which then showed him to be in a state of agitation, and several times daily he became loud, profane and vulgar in shouting at his imaginary tormentors, claiming the Germans were poisoning his food, sticking needles in his heart, that voices call him vile names and won't let him sleep. In December, 1939, on infrequent occasions he shouted out the window that the Germans are coming and there is war. In March, 1963, his examination shows that he feels the year is 1988, that he is in a state school in Pennsylvania, that he helps to wash the people, who are Russians. He did not know his birthdate or birthplace. His condition was diagnosed as a lack of judgment, with a far advanced intellectual deterioration with marked memory defects. He was described as being mentally incompetent. The 1955 report further shows that "he was quite disturbed on admission, noisy, combative, and remained so for approximately two years at which time he was given metrozol therapy."

It can hardly be seriously contested that Edward Green was mentally incompetent when first admitted to the hospital, since which time he has mentally deteriorated up to the present time. A person is mentally incapable when he suffers from any species of mental unsoundness which is clearly shown to

incapacitate him from protecting his estate against his own weakness on the artifice of others. Purdum vs. Lilly, 182 Md., 612. Johnson vs. Safe Deposit & Trust Co., 104 Md., 311.

It is contended by the Plaintiffs that even if Green became mentally incompetent in 1937, the tax sale, now found defective, took place and was ratified on June 15, 1935, prior to his later incompetency, and that on July 2nd, 1935, the County Treasurer and the County Commissioners executed a deed to said property to James Munroe, trustee of the Estate of Ethel Brice Duvall, and as subsequent title came through this deed, that the commencement of the adverse possession claim started at that time.

The Plaintiffs cite various cases holding that title may be acquired by adverse possession, even though it grew out of a defective tax sale, where possession was exercised for the statutory period. Winer vs. Hooper, 139 Md. 327. And when one acquires rights by adverse possession, such rights extend to those claiming under him. Title, Inc. vs. Dubel, 177 Md., 387. The above is undisputed, but the question is the meaning of "possession," which is a necessary element of adverse possession. White vs. Hardisty, 220 Md., 152.

The Plaintiff claims that a municipal corporation may acquire adverse possession of property, as stated in Oak Lane Corp. vs. Duke, 196 Md., 136, wherein it was held that Baltimore City acquired such title to a vacant lot over which it exercised such acts of dominion and ownership as is customary over any vacant lot for the prescribed period. In this case the lot was listed on the tax rolls in the name of the City, it had the weeds and brush cut periodically for twenty-five years. This and other such cases show that the municipal corporation exercised dominion and ownership over the vacant lots. In the present case the evidence shows the tax sale took place on November 14, 1933, when it was sold to the County Commissioners, the sale was finally ratified on June 15, 1935, the property was then sold to James Munroe, trustee, on July 2, 1935. There is nothing on the record to show that the County, either

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before or after ratification of the sale, exercised any dominion over the property, which consisted of five and one quarter acres, improved by a dwelling house. The only actions show that the County bid in the property at the void tax sale and then sold it. The County Treasurer never executed a deed to the County Commissioners, but only joined in the deed with the Commissioners to Mr. Munroe, trustee. The County never had title by a deed. Even if such deed from the Treasurer had been executed to the County, it cannot claim adverse possession by a bare deed alone, as such deed does not show a dominion and ownership over vacant or improved property.

Dominion over land is such open acts and conduct relative thereto as evidence the claim of right of absolute possession, use and ownership thereof. The term "Dominion" as used in a statute as dealing with land by limitation of twenty-five years where one had exercised dominion over the land, claiming and paying taxes thereon, means physical control, such as a patrol across the land to determine whether trespassers have settled on it, and is such control as w ould be exercised by an ordinarily prudent person having fee title. Wiggins vs. Houston Oil Co. of Texas, 203 N.W., 2d, 252. The Court can find no definition of "Dominion" as meaning as little as the county exercised in the current case.

According to testimony produced by the Plaintiff, it appears that the trustee of the estate of Ethel Brice Duvall, after acquiring the above deed on July 2, 1935, conveyed it to Ethel Brice Duvall by deed of August 7, 1935, recorded among the land records of Anne Arundel County in F.A.M. 140, folio 363, and Mrs. Duvall did nothing with it until a Mr. Edward Truitt moved to the property which he said was in 1940, when he rented it for six months at $10.00 a month, after which time he was talked into buying the property in what he said was the fall of 1940, and he remained there until 1945. (The record shows that Mr. Truitt acquired title to the property by deed from Mrs. Duvall dated October 9, 1942, and recorded in Liber J.H.H. 270, folio 198, and by a

confirmatory deed of July 26, 1945, from Mrs. Duvall, recorded in Liber J.HH. 336, folio 226.) Mr. Truitt testified he sold the property to Mr. Bobbitz, by deed dated July 30, 1945, recorded in Liber J.H.H. 336, folio 227.

Mr. Bobbitz testified that he bought the property from Mr. Truitt by the above deed in 1945, at which time he moved on the property, made certain improvements to the house and well, and remained there with his family until he sold it to the Plaintiffs by deed dated May 13, 1952, recorded in Liber J.H.H. 684, folio 94.

Mr. Meseke, Plaintiff, testified that he bought the property from Mr. Bobbitz by the above deed, that since the purchase he made various improvementsby purchasing material costing $2,380.00, plus $800.00 for his own labor, as he is a building contractor. Also, that he paid $800.00 for the property, paid $77.60 settlement costs, including $50.00 for a title search, paid taxes of about $200.00, insurance of $55.00 Though Mr. Meseke never lived on the property, he did some vegetable farming from time to time, rented it out on occasions, visited the property frequently, and stored building materials used in his contracting business.

From the above testimony, the Court finds that possession commenced in 1940, and passed from buyer to buyer up to the present time. This actual possession commenced about three years after Edward Green, the life tenant, became mentally incapacitated.

It is claimed that if adverse possession did not commence when the County bid in the property in 1933, it did commence when Mrs. Duvall purchased the property in 1935. The Court cannot agree. Adverse possession requires that the possession be actual, not fictitious, and the burden of establishing it is upon the one claiming it. White vs. Hardisty, supra. Bloodsworth vs. Murray, 138 Md., 631. In order to effect a decision by entry and occupation, the occupation must be of such nature and notoriety that the owner may be presumed to know that there actually is a possession of the land ad-

verse to his title, otherwise one may be disseized without his knowledge, and the statute of limitations may run against him while he has no reason to believe his seisin has been interrupted. Leake vs. Richardson, 103 S.E. 2d, 227. Mrs. Duvall exercised no such required possession until she rented the property to Mr. Truitt, in 1940. There is no evidence that she or her trustee were ever on the property. Mere color of title acquired by an invalid tax deed, in a nd of itself, cannot support a title by adverse possession. National Bank vs. Baker Hill Ivan Co., 19 So., 47. Morris vs. St. Louis National Bank, 29 Pac., 802.

As to the interest of the remaindermen, adverse possession cannot run against them until the death of the life tenant, as until that time the remaindermen have no right of entry. Greenbaum vs. Harrison, 132 Md., 34. Long vs. Long, 62 Md., 33, at 69. Preston vs. Evans, 56 Md., 476. Even though one may acquire a deed resulting from tax sale proceedings, unless the remaindermen were parties to the action for the recovery of taxes or foreclosure of a tax lien it is not effective against the remaindermen. Brashears vs. Collison, 207 Md., 339.

Even in the case of tenants in common, all of whom have right of immediate possession, notice to one is not notice to all. In the case of Re Swann's Estate, supra, which was decided under statutes pertaining to tax sales similar to that provided for Anne Arundel County in Article 2 of the 1930 Code of Public Local Laws, it was held that all owners must be notified, as the right to notice is not dependent upon a co-owner's occupation of the land. In such case a copy must be delivered to him elsewhere in the district, and only when he cannot be given such notice can the alternative method of posting notice on the propertybe used. (In the instant case, neither method of giving notice to anyone except Edward Green was used). No notice short of substantial compliance with the requirements of the law can amount to notice, or render effective and valid the proceedings based upon it.

It is also to be noted that the purpose of the publication of the Order

Nisi is to give the owners an opportunity to show cause as to why the sale should not be finally ratified as provided in the Order Nisi in this case, which reads as follows:

> "In the Matter of Tax Sale of Land of
> Edward Green
> In the Circuit Court for Anne Arundel
> County
> May 9, 1935
>
> Ordered, that the sale of the land in the Fourth Election District of Anne Arundel County, assessed to Edward Green, made and reported to C. Albert Hodges, Treasurer of said County, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 3rd day of June, next, provided a copy of this order be inserted in some newspaper published in said county once in each of three successive weeks before the 3rd day of June, 1935.
>
> The Report states the amount of sale to be $63.00.
>
> William Henry Forsythe,
> Judge Fifth Judicial Circuit
> of Maryland.
>
> True Copy, Test:
> Frank A. Munroe, Clerk"

The publication of the report of the amount of sale and the Order Nisi to show cause to ratification and confirmation of the sale, as above set out, is an integral part of the tax sale proceedings, and it cannot be claimed that an owner is notified of an opportunity to oppose the ratification of a sale unless the instrument, which in this case is the above Order of Court, is worded so as to give him the notice required. When this is not done, the owner is deprived of his opportunity to file exceptions and thereby renders the ratification void and of no effect.

For the above reasons this Court finds:

(a) That the tax sale proceedings known as Number 1687 Tax Sale in this Court are null and void.

(b) That the Deed dated July 2, 1935, from the late Treasurer and the County Commissioners of this County to James M. Munroe, Trustee, and all

deeds and conveyances devolving therefrom are hereby declared null and void.

(c) That Edward Green, one of the Defendants herein, has a life interest in the property which is the subject matter of these proceedings.

(d) That the Respondents, Counter-Claimants and Cross Respondents who have acquired an interest in said land as the heirs of law of Florence Virginia Pumphrey and William W. Pumphrey, her husband, are the owners of the remainder interest in said property as tenants in common.

There was no allegation in the Bill of Complaint filed by the Plaintiffs in these proceedings, and no prayer was offered regarding a lien on the property for the possible enhancement in the value of the land by improvements installed by the Plaintiffs or others. Some testimony was offered by them that they and their predecessors in title had made various improvements and paid necessary carrying expenses for the benefit of the property. Under these circumstances the Court feels that the Plaintiffs should be given thirty days to file their Petitions, if they so desire, claiming that they are entitled to a lien against said property for such enhancement of said property.

George Sachse
Judge

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LIBER 166 PAGE 530

REBECCA L. MESEKE, and another, Complainants and Cross-Respondents	*	NO. 15,035 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	
IVA L. REECHEL, and others, Respondents, Counter-Claimants and Cross-Respondents	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

DECREE

This cause standing ready for hearing and being submitted, testimony was taken, counsel were heard, and the proceedings were read and considered by the Circuit Court for Anne Arundel County.

It is thereupon this 22nd day of October in the year Nineteen Hundred Sixty-Five, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, and DECREED:

1. That the tax sale proceedings referred to in this cause, known as No. 1687 Tax Sales in the Circuit Court for Anne Arundel County, entitled "In the Matter of Tax Sale of Land of Edward Green," be and the same are hereby declared null and void.

2. That the deed referred to in this cause, dated July 2, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 136, folio 504, from C. Albert Hodges, Late Treasurer of Anne Arundel County and the County Commissioners of Anne Arundel County, to James M. Munroe, Trustee for the Estate of Ethel Brice Duvall, and all deeds and conveyances devolving therefrom, including the deed from Frankie Wilson, Trustee, to the Complainant and Cross-Respondent, Rebecca L. Meseke, dated June 22, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 942, folio 569, be and the same are hereby declared null and void.

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3. That the Respondent, Edward Green, is hereby declared to be the owner during the period of his natural life, and no longer of the property and land referred to and described in these proceedings, and the Respondents, Counter-Claimants, and Cross-Respondents, to wit, Thomas H. Pumphrey, Iva L. Reechel, Charles Wallace Moravec, Telitha Virginia Bachman, Aleora May Banknell, Jessie Marie Whaley, and Charles William Stocksdale, be and they are hereby declared to be the owners of the remainder interest in the said property and land, from and after the death of the said Edward Green, the said life tenant, (the said remainder interest to be held by the said remaindermen hereinbefore named in undivided moieties as tenants in common and by their respective heirs and assigns, in fee simple, in accordance with their respective undivided interests as the sole present living heirs at law of Florence Virginia Pumphrey and of William W. Pumphrey, her husband, both now deceased), all free and clear of any claims of ownership asserted by the Complainants and Cross-Respondents and of all persons claiming by, from, or under either of them, whether or not such persons have been named herein, all by virtue of and in accordance with the deed from the said Florence Virginia Pumphrey and William W. Pumphrey, her husband, to the said Edward Green, dated January 26, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10, folio 170.

4. That the said Complainants and Cross-Respondents, Rebecca L. Meseke and William E. Meseke, Jr., her husband, and all persons claiming by, from or under either of them be and they are hereby permanently, perpetually and forever enjoined from asserting any claims of ownership to or against any portion of the property referred to and described in these proceedings, or the rights and appurtenances thereto, by any action at law, in equity, or otherwise.

5. That the question of whether or not the Complainants and Cross-Respondents are entitled to a lien for the enhancement, if any, in the value of said land which is attributable to improvements which the Complainants and Cross-Respondents claim they have made in good faith and without knowledge of the title to said land owned by the said Edward Green and by the Respondents, Counter-Claimants and Cross-Respondents, remaindermen as aforesaid, if there be any such improvements, and the amount of such lien, if any, is hereby expressly reserved by the Court for determination subsequent to a further hearing, testimony, and oral and written arguments thereon, provided the said Complainants and Cross-Respondents, Rebecca L. Meseke and William E. Meseke, Jr., her husband, shall, prior to the expiration of thirty (30) days from the date this Decree shall become enrolled, file in these proceedings a Petition averring that they are entitled to a lien upon said land for the amount of such enhancement in value, the amount of their lien claim, and facts substantiating said lien claim. In the event the said Complainants and Cross-Respondents shall fail or decline to file such a Petition prior to the expiration of said thirty (30) days, for any reason, then, and in that event, the said Complainants and Cross-Respondents, and all persons claiming by, from, or under either of them, be and they are hereby permanently, perpetually, and forever enjoined from asserting or filing in these proceedings or in any other suit, action, or proceedings, whether at law or in equity, any said lien claim.

6. That the Complainants and Cross-Respondents shall pay the costs of these proceedings.

George Sachse

Judge

PETITION FOR FORECLOSURE

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

CLARENCE R. HUMMEL and WILLIE MAE HUMMEL, his wife

LIBER 166 PAGE 533

IN THE

CIRCUIT COURT

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

No. 17,055 Equity

To The Honorable, the Judge of said Court:

The petition of the plaintiff respectfully represents:

That on the 5th day of December, A. D. 1958, the defendant executed and delivered to Capital Savings and Loan Association, Inc. a mortgage upon certain fee simple property in the City of Baltimore, therein described, to secure the payment of the mortgage debt of $ 4,200.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1," and filed herewith as part of this petition.

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

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

And as in duty, &c.

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Paul Beall
Paul Beall *Attorney for Plaintiff*

Petitioner's Exhibit No. 1

Form 812

[DR.—CITY OR COUNTY]

LIBER 166 PAGE 534

LIBER 1260 PAGE 274

No. 17,055 Equity

Mortgage

THIS MORTGAGE, Made this fifth day of December, in the year Nineteen Hundred and Fifty-eight, by and between Clarence R. Hummel and Willie Mae Hummel, his wife,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Four Thousand Two Hundred Dollars ($ 4,200.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Four Thousand Two Hundred Dollars ($ 4,200.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Forty and 00/100 Dollars ($ 40.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of January, 19 59, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

BEING known and designated as Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), in Block Forty-one (41), as shown on a certain map entitled "Herald Harbor on the Severn" amended map of Section "C", Edward W. Digges, Civil Engineer, in November, 1924, said plat being recorded in Plat Book W.N.W. No. 3, folio 34, (now Caiinet 1, Rod L, Plat 4).

BEING the same lots of ground which, by deed dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, were granted and conveyed by James Spence and wife to the herein named Mortgagors.

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

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

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

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

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

AND the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid in any one year equals or exceeds twenty per centum (20%) of the original principal amount of the loan, ninety (90) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

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

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

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

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

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

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

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

WITNESS:

Antoinette M. Granese

Antoinette M. Granese

Roland S. Hall Sr.

Clarence R. Hummel (SEAL)
Clarence R. Hummel

Willie Mae Hummel (SEAL)
Willie Mae Hummel

(SEAL)

(SEAL)

LIBER 166 PAGE 537 LIBER 1260 PAGE 277

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 5th day of December , 19 58 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Clarence R. Hummel ~~and Willie Mae Hummel, his wife~~, one of

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

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

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

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 4, 1959

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 10 day of December, 1958, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Willie Mae Hummel, one of the above named Mortgagors, and she acknowledged the foregoing Mortgage to be her act.

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

Edward S. Hall, Sr.
Edward S. Hall, Sr. Notary Public

Rec'd for record Dec. 17 1958 at 11:36 A.M. My commission expires May 4, 1959.
11:00
Mailed to Kohlerman & Dumler

ANNE ARUNDEL COUNTY

Mortgage

32099

FROM

CLARENCE R. HUMMEL

AND WIFE

TO

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

1958 DEC 17 AM 10:36

NO 1260 FOLIO 277

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

File No. 11249-T

Property:

Lots 17 thru 22,
Block 41,
Herald Harbor on the Severn

Description approved

Execution approved

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

LIBER 166 PAGE 538

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

CLARENCE R. HUMMEL and WILLIE MAE HUMMEL, his wife

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~ OR ANNE ARUNDEL COUNTY

(IN EQUITY)

No. 17,055 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 CARL F. DOCKMAN, President of Capital Savings and Loan Association, Inc.,

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

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

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

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

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

Carl F. Dockman

Affiant. Carl F. Dockman

Subscribed and sworn to before me this 5th day of March 1965

Antoinette M. Graneese

Notary Public

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE M.D.

FILED 1965 MAR -8 AM 9:24

STATEMENT OF MORTGAGE CLAIM

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

CLARENCE R. HUMMEL and WILLIE MAE HUMMEL, his wife

IN THE

CIRCUIT COURT

FOR ~~YORK~~ OF ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,055 Eq.

LIBER 166 PAGE 539

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage dated December 5, 1958	$ 4,200.00
Less payments thereon	1,559.98
Balance as of February 28, 1965	2,640.02

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 5th 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 CARL F. DOCKMAN, President of Capital Savings and Loan Association, Inc.,

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

My commission expires May 3, 1965

As witness my hand and Notarial Seal,

Helena Reymann

Helena Reymann *Notary Public.*

FILED 1965 MAR -8 AM 9:24

LIBER 166 PAGE 540

DECREE FOR SALE OF MORTGAGE PREMISES

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

CLARENCE R. HUMMEL and WILLIE MAE HUMMEL, his wife

IN THE

CIRCUIT COURT

FOR ~~OF~~ ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~

(IN EQUITY)

No. 17,055 Equity

TERM, 19

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

It, is, Thereupon, This 9th day of March, in the year nineteen hundred and sixty-five, by the Circuit Court for Anne Arundel County, in Equity, ~~of Baltimore City,~~ **ADJUDGED, ORDERED and DECREED,** that the Mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Paul Beall and James H. Whitney be and they are hereby appointed **Trustees** to make said sale, and that the course and manner of their proceedings shall be as follows: They shall file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises: They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such ~~daily~~ weekly newspaper or newspapers published in Anne Arundel County, ~~the City of Baltimore,~~ as they shall think proper, of the time, place, manner and terms of sale, which shall be cash, deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by the Court, the credit payment to bear interest from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Petitioner and Mortgagor and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust; provided, that before the sale herein before decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

O Brian Duckett

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1965 MAR 10 AM 11:39

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Equity Docket 22 folio 43
Case No. 17055

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

LIBER 13 PAGE 155

Bond Number 78 62 520

No. 17,055 Equity

LIBER 163 PAGE 541

KNOW ALL MEN BY THESE PRESENTS:

That we, Paul Beall and James H. Whitney, 1406 Fidelity Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand and 00/100 ($5,000.00)---------- 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 4th day of May in the year of our Lord one thousand nine hundred and Sixty-five

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

mentioned in the proceedings in the case of Capital Savings & Loan Association, Inc.

vs.

Clarence R. Hummel & Willie Mae Hummel, (his wife)

now pending in said Court:

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

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

Signed, sealed and delivered in the presence of:

Antoinette M. Brasee

Paul Beall (SEAL)

James H. Whitney (SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Joann Cituk *As to Surety*
Joann Cituk

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

Bond approved this 6th day of May, 19 65

Louis N. Phipps, Clerk

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

FILED

1965 MAY -6 AM 9:41

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC. LIBER 166 PAGE 542

vs.

CLARENCE R. HUMMEL and

WILLIE MAE HUMMEL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(IN EQUITY)

Case No. 17055

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 11th Day of May, 1965

Alexander Cooper
Notary Public

ALEXANDER COOPER NOTARY PUBLIC BALTIMORE, MD.

FILED

1965 MAY 13 AM 10:57

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS

CLARENCE R. HUMMEL and

WILLIE MAE HUMMEL, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

(In Equity)
Case No. 17055

BEALL, WHITNEY
AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

HERALD HARBOR
ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (in Equity), Case No. 17055, the undersigned Trustees

premises, on

TUESDAY, THE 11TH DAY OF MAY, 1965, AT 3:00 O'CLOCK P.M.

All those lots of ground and improvements thereon situate in Anne Arundel County and described as follows:

BEING known and designated as Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), in Block Forty-one (41), as shown on a certain map entitled "Herald Harbor on the Severn" amended map of Section "C", Edward W. Digges, Civil Engineer, in November, 1924, said plat being recorded in Plat Book W.N.W. No. 3, folio 34, said property is located on the west side of Dogwood Trail at the distance of two hundred feet south of Magnolia Trail and fronting southerly on the west side of Dogwood Trail one hundred fifty feet, with an even depth westerly of one hundred feet, and improved by a FRAME DWELLING.

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

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

PAUL BEALL
JAMES H. WHITNEY
Trustees
ALEX COOPER, INC.
Auctioneers
212 N. Calvert St.
Balto. 2, Md.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 11th day of May 1965, sold the property described in the attached advertisement of sale at and for the sum of$ 2700.00 to Charles F. Lous, Vice Pres Capital Sav & Loan 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 11th day of May 1965, purchased the property described in the attached advertisement of sale from Paul Beall, and James H. Whitney, Trustees at and for the sum of $ 2700.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Capital Sav & L. Assn Inc
Purchaser
Charles F. Lous - V Pres

FILED

1965 MAY 13 AM 10:57

REPORT OF SALE

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

vs.

CLARENCE R. HUMMEL and WILLIE MAE HUMMEL, his wife

IN THE

CIRCUIT COURT

FOR
—~~OR~~—
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
(IN EQUITY)
Case No. 17055

LIBER 166 PAGE 544

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

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

Trustee s appointed by the decree in the above entitled cause, to make sale of fee simple property known as Lots 17 to 22, inclusive, Block 41, Herald Harbor on the Severn, Amended Plat of Section "C",
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 Maryland Gazette, a weekly

Anne Arundel County

~~daily~~ newspaper published in ~~Baltimore City~~ for more than three successive weeks preceding the day of sale, said Trustee s did pursuant to said notice on Tuesday the eleventh day of May, 1965, at three o'clock P.M. attend on the premises and then and there sold the aforesaid fee simple property to Capital Savings and Loan Association, Inc., at and for the sum of Two Thousand Seven Hundred Dollars ($2,700.00), they having offered the highest price therefor.

Paul Beall

James H. Whitney

Trustees

FILED
1965 MAY 13 AM 10:56

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this twelfth day of May, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared PAUL BEALL and JAMES H. WHITNEY,

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

As witness my hand and Notarial Seal,

My commission expires July 1, 1965

Helena Reymann *Notary Public.*

ORDER NISI

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

CLARENCE R. HUMMEL AND WILLIE MAE HUMMEL, his wife

LIBER 166 PAGE 545

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 17,055 Equity

Ordered, this 13th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $2,700.00

Louis N. Phipps Clerk.

True Copy,
(Paul Beall and James H. Whitney, Trustees)

TEST: Maryland Gazette (May 20th Edition) Clerk.

(Final Order)

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

versus

CLARENCE R. HUMMEL AND WILLIE MAE HUMMEL, his wife

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 Sachse
JUDGE.

FILED
1965 JUN 22 PM 4:12

13

BEALL, WHITE AND DUMLER
Solicitors
1406 Fidelity Building
Baltimore, Maryland 21201

Trustee's Sale

OF VALUABLE FEE SIMPLE PROPERTY

HERALD HARBOR
ANNE ARUNDEL COUNTY

By virtue of a Decree of the Circuit Court for Anne Arundel County (in Equity), Case No. 17055, the undersigned Trustees will sell at public auction on the premises, on

TUESDAY, THE 11TH DAY OF MAY, 1965, AT 3:00 O'CLOCK P.M.

All those lots of ground and improvements thereon situate in Anne Arundel County and described as follows:

BEING known and designated as Lots Numbered Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), in Block Forty-one (41), as shown on a certain map entitled "Herald Harbor on the Severn", amended map of Section "C", Edward W. Digges, Civil Engineer, in November, 1924, said plat being recorded in Plat Book W.N.W. No. 3, folio 34, said property is located on the west side of Dogwood Trail at the distance of two hundred feet south of Magnolia Trail and fronting southerly on the west side of Dogwood Trail one hundred fifty feet, with an even depth westerly of one hundred feet, and improved by a FRAME DWELLING.

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

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

PAUL BEALL
JAMES H. WHITNEY
Trustees
ALEX COOPER, INC.
Auctioneers
212 N. Calvert St.
Balto. 2, Md.

M-6

14 No

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

LIBER 166 PAGE 546

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1965

We hereby certify, that the annexed

Trustee's Sale

Case No. 17,055

Herald Harbor,

A. A. County

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 11th day of May, 1965. The first insertion being made the 15th day of

~~APPLIED~~ FILED, 1965.

1965 MAY 19 PM 1:38

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 17,055 Equity

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.
versus
CLARENCE R. HUMMEL and WILLIE MAE HUMMEL, his wife

Ordered, this 13th day of May, 1965, That the sale of the property in these proceedings mentioned made and reported by Paul Beall and James H. Whitney, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $2,700.00.

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 166 PAGE 547

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1965

We hereby certify, that the annexed Order Nisi Sale Eq 17,055 Clarence R. Hummel

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 14 AM 7:53

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

15 No. M.G. 9271

LIBER 166 PAGE 548

In the Case of

CAPITAL SAVINGS AND LOAN ASSOCIATION, INC.

VS.

CLARENCE R. HUMMEL, ET UX

In the

Circuit Court

For

Anne Arundel County

No. 17,055 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 19 AM 10:09

FILED

All of which is respectfully submitted.

Arthur A. Anderson Jr.
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.

Lorenz N. Phipps
Clerk
Per: C. B. Tollevik, deputy

FILED

1965 SEP -7 PM 1:23

16

Dr. Mortgaged Real Estate of Clarence R. Hummel and
Willie Mae Hummel, his wife

LIBER 166 PAGE 549

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

Cr.

By	Amount of sale as per Trustees' Report						
	of Sale filed			2,700	00		
By	Interest 6% on deferred payment						
	$2,200.00 from 5/11/65 to 6/23/65			18	90		
						2,718	90
To	Trustees for fee, viz	75	00				
To	Trustees for commission, viz	112	50				
				187	50		
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	95	52				
	Fidelity & Deposit Co. of Maryland - bond	20	00				
	Alex Cooper Auctioneers, Inc. - fee	25	00				
	Adjustment, taxes from 1/1/65 to 5/11/65	35	93				
				176	45		
To	Capital Savings & Loan Assoc., Inc.,						
	Mortgagee, on account of mortgage claim	2,281	95				
				2,281	95		
						2,718	90
	Balance due on mortgage as per mortgage						
	claim filed	2,640	02				
	Interest 6% thereon from 3/1/65 to 9/3/65	81	84				
		2,721	86				
	Credit amount allowed above	2,281	95				
	This amount subject to decree in personam	439	91				

JOSEPH WILK, SR.
700 Cedar Avenue
Glen Burnie, Maryland
Complainant

LIBER 166 : PAGE 550

VS.

PAUL J. ZITEK and
NORMA J. ZITEK, his wife
Co. A, 54th Signal Battalion
U. S. Army Garrison 4005
Fort Hood, Texas

Respondents

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

NO. 16,043 IN EQUITY

..ooOco..

PETITION FOR THE SALE OF PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Complainant respectfully shows:

1. That on the 23rd day of November, 1959, Respondents as Buyers, entered into a Land Installment Contract with Complainant as Seller wherein the said Buyers assented to the passing of a Decree for the sale of said property to take place at any time after default by the Buyers in abiding by and performing all the terms, conditions and obligations set forth in said contract, all of which will appear by reference to said Land Installment Contract hereinbefore filed as "Exhibit No. 1" in this cause.

2. That default has occurred in that Buyers have not complied with the terms, conditions and obligations of the contract, to wit: Buyers have rented the premises to others without first obtaining written consent of the Seller and/or have assigned or transferred the contract without the written consent of the Seller.

3. That statutory notice of the default was sent by Seller to Buyers by certified mail on April 30, 1963, copy of said letter and return receipt having been hereinbefore filed as "Exhibit NO. 2" in this cause.

4. Wherefore your Petitioner prays that a Decree may be passed for the sale of said property in accordance with the terms of the said Land Installment Contract.

AND AS IN DUTY BOUND, ETC.

Joseph Wilk, Sr.
Joseph Wilk, Sr. Complainant

Bruce C. Williams
Bruce C. Williams
Professional Building
Severna Park, Maryland
647-4944
Attorney for Complainant

FILED
1963 DEC 17 AM 11:24

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

Standard Land Installment Contract

Approved by Real Estate Board of Baltimore

Equity No 16043

This Agreement of Sale, made this 23rd day of November 19 59, between Joseph Wilk of St. Petersburg, Florida, who resides at 2300 Coffee Pot Blvd., St. Pettersburg, 4, Fla. and whose post-office address is, Paul J. Zitek and Norma J. Zitek, his wife Seller, and 6027 LocustAVE. who resides at and whose post-office address is 6027 Locust Ave., Glen Burnie, Maryland, Buyer

LIBER 166 PAGE 551

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, and being known as Lot No. 41, Plat 2 of Addition to Harris Heights, also known as 6027 Locust Avenue.

at and for the cash price of $ 9,500.00

Fees and other charges, if any $ —

Insurance, covering loss by fire, and extended coverage

in the amount of $ 9,000.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires

Total Purchase Price $ 9,500.00

Paid on account by Buyer $ 500.00

Principal balance owed by Buyer $ 9,000.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) ~~c/o Edw. M. Dunn, Jr., 504 Crain Highway, NW, Glen Burnie, Md.~~

in consecutive (monthly) ~~(weekly)~~ installments of $ 90.00 each, which shall severally become due and payable on the 23rd day of each and every (month) ~~(week)~~ beginning with the first installment due on the 23rd day of November, 19 59.

Interest at 6 % per annum on present unpaid balance of purchase price $ 9,000.00

Annual Ground Rent (if any) $ none

Present Annual Taxes $ 100.64

Estimated Annual Water Rent $ —

Insurance Premiums unknown at present time $

Other Public Charges, as follows: $ —

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract Pltffs' Exhibit No. 1

No. 16043 Equity

1953 DEC 17 PM 11:24

It is understood and agreed that, at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of , at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Witness in duplicate the hands and seals of the parties hereto the day and year first above written.

NOTICE TO BUYER

You are entitled to a copy of this contract at the time you sign it.

Frank Obuhanich ..... Joseph Wilk ..... (SEAL)
Witness — Seller's Signature

.... (SEAL)
Witness — Seller's Signature

Date signed by Seller..... 19.....

William W. Schwatka ..... Paul J. Zitek ..... (SEAL)
Witness — Buyer's Signature

Margaret Sara Schwatka ..... Norma J. Zitek ..... (SEAL)
Witness — Buyer's Signature

Date signed by Buyer 23 November 1959

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this

23 day of November 1959

William W. Schwatka ..... Paul J. Zitek ..... Buyer
WITNESS

Margaret Sara Schwatka ..... Norma J. Zitek ..... Buyer
WITNESS

3.

Equity No. 16,043

WORLD IMPORT-EXPORT CO.

JOSEPH WILK, Sr., Owner

~~MAYPOSS, GEORGIA~~

700 Cedar Ave.
Glen Burnie, Maryland
April 30, 1963

LIBER 160 PAGE 553

Paul J. Zitek & Norma J. Zitek
Sgt. Paul J. Zitek
U.S.Army Garrison 4005
Fort Hood, Texas

Dear Mr. & Mrs. Zitek,

I have tried to contact you by mail on several occassions concerning the property you purchased from me on contract of sale. Lot No 41, plat 2, Addition to Harris Heights, also known as 6027 Locust Ave., Glen Burnie, Maryland.

My letters were ignored.

The payments made on your behalf by Mr. Gilbert have been coming in late, Jan. payment received Mar. 1, . no April payment.

I instructed Mr. Gilbert that there would be a late charge for all late payments of $5.00, He now has informed me that I am not entitled to a late charge, so I am deducting these charges.

You did not confer with me the transfer of your contract of sale nor did you give me any details of what you did with the property or who you rented it to.

The contract specifies that you are not to rent the property nor asign the contract of sale without my written permision.

I have just moved back to Maryland, fortunately,

I find that your tennants have done considerable excavating beneath the house, endangering the support of the building.

I cannot condone all of these violations of the contract you signed with me, nor can I take a risk of damage to my property.

This is a notice requesting payment in full for the balance owed on your contract, Thirty days from date of this letter.

Your balance withinterest to May 23,1963 is ~~$7798.81~~ $7798.81,.

If this request is not complied with, legal action will be taken in thirty days.

Very truly yours

Joseph Wilk, Sr.

Joseph Wilk, Sr.

Pltffs'. Exhibit No. 5

No. 16,043 Equity

FILED

1963 DEC 17 P 11:2

4

No. 740357

3811 Sent 5-25-63 Bal

RECEIPT FOR CERTIFIED MAIL—20¢

SENT TO: Sgt Paul J Zitek

STREET AND NO.: U S Army Garrison Hqs

CITY AND STATE: Fort Hood, Texas

POSTMARK OR DATE: GLEN BURNIE APR 29 1963 MD.

If you want a return receipt, check which ☐ 10¢ shows to whom and when delivered ☑ 35¢ shows to whom, when, and address where delivered

If you want restricted delivery, check here ☐ 50¢ fee

FEES ADDITIONAL TO 20¢ FEE

POD Form 3800 Oct. 1960 CAUTION—NOT FOR INTERNATIONAL MAIL (See other side)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in): Paul J. Zitek

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY:

DATE DELIVERED: 18 MAY 63

ADDRESS WHERE DELIVERED (Only if requested in item 4A): CO "A" 54TH 516 BN FORT HOOD, TEXAS

GPO : 1958 OF—453675

JOSEPH WILK, SR.	:	IN THE
VS	LIBER 166 PAGE 554	CIRCUIT COURT
PAUL J. ZITEK and	:	FOR
NORMA J. ZITEK, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 16,043 IN EQUITY

..ooOoo..

STATEMENT OF CLAIM

Original Contract Price, November 23, 1959	$9,500.00
Less: Down Payment	500.00
	9,000.00
Less payments received from Buyers: 27 payments @ $90.00 and 14 @ $93.60	3,740.40
	5,259.60
Plus interest from date of contract through November, 1963	2,696.52
Plus expenses paid by Seller on Buyers' account:	
Taxes through December 31, 1963:	562.23
Insurance	124.24
Amount due from Buyers	$8,042.59

Subscribed and sworn to this 17th day of December, 1963.

Joseph Wilk, Sr.
Joseph Wilk, Sr.

I hereby certify that on this 17th day of December, 1963, personally appeared Joseph Wilk, Sr., complainant in this cause, and made oath in due form of law that the figures contained herein are true and correct to the best of his knowledge and belief and truly set forth the balance due as of November 30, 1963.

Bruce C. Williams
Notary Public

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

5

FILED

1963 DEC 17 AM 11:24

JOSEPH WILK, SR. LIBER 166 PAGE 555 IN THE

VS : CIRCUIT COURT

PAUL J. ZITEK and : FOR

NORMA J. ZITEK, his wife : ANNE ARUNDEL COUNTY

: NO. 16,043 IN EQUITY

..ooOoo..

PETITION AND ORDER TO APPOINT ATTORNEY TO REPRESENT RESPONDENTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Complainant respectfully represents:

1. That one of the Respondents, Paul J. Zitek, is on active duty in the military service, to wit: Co. A, 54th Signal Battalion, U. S. Army Garrison 4005, Fort Hood, Texas.

2. That Complainant hereby makes application to the Court to appoint an attorney to represent Respondents pursuant to the provisions of the Soldiers' and Sailors' Civil Relief Act of 1940 so that their interests may be protected.

3. That a reasonable fee be paid to said attorney and be assessed as costs in this case.

AND AS IN DUTY BOUND, ETC.

Joseph Wilk, Sr.
Joseph Wilk, Sr. Complainant

Bruce C. Williams
Bruce C. Williams
Professional Building
Severna Park, Maryland
647-4944

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O R D E R

The petition of Complainant having been read and considered, it is this 18th day of December, 1963, by the Circuit Court for Anne Arundel County,

ORDERED that C. Osborne Linvall Esq., be and he is hereby appointed to represent Respondents, Paul J. Zitek and Norma J. Zitek in this cause and

IT IS FURTHER ORDERED that C Osborne Linvall Esq., be paid a reasonable fee for his services upon application to this Court at the conclusion of the case and that said fee shall be assessed as a cost of this proceeding.

George Sachse
J U D G E

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BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

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JOSEPH WILK, SR.

VS.

PAUL J. ZITEK and

NORMA J. ZITEK, his wife

LIBER 166 PAGE 556

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 16,043 IN EQUITY

..ooOoo..

DECREE

The Petition for Sale and other proceedings in the above cause having been submitted and the proceedings therein being read and considered, it is thereupon this 20th day of December, 1963, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the property described in the Land Installment contract in these proceedings mentioned, be sold; that Bruce C. Williams, Esq., Solicitor for Complainant, 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 eight thousand Dollars ($8000.00), conditioned for the faithful performance of the trust reposed in him by any future decree or order in the premises. He shall then proceed to make the said sale, having first given at least three (3) weeks notice by advertisement inserted in such newspaper of general circulation in Anne Arundel County as he shall think proper, of the time,place, manner and terms of the sale, the balance to be paid on ratification of sale with interest at 6% per annum from the day of sale, or all cash at the option of buyer, and as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of his proceedings relative to the sale, with affidavit annexed asserting the truth thereof and of the fairness of said sale and obtain the Court's ratification of the sale and the payment of the real purchase money (and not before) the said Bruce C. Williams, Esq., 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 or estate to him, her or them, a good, free, clear title, discharged from all claims of the parties hereto, Joseph Wilk, Sr., Seller, Paul

Filed Dec 20 1963

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

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J. Zitek and Norma J. Zitek, his wife, Buyers, and Bruce C. Williams, Esq., Trustee and those claiming from, by or under them. And the said Bruce C. Williams, Trustee, shall bring into Court the money arising from said sale to be distributed under the direction of this Court after deducting all expenses incident to said sale, including the cost of this suit, and such commission to the said Bruce C. Williams, Trustee, as this Court shall think proper to allow, considering the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

O Bowie Duckett

JUDGE

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

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DEC 23 9:49

LIBER 166 PAGE 558

JOSEPH WILK, SR.	*	NO. 16,043 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
PAUL J. ZITEK and NORMA J. ZITEK, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * * *

ANSWER TO PETITION FOR SALE OF PROPERTY

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Paul J. Zitek and Norma J. Zitek, his wife, by C. Osborne Duvall, their Solicitor, to the Petition for the Sale of Property filed in these proceedings, respectfully, represents unto your Honors:

1. That they admit the execution of the Land Installment Contract mentioned in paragraph one (1) of the Petition for the Sale of Property.

2. That the Defendants deny that the default has occurred under the terms of the aforesaid contract.

3. In answering paragraph three (3) of the said Petition the Defendants aver that the Seller has accepted payments on account of the contract, as provided therein after notice of an alleged default was sent to the Defendants by the Plaintiff as alleged in paragraph three (3).

4. Further answering the aforesaid Petition for Sale of Property that the Plaintiff has repeatedly refused to furnish to the Defendants the statement required by the Land Installment Sales Act although repeated demands have been made for the same in order that the Defendants can purchase the property outright as

provided by the Land Installment Sales Act and further that the Plaintiff willfully and wrongly retains payments made under the contract mentioned in these proceedings to the amount in excess of Six Hundred and Fifty Five Dollars ($655.00) and refuses to cash the checks representing said payments although demands have been made on the Plaintiff to do so.

5. Further answering the Petition for the Sale of Property filed in these proceedings, the Defendants aver that the Plaintiff accepted payments under the aforesaid contract after the notice mentioned in paragraph three (3) of said Petition was sent to the Defendant and that the acceptance of payments constituted a waiver by the Plaintiff and that as alleged aforesaid the contract is not now in default and the Defendants are entitled to have a full, complete and accurate statement submitted to them by the Plaintiff as required by Section 114, Article 21, Annotated Code of Maryland, (1957).

WHEREFORE having fully answered the Petition, the Defendants pray:

(a) That the Plaintiff be required to convey the property mentioned in the Land Installment Contract to the Defendants or their assignees by good and merchantable title after the Plaintiff has complied with the provisions of Section 114, Article 21, Annotated Code of Maryland (1957) or in the alternative, that the Court appoint a Trustee to convey the property mentioned in the Land Installment Contract which is the subject of these proceedings to the Defendants or their assigns all the right, title and interest of the Plaintiff and those claiming by or through him upon payment of the proper amount as found by the Court to be due the Plaintiff to the Trustee by the Defendants or their assigns.

10

(b) That the Plaintiff be required to pay the costs of these proceedings.

AND as in duty bound, etc.

C. Osborne Duvall
77 Franklin Street
Annapolis, Maryland
Phone: COlonial 7-7200
Solicitor for Defendants

I HEREBY CERTIFY that I have mailed a copy of the aforegoing Answer to Petition For Sale of Property, postage prepaid, this 27th day of January, 1964, to Bruce C. Williams, Esq., Professional Building, Severna Pakr, Maryland, Solicitor for Plaintiff.

Solicitor for Defendants

JOSEPH WILK, SR.	LIBER 166 PAGE 561	NO. 16,043 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
PAUL J. ZITEK and NORMA J. ZITEK, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * *

PETITION TO RESCIND DECREE
AND ORDER OF COURT THEREON

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Paul J. Zitek and Norma J. Zitek, his wife, by C. Osborne Duvall, their Solicitor, respectfully represents unto your Honors:

1. That by Decree of this Court passed December 20, 1963, Bruce C. Williams, Esq. was appointed Trustee to make sale of the property mentioned in these proceedings, all of which will more fully appear by reference to the Decree filed herein.

2. That the Court on December 18, 1963 appointed C. Osborne Duvall, Esq., as Solicitor for the Defendants pursuant to the requirements of the Soldiers' and Sailors Civil Relief Act of 1940.

3. That the Defendants have meritorius defense to the Petition for the sale of the property filed by the Plaintiff in these proceedings as will more fully appear by the Answer to Petition for Sale of Property filed by the Defendants simultaneously with this Petition.

4. That no Decree for the sale of this property should be passed until a full and complete hearing in this matter is

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afforded the Defendants before this Court.

5. That the Defendants are ready, willing and able to proceed with the hearing on the merits of this matter at such time as the Court may set the same for hearing.

WHEREFORE the Defendants pray that an Order be passed by this Honorable Court rescinding the Decree of December 20, 1963.

AND as in duty bound, etc.

Solicitor for Defendants

I HEREBY CERTIFY that I have mailed, postage prepaid, a copy of the aforegoing Petition to Rescind Decree and Order of Court Thereon, this 27th day of January, 1964, to Bruce C. Williams, Esq., Professional Building, Severna Park, Maryland, Solicitor for Plaintiff.

Solicitor for Defendants

JOSEPH WILK, SR. LIBER 166 PAGE 563 NO. 16, 043 EQUITY

Plaintiff * IN THE

VS * CIRCUIT COURT

PAUL J. ZITEK and NORMA J. ZITEK, his wife * FOR

Defendants * ANNE ARUNDEL COUNTY

* * * * * *

ORDER OF COURT

* * * * * *

Upon the aforegoing Petition it is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 28 day of January, 1964, that the Decree heretofore passed on December 20, 1963, for the sale of the property mentioned in these proceedings be, and the same is hereby, rescinded unless cause to the contrary be shown on or before the 25 day of February, 1964; provided a copy of this Order be mailed by the Clerk of this Court to the Solicitor for the Plaintiff on or before the 11th day of February, 1964.

D Bruce Dunkum

Judge

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)

Bruce C Williams

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED	SHOW WHERE DELIVERED (only if requested)
1/29/64	284 c-6

C83—16—71548-5—F GPO

REGISTERED NO. 4517

Value $ NV Spec. del'y fee $

Fee $ .60 Ret. receipt fee $ .10

Surcharge $ Rest. del'y fee $

Postage $ .5 ☐ Airmail

POSTMARK ANNAPOLIS MD JAN 28 1964

Postmaster, By

From Louis W Phipps Clerk Circuit Court

To Bruce C Williams Esq. Professional Bldg. Severna Park Md

—Oct. 1960 c48—16—70403-5

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LIBER 166 PAGE 564

JOSEPH WILK, SR.	*	NO. 16,043 EQUITY
Plaintiff	*	IN THE
VS	*	CIRCUIT COURT
PAUL J. ZITEK and NORMA J. ZITEK, his wife	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * *

INTERROGATORIES

* * * * *

TO: Joseph Wilk, Sr., Plaintiff

BY: Paul J. Zitek and Norma J. Zitek, his wife, Defendants.

You are requested to answer the following Interrogatories:

(a) These Interrogatories are continuing in character, so as to require you to file Supplementary Answers if you obtain further or different information before trial.

(b) Where the name or identity of person is requested, please state full name, home address, and also business address, if known.

(c) Unless otherwise indicated, these Interrogatories refer to the time, place and circumstances of the occurrence mentioned or complained of in the Pleadings.

(d) Where knowledge or information or possession of a party is requested, such request includes knowledge of the parties agents, representatives and, unless privileged, his attorneys.

(e) The pronoun " you " refers to the party to whom these Interrogatories are addressed, and the persons mentioned

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in clause (d).

1. State the date, amount of payment, amount credited to principal and amount credited to interest of all payments received by you after November 23, 1959 on account of the property known as Lot 41, Plat 2 of Addition to Harris Heights, the improvements being known as 6027 Locust Avenue.

2. State the date, the amount and the person, firm, or corporation to whom all payments for insurance on the above described property was made subsequent to November 23, 1959.

3. State the date of payment and the amount of State and County Taxes paid for the above described property subsequent to November 23, 1959.

4. Did you sign a paper on September 5, 1962, authorizing the assignment of the Land Installment Contract dated November 23, 1959, executed between you and the Defendants, Paul J. Zitek and Norma J. Zitek, his wife.

5. State the date, amount and person, firm or corporation to whom payment was made for any other charges you claim to have been made by you under the terms of the aforementioned Contract.

6. Give your marital status and, if married, the name and age of your spouse and the date of your marriage.

Solicitor for Defendants
C. Osborne Duvall
77 Franklin Street
Annapolis, Maryland
Phone: COlonial 7-7200

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I HEREBY CERTIFY that I have mailed, postage prepaid, a copy of the aforegoing Interrogatories, this 19th day of February, 1964, to Bruce C. Williams, Esq., Professional Building, Severna Park, Maryland, Solicitor for Plaintiff.

Solicitor for Defendants

LIBER 166 PAGE 567

JOSEPH WILK, SR.	:	IN THE
Plaintiff	:	CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
PAUL J. ZITEK and NORMA J. ZITEK, his wife	:	NO. 16,043 IN EQUITY

..ooOoo..

ANSWER OF PLAINTIFF TO ORDER TO SHOW CAUSE AND MOTION TO DISMISS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

For answer to the order to show cause entered herein on January 28, 1964 Joseph Wilk, Sr., plaintiff, by his attorney Bruce C. Williams, says:

1. That the Land Installment Contract dated November 23, 1959, heretofore filed in these proceedings, is in default in that defendants purported to assign the contract to Thomas V. Frederick and Mary V. Frederick, his wife, on September 17, 1962, without first obtaining the unconditional written consent of plaintiff as required by the terms and conditions of the contract.

2. That the contract provides that "failure of Buyer to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall:...entitle the Seller to make a sale of the property..." The contract further contains Buyer's assent to the passing of a decree by the Circuit Court for the County in which the property is located.

WHEREFORE plaintiff asserts that he is entitled to have the decree for the sale of the property passed herein on December 20, 1963 remain in full force and effect for the reasons set forth herein and respectfully requests that this Honorable Court dismiss defendants' petition to rescind the decree.

Bruce C. Williams

Bruce C. Williams
Professional Building
Severna Park, Maryland
647-4944

I HEREBY CERTIFY that on this 20th day of February, 1964, a copy of the within answer and motion was sent by ordinary mail to C. Osborne Duvall, Esq., 77 Franklin Street, Annapolis, Maryland.

Bruce C. Williams

Bruce C. Williams

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BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

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JOSEPH WILK, SR. LIBER 166 PAGE 568 IN THE

Plaintiff : CIRCUIT COURT

vs. : FOR

: ANNE ARUNDEL COUNTY

PAUL J. ZITEK and
NORMA J. ZITEK, his wife :

NO. 16,043 EQUITY

Defendants :

:

..ooOoo..

ANSWERS TO INTERROGATORIES

Now comes Joseph Wilk, Sr., plaintiff, and in response to the interrogatories propounded of him by defendants, Paul J. Zitek and Norma J. Zitek, answer under oath in accordance with the Maryland Rules of Procedure as follows:

1. DATE	AMOUNT OF PAYMENT	AMOUNT CREDITED TO PRINCIPAL	AMOUNT CREDITED TO INTEREST
Nov. 24, 1959	$90.00	$29.89	$45.11
Dec. 15, 1959	90.00	30.14	44.86
Jan. 26, 1960	90.00	30.19	44.81
Feb. 9, 1960	90.00	30.40	44.60
Mar. 17, 1960	90.00	30.49	44.51
Apr. 17, 1960	90.00	30.45	44.55
May , 1960	90.00	30.49	44.51
Jun. , 1960	90.00	30.64	44.36
Jul. , 1960	90.00	30.80	44.20
Aug. , 1960	90.00	31.00	44.00
Sep. 16, 1960	90.00	31.11	43.89
Oct. 21, 1960	90.00	31.26	43.74
Nov. 21, 1960	90.00	31.42	43.58
Dec. 24, 1960	90.00	31.58	43.42
Jan. 20, 1961	90.00	31.73	43.27
Feb. 22, 1961	90.00	31.89	43.11
Mar. 22, 1961	90.00	32.05	42.95
Apr. 20, 1961	90.00	32.05	42.95
May 30, 1961	90.00	32.21	42.79
Jun. 19, 1961	90.00	32.37	42.63
Jul. 25, 1961	90.00	32.54	42.46
Aug. 28, 1961	90.00	32.70	42.30
Sep. 17, 1961	90.00	32.86	42.14
Oct. 20, 1961	90.00	33.03	41.97
Nov. 22, 1961	90.00	33.19	41.81
Dec. 23, 1961	90.00	33.36	41.64
Jan. 19, 1962	90.00	33.52	41.48
Feb. 19, 1962	93.60	33.69	41.31
Mar. 19, 1962	93.60	33.83	41.17
Apr. , 1962	93.60	34.00	41.00
May 23, 1962	93.60	34.17	40.83
Jun. 21, 1962	93.60	34.35	40.65
Jul. 25, 1962	93.60	34.52	40.48
Aug. 22, 1962	93.60	34.69	40.31
Sep. 19, 1962	93.60	34.87	40.13
Nov. 2, 1962	93.60	35.04	39.96
Nov. 23, 1962	93.60	35.04	39.96
Dec. 25, 1962	93.60	35.37	39.63

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

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Feb. 28, 1963	93.60	35.54	39.46
Feb. , 1963	-----	-----	39.31
Mar. 5, 1963	93.60	35.38	39.62
Apr. 5, 1963	93.60	35.53	39.47

Plaintiff also received an additional six (6) checks from Mr. E. L. Gilbert in the total amount of $655.20, which plaintiff says he was advised by counsel not to cash and which he treated as unaccepted payments and therefore were not credited to the Zitek account.

2. Payments were made by The Capital Building and Loan Association on account of Joseph Wilk, Sr. and Paul J. Zitek and Norma J. Zitek, his wife, as their interests may appear, to John G. Rolker, Inc. for insurance on the subject property as follows:

March 16, 1960	$31.20
March 13, 1961	84.24
February 20, 1964	32.80

The dates mentioned are those on which plaintiff's mortgage account book with The Capital Building and Loan Association shows the above payments were charged to plaintiff's account but the dates are not necessarily those on which the payment was actually made.

3. May, 17, 1960 $111.98
March 13, 1961 112.51
April 13, 1962 155.28
March 15, 1963 161.28

The dates mentioned are those on which plaintiff's mortgage account book with The Capital Building and Loan Association shows the above payments were charged to plaintiff's account but the dates are not necessarily those on which the taxes were actually paid to the County Treasurer.

4. No

5. None

6. (a) Plaintiff excepts to defendants' Interrogatory Number 6, to wit: "Give your marital status and, if married, the name and age of your spouse and the date of your marriage."

(b) The reason for the exception is that the question is irrelevant, immaterial and not pertinent to the above-entitled case.

Bruce C. Williams
Bruce C. Williams
Attorney for Plaintiff

Joseph Wilk, Sr.
Joseph Wilk, Sr. Plaintiff

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of February, 1964 before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Boseph Wilk, Sr., plaintiff, and made oath in due form of law that the statements and answers contained herein are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Bruce C. Williams
Bruce C. Williams

My commission expires May 3, 1965

I HEREBY CERTIFY that on this 28th day of February, 1964, a copy of the aforegoing answers to interrogatories was mailed to C. Osborne Duvall, 77 Franklin Street, Annapolis, Maryland, Attorney for defendants.

Bruce C. Williams
Bruce C. Williams

BRUCE C. WILLIAMS
ATTORNEY AT LAW
PROFESSIONAL BUILDING
SEVERNA PARK, MD.

LIBER 166 PAGE 571

JOSEPH WILK, SR.

VS.

PAUL J. ZITEK, ET UX

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 16,043 EQUITY

. . . . . .

DECREE

This matter coming on for hearing, testimony taken in open Court, counsel heard, proceedings read and considered.

It was found by this Court that the Defendants owe to the Plaintiff the sum of $8,052.59, as of December 1, 1963, under the Land Installment Sales Contract of the parties, dated November 23, 1959, filed as Plaintiff's Exhibit No. 1 in these proceedings, said balance due includes no credit for the six checks from a certain E. L. Gilbert to the Plaintiff herein in the amount of $655.20, which checks Plaintiff has not cashed.

THEREFORE, IT IS, on this 6th day of August, 1964, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the Plaintiff shall convey to the Defendants, by a good and merchantable title and deed, the property mentioned and which is the subject matter of these proceedings, upon the payment to the Plaintiff by the Defendant of the aforesaid sum of $8,042.59, less all credits for payments made under said Land Installment Sales Contract either direct to the Defendant or to the Capital Savings and Loan Association subsequent to the aforesaid date of December 1, 1963.

(2) That the manner of conveyance of said property shall be that within fifteen days from the date of this Decree the Plaintiff shall execute to the Defendants a good and merchantable title and deed to the aforesaid property, which deed shall be placed in the hands of the Plaintiff's attorney, to be held by said attorney in escrow for a period of not more than seventy-five days from the date of the receipt thereof. That upon notice of the time of settlement and payment

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of the aforesaid balance due under said contract, the attorney for the Plaintiff shall deliver said deed executed by the Plaintiff to the Defendants or to the attorney or settlement officer of the Plaintiff's upon receipt of the sum of money computed to be due to the Plaintiff as hereinabove set forth.

(3) The Court expressly retains jurisdiction of this matter for the purpose of passing such other and further Orders or Decrees as may be necessary to give full force and effect to the intention of this Decree.

(4) That the Plaintiff pay the cost of these proceedings.

Judge

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DOLLY MAE STONE LIBER 166 PAGE 573
Rt. 2 - Box 356
Crownsville, Maryland *
and
John G. Stone *
Rt. 2 - Box 356
Crownsville, Maryland *

Complainants *

vs. *

STYLECRAFT HOMES INC. *
Serve on Maryland Department of
Assessment and Taxation *
301 W. Preston Street
Baltimore, Maryland 21201 *

Respondent *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

CASE NO. 17066 EQUITY

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

BILL OF COMPLAINT TO HAVE MORTGAGE DECLARED NULL AND VOID

TO THE HONORABLE THE JUDGES OF SAID COURT

Your Complainant DOLLY MAE STONE, by Robert G. Durnal, her solicitor, respectfully represents unto your Honors as follows:

1. That your Complainant is the surviving widow of William Stone and mother of John G. Stone.

2. That the Respondent is a Maryland corporation whose charter has been forfited for failure to pay taxes.

3. That your Complainant is the surviving life tenant in a certain lot of ground with improvements, located in Anne Arundel County, more fully described in a deed recorded among the land records of Anne Arundel County in Liber GTC 1002, Folio 256.

4. That on or about December 16, 1959, your Complainant, her late husband William Stone and son John G. Stone signed a mortgage to the Respondent on the said property for the purpose of financing the construction of a prefabricated house on the aforesaid lot of ground, which mortgage is recorded among the land records of Anne Arundel County in Liber GTC 1371, Folio 503.

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LIBER 166 PAGE 574

5. That said mortgage recites that it is a purchase money mortgage and the consideration recited is the purchase and erection of said prefabricated house.

6. That said prefabricated house was in fact never delivered or erected and there was no other consideration of any kind given for said mortgage.

TO THE END THEREFORE:

a. That said mortgage be declared null and void and of no legal effect.

b. and that your Complainant be awarded such other and further relief as her cause may require.

AND AS IN DUTY BOUND, etc.

Robert G. Durnal

Robert G. Durnal
Solicitor for the Complainant
102 Crain Highway, N.
Glen Burnie, Md. 21061
Phone 766-0700

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LIBER 166 PAGE 575

Dolly Mae Stone

vs.

Stylecraft Homes Inc.

No. 17066 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The respondent, Stylecraft Homes Inc.,

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 28th day of Sept., 19 65, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against said respondent.

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

E. Worthington Ford

Judge

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LIBER 166 PAGE 576

DOLLY MAY STONE,	*	IN
and	*	THE CIRCUIT COURT
JOHN G. STONE,	*	FOR
COMPLAINANTS	*	ANNE ARUNDEL COUNTY
VS.	*	
STYLECRAFT HOMES, INC.	*	
RESPONDENT	*	NO.17,066 EQUITY

* * * *

TESTIMONY ON BEHALF OF COMPLAINANT

September 28, 1965

Present:

Mr. Robert G. Durnal, Solicitor for Plaintiff

Mr. John G. Rouse, Court Examiner and Master

Mrs. Irene Hazel, Court Reporter

Witnesses:

Dolly Mae Stone, pages 2 - 3.

Eugene W. Donovan, pages 4 - 5.

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DOLLY MAE STONE, a witness of lawful age being first duly sworn, deposes and says:

MR. DURNAL:

1 State your name and address.

A Dolly Mae Stone, Box 356, Route 2, Crownsville, Maryland.

2 Are you the widow of William Stone?

A I am.

3 Would you identify this paper?

A This is the death certificate of my late husband.

(DEATH CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EX.1)

4 Were you and your husband owners of the property at Route 2, Box 356, Crownsville, Maryland?

A We was.

5 And did you execute a mortgage on that property?

A Yes.

6 A second mortgage?

A A second mortgage.

7 To whom did you execute the mortgage?

A Stylecraft.

8 Now, I show you a paper here. Would you identify this, please?

A Yes, that is it.

(CERTIFIED COPY OF MORTGAGE FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.2)

9 Now, for what purpose was this mortgage?

A It was for building a house. Stylecraft was going to build

5

a house on the property, but they never built the house and there wasn't anyone received any money, and there wasn't any house built, but they placed the mortgage against me.

10 In other words, you executed this mortgage for the house to be built in the future?

A It was suppose to have been built.

11 And was the house ever built?

A No, there was never any house built or anything.

12 Was the house suppose to be built on your premises at Route 2, Box 356, Crownsville?

A Yes, it was.

MR. DURNAL:

At this time I would like to introduce a certificate that the Charter of Stylecraft Homes, Inc. has been forfeited.

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

(COPY OF NOTICE TO TAKE TESTIMONY FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.4)

(BUILDING PERMIT FILED HEREWITH MARKED EXAMINER'S EX.5)

MR. ROUSE:

13 Mrs. Stone, the building permit which has now been put in evidence as exhibit 5, is that a permit which you retained to put up the house on your property which is now there?

A Yes, sir, that is correct.

(DEED FILED HEREWITH MARKED EXAMINER'S EX. 6)

6

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]

7

EUGENE W. DONOVAN, a witness of lawful age being first duly sworn, deposes and says:

MR. DURNAL:

1 Mr. Donovan, will you state your name?

A Eugene W. Donovan, R.F.D.2, Box 215-B, Edgewater, Maryland.

2 Are you familiar with Mrs. Stone's property?

A Yes, I am.

3 Is there a house on the property now?

A There is one house and two out buildings, two small sheds.

4 Are any of these buildings prefabricated houses?

A No, they are not.

5 Are you in a position to estimate the age of these buildings presently on the property?

A From the appearance of the outbuildings I can't estimate the age, but I would say they're strictly valueless. When I assume title to the property they will be removed immediately.

6 In your opinion, was the house built before or after December, 1959?

A I am not in a position to answer that, I don't know. However, there is no prefabricated house on there. There is a cinder block/stucco finish on the property that has been in existence for sometime. Now, in years I'm not in a position to say, but I know it's been there for sometime.

7 Now, Mr. Donovan, I show you this building permit. Would you tell us whether your inspection indicates that the house on the premises is the house described in this building permit?

A I would say that it is definitely the same house that is described in this permit.

MR. ROUSE:

8 What is the date of that building permit?

A January 17th, 1955.

9 And does that cover the same property?

A Well, I'm going by the five acres which is what my contract calls for, a house and five acres.

Equity No 17066
Stone, et al v. Stylecraft Homes, Inc

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? No.

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

Answer No

Signature [signature]

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 7th day of October, 1965.

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

J.R. $25.00

I.H. $10.00

LIBER 1002 PAGE 256

LIBER 166 PAGE 584

No Stamps Required.

THIS DEED, made this 6th day of January, 1956, by and between Louis M. Strauss, Trustee, party of the first part, hereinafter referred to as "Grantor", and Dolly Mae Stone and William Stone, her husband, parties of the second part, hereinafter referred to as "Grantees".

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, the said Louis M. Strauss, Trustee, does hereby grant and convey to and unto Dolly Mae Stone and William Stone, her husband, their heirs and assigns, in fee simple, the following described property.

All that tract, part of a tract, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, containing five acres, more or less, according to a plat and survey made by J. R. McCrone, Registered Professional Engineer and Land Surveyor, in January, 1947, and recorded among the Land Records of Anne Arundel County, being the same property which was granted and conveyed by deed dated February 28, 1947, from Lena Cox, et al to James Albert Portazskiewicz and therein more fully described; and being the same property which by deed dated March 11, 1947, Marvin Anderson, Trustee, granted the same to James Albert Portazskiewicz and said deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 400, folio 220.

BEING the same property conveyed to Louis M. Strauss, Trustee, by Dolly Mae Stone and William Stone, her husband, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the above described property to and unto Dolly Mae Stone and William Stone, her husband for and during their natural lives, with full and absolute power to mortgage, sell and lease, grant and assign, convey and transfer the entire estate and interest in the realty hereafter described (except by Last Will and Testament) including the life estate and remaindermen hereinafter mentioned, without the consent and joinder of the remaindermen, namely, William Stone, Jr., her son, John Stone, her son, Patricia Stone, her daughter and Gypsy Stone, her daughter, and in event they do not

DEED PREPARED WITHOUT TITLE EXAMINATION
LOUIS M. STRAUSS, ATTY.

12

dispose of said property during their lifetime the property hereby conveyed shall immediately upon their deaths pass in fee simple, unto their four children, William Stone, Jr., John Stone, Patricia Stone and Gypsy Stone, their heirs and assigns, as tenants in common, in fee simple.

Witness the hand and seal of the said Grantor.

Witness:

Mildred F. Bean
Mildred F. Bean

Louis M. Strauss, Trustee (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Trustee, and he acknowledged the foregoing deed to be his act and deed.

Witness my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean - Notary Public

Recorded Feb 20 1956 at 9.50 A.M.
Mailed to Louis M. Strauss

DEED PREPARED WITHOUT TITLE EXAMINATION
LOUIS M. STRAUSS

13

LIBER 166 PAGE 586

MARYLAND STATE DEPARTMENT OF HEALTH

Division of STATISTICAL RESEARCH AND RECORDS, 301 W. PRESTON STREET, BALTIMORE 1, MARYLAND

MEDICAL EXAMINER'S CERTIFICATE OF DEATH

1. PLACE OF DEATH
a. COUNTY: A. A. Co. MARYLAND
b. CITY OR TOWN (if outside corporate limits, write RURAL and give nearest town): Crownsville
c. LENGTH OF STAY IN 1b:
d. NAME OF HOSPITAL OR INSTITUTION (if not in hospital, give street address): O.O.A. Anne Arundel General

2. USUAL RESIDENCE (Where deceased lived, if institution: Residence before admission)
a. STATE: MD
b. COUNTY: A. A. Co
c. CITY OR TOWN (if outside corporate limits, write RURAL and give nearest town): Crownsville
d. STREET ADDRESS: Rt. 356 - Route 2.
e. IS RESIDENCE ON A FARM? YES ☐ NO ☐

3. NAME OF DECEASED (Type or print): First: William Middle: Last: Stone
4. DATE OF DEATH: Month 2 Day 14 Year 1964
5. SEX: M
6. COLOR OR RACE: W
7. MARRIED ☑ NEVER MARRIED ☐ WIDOWED ☐ DIVORCED ☐
8. DATE OF BIRTH: 11.22.83
9. AGE (In years last birthday): 80 yrs. IF UNDER 1 YEAR: Months Days IF UNDER 24 HRS.: Hours Min.
10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): well driller
10b. KIND OF BUSINESS OR INDUSTRY: Own Business
11. BIRTHPLACE (State or foreign country): West Virginia
12. CITIZEN OF WHAT COUNTRY? USA
13. FATHER'S NAME: John Stone
14. MOTHER'S MAIDEN NAME: ~~Unknown~~ Mary Hively
15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown): No (If yes give war or dates of service)
16. SOCIAL SECURITY NO.: 236-22-7463
17. INFORMANT: Mr. John Stone (Son) Address: Washington D.C.

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)
PART I. DEATH WAS CAUSED BY: IMMEDIATE CAUSE (a): Cardiac
INTERVAL BETWEEN ONSET AND DEATH: Seven
DUE TO (b): Examiner's Exhibit No 1 Stone et al v. Stylecraft Home
DUE TO (c): County No 17066 John G. Rome Exa
Conditions, if any, which gave rise to immediate cause (a), stating the underlying cause last.
PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO THE TERMINAL DISEASE CONDITION GIVEN IN PART I(a)
19. WAS AUTOPSY PERFORMED? YES ☐ NO ☒

20a. EXTERNAL CAUSE WAS PRIMARY ☐ or CONTRIBUTING ☐ CAUSE OF DEATH.
20b. DESCRIBE HOW INJURY OCCURRED. (Enter nature of injury in Part I or Part II of item 18.)
20c. TIME OF INJURY: Hour a.m. p.m. Month, Day, Year 19
20d. INJURY OCCURRED: While at work ☐ Not While at work ☐
20e. PLACE OF INJURY (Home, farm, factory, street, office bldg., etc.)
20f. (City or town) (County) (State)

21. I certify that I took charge of the remains described above, held an Autopsy ☐, Inspection ☑, Inquiry ☑, and in my opinion death resulted from: Natural causes ☑, Accident ☐, Suicide ☐, Homicide ☐, Undetermined manner ☐

ACTUAL SIGNATURE: E. Linhardt M.D.
EXAMINER'S NAME (Type): E. Linhardt.
CHIEF MEDICAL EXAMINER ☐
ASSISTANT MEDICAL EXAMINER ☐
DEPUTY MEDICAL EXAMINER ☒
Address (Street, city, town, or county): Annapolis
DATE SIGNED: 2-14-64

22a. BURIAL, CREMATION, REMOVAL (Specify): Burial
22b. DATE THEREOF: Feb. 18, 1964
22c. NAME OF CEMETERY OR CREMATORY: Baldwin Memorial Cemetery
22d. LOCATION (City, town, or county) (State): Millersville, Maryland
23. FUNERAL DIRECTOR: Hopping Funeral Home ADDRESS: Robert J. Beall Annapolis, Md.
24a. REC'D BY REGISTRAR: DATE FEB 18 1964
24b. REGISTRAR'S SIGNATURE: J. Charles Judge

I HEREBY CERTIFY THAT THE ATTACHED IS A TRUE COPY OF A RECORD ON FILE WITH THE DIVISION OF STATISTICAL RESEARCH AND RECORDS
J. Charles Judge CHIEF VITAL RECORDS SECTION
DATE ISSUED FEB 18 1964
VALID ONLY WITH IMPRESSED SEAL
14
SM 1/63

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MORTGAGE BOOK 137 PAGE 503

LIBER 166 PAGE 587

THIS PURCHASE MONEY MORTGAGE, Made this 16th day of December, 19 59, by and between William Stone, and Dolly Mae Stone, his wife and John G. Stone of the Anne Arundel County, in the State of Maryland, Mortgagors, and STYLECRAFT HOMES INC., a Maryland Corporation, Mortgagee

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of $ 8,851.00, being the balance of the purchase price due by the Mortgagors to the Mortgagee for a pre-fabricated house this day sold by the Mortgagee to the Mortgagors to be erected on the hereinafter described lot of ground, which sum the said Mortgagors covenant and agree to pay to the Mortgagee, together with interest at the rate of 6% per annum and 1% annual service charge, in 83 consecutive, monthly installments of $ 109.83 each, the first of which shall be due 60 days from the date hereof and the balance of $ 4,535.33 shall be due and payable 84 months after the payment of the first installment due hereunder.

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 Stylecraft Homes Inc., their successors and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and being the same lot of ground fully described in a Deed dated January 6, 1956, and recorded among the Land Records of Anne Arundel County in Liber GTC 1002, folio 256, wherein the aforesaid lot of ground was granted and conveyed by Louis M. Strauss unto the within Mortgagors. Reference to said Deed is hereby made for a full and more particular description of the said lot of ground hereby mortgaged, the same as if said description had been fully incorporated herein.

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

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid unto the said Stylecraft Homes, Inc., its successors and assigns, forever, in fee simple.

PROVIDED, that if the said Mortgagors, their personal representatives, heirs or assigns, shall well and truly pay or cause to be paid the aforesaid sum due hereunder and all installments of interest and service charges when and as the same shall be due and payable as aforesaid and shall perform each and all of the covenants herein on their part to be performed, then this mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, in accordance with Article 66, Annotated Code of Maryland, 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, their successors or assigns, or Samuel J. Friedman, their attorney, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale of said property, 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, it is agreed that until default to be made in the premises, the said Mortgagors, their personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable. The Mortgagors shall pay in the meantime all taxes, assessments, public dues and levied or assessed, or to be levied or assessed, on said hereby mortgaged property, and on the mortgage debt, hereby secured; which the Mortgagors covenant to pay when legally payable.

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LIBER 166 PAGE 588

AND the said Mortgagors further covenant to insure and pending the existence of this mortgage to keep insured, the improvements on the property hereby mortgaged to the amount of $ 8,851.00 and to cause the policy effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

William Stone (SEAL)
William Stone

H. Burns (SEAL)
(H. BURNS)

Dolly Mae Stone (SEAL)
Dolly Mae Stone

John G. Stone (SEAL)
John G. Stone

STATE OF MARYLAND, County of Baltimore

I hereby certify that on this 16th day of December, 19 59 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore personally appeared William Stone & Dolly Mae, his wife & John G. Stone the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act.

As witness my hand and notarial seal.

Mary Ann Hicks
Notary Public Mary Ann Hicks

MARY ANN HICKS NOTARY PUBLIC

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LIBER 166 PAGE 589

BOOK 1371 PAGE 505

STATE OF Pennsylvania County of Philadelphia

I hereby certify that on this 17th day of December, 1959 before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Marty Burke Vice-President of Stylecraft Homes Inc., a corporation, who 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.

Notary Public, Philadelphia, Pennsylvania Co.
My Commission Expires March 28, 1960

Elvin Miller
~~Elvin Miller~~

For Value received, we hereby assign the within Mortgage to Terminal Warehouse Co., its successors and assigns.

As witness the hand of _____ of Stylecraft Homes Inc., and its corporate seal affixed hereto this _____ day of _____, 19 .

WITNESS:

STYLECRAFT HOMES INC.

_____

By _____
Vice-President

Rec'd for record Feb. 23 1960 at 9:22 A.M.
Mailed to Stylecraft Homes, Inc.

STATE OF MARYLAND. ANNE ARUNDEL COUNTY. SCT.

I HEREBY CERTIFY, that the aforegoing .....MORTGAGE..... is truly taken and copied from Liber G.T.C. No. 1371 folio 503 one of the..... 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 17th day of SEPTEMBER A. D., 196 5

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

17

STATE OF MARYLAND
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
301 West Preston Street
Baltimore 1, Maryland

LIBER 166 PAGE 590
No 3338

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

I, Charles A. Bartgis, Chief Clerk of the State Department of Assessments and Taxation of the State of Maryland, do hereby certify that said Department, by the Laws of said State, is the custodian of the records of this State, relating to the forfeiture or suspension of corporated charters, or the right of corporations to transact business in this State; and I am the proper officer to execute this certificate.

I FURTHER CERTIFY that the Charter of STYLECRAFT HOMES INC. was forfeited by Proclamation of the Governor as of November 27, 1963 for failure to file reports and/or pay its taxes.

Examiner's Exhibit No. 3
Stm. et al. v. Stylecraft Homes, Inc.
Equity No. 47066
Jos. S. Kaufman L. Clerk

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore this 17th day of September 1965.

SEAL

Charles A. Bartgis, Chief Clerk

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7-64 — 1000

18

PHONE: 766-0700

ROBERT G. DURNAL
ATTORNEY AT LAW
102 CRAIN HIGHWAY, NORTH
GLEN BURNIE, MD. 21061

LIBER 166 PAGE 591

September 16, 1965

Samuel J. Friedman, Esquire
318 Aurora Federal Building
Baltimore, Maryland 21201

Re: Stone V. Stylecraft
Case No. 17066 Equity

Dear Mr. Friedman:

The hearing on the above entitled case is set for September 28, at 9:30 A.M. in the Grand Jury room of the court house in Annapolis.

Since you were formerly resident agent for Stylecraft Homes Inc., you are the only person available for notice.

Yours truly,

Robert G. Durnal

RGD:jn

Examiner's Exhibit No. 4
Stone et al v. Stylecraft Homes Inc.
Equity No. 17066
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FEE $ 12.50 Paid
JAN 17 '54
Permit Clerk

CERTIFICATE OF OCCUPANCY FROM BUILDING INSPECTOR IS REQUIRED BEFORE THIS BUILDING MAY BE OCCUPIED.

LIBER 166 PAGE 592

January 17, 19 55
(Date of Application)

Permit No. 00489

PERMIT TO BUILD IN ANNE ARUNDEL COUNTY

(Please answer all questions)

From: William Stone
(Print name of person applying for permit)
Crownsville, Maryland
(Address)

District No. 2

Zoned (check one)
Heavy Commercial ☐
Light Commercial ☐
Residential Use ☐
Farm Use ☐

To: County Commissioners for Anne Arundel County
Court House, Annapolis, Md.

Gentlemen:

I hereby make application for a Building Permit to build at the following location (Give name of town or development, street or road). Old Herold Harbor Road near Sunrise Beach Road

Lot No. _____ Sec. of Blk. _____ or Farm of 5 Acres

Building to be used as Dwelling Dimensions 26 x32

No. of Stories One Kind of Material Cinder Block

Cellar (Give Dimensions) Full Type of Heat Cir Heater(Oil)

Improvements to be installed: Check those applicable Electric ☒ Plumbing ☒ Bath ☒ Fire Place ☐

Others _____

Contract Price $6,000.00 Name of Contractor Richard Moreland

Cost not included in contract _____ Total cost of material and labor if not being built under contract _____.

Folio No.

Examiner, Exhibit No 5
Stone, et al v. Stylecraft Homes, Inc.
Equity No 17066
John J Rowe L.
Exam

Name of person holding legal title to land: (Give names as shown on deed or current tax bill):

William & Dolly Stone
(Print name of owner)
Crownsville, Maryland
(Address)

Mrs Dolly Stone
(Signature of owner)

(Signature of witness)

On reverse side of application show by sketch exact location of proposed building on lot.

Building or structures costing $100-$500, fee $1.00; $500-$1,000, fee $2.00; $1,000-$1,500, fee $3.00; $1,500-$3,000, fee $5.00; $3,000-$5,000, fee $7.50; $5,000-$10,000, fee $12.50; $10,000-$25,000, fee $20.00; $25,000-$50,000, fee $25.00; $50,000 and over, fee $50.00. See Act of 1937, Chapter 425, Sec. 175C. Any owner, agent, builder or contractor who shall erect any building or structure of any kind in Anne Arundel County outside of the City of Annapolis where the cost exceeds One Hundred Dollars ($100.00), without first having obtained a building permit and does not comply with building regulations as prescribed by the Building Code of Anne Arundel County, shall be guilty of a misdemeanor. See Acts of 1937; Chapter 425, Sec. 176.

Fee based on full cost: $ 12.50 (Must accompany this application.)

This is to Certify that Permit to Build is granted this date

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JAN 25 1955
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20 Wanda N. Hile
(Clerk to Board)

ZONING REQUIREMENTS ON OTHER SIDE

County Commissioners of Anne Arundel County

ZONING REQUIREMENTS ON OTHER SIDE

18-RT-4

LIBER 166 PAGE 593

Value
Foundation
Cellar Size
Siding
Roof
Interior
Plumbing
Heat
Dormers
Fire Place
Oil Burner
What Public Conv.

Type Bldg.

PLANNING AND ZONING COMMISSION

OFF STREET PARKING
SPACES REQUIRED 1
(minimum 200 sq. ft. each)

MAXIMUM HEIGHTS PERMITTED 2½ stories and/or
35 feet

MINIMUM YARD REQUIREMENTS

Main Structures or Dwelling
Front 40 Side 20
Rear 35 Side Street

Accessory Buildings
Rear
Side
Side Street

Note - Where existing structures within 100 feet on each side of a lot are set farther back or forward of the required front yard for this structure, the applicant should check with the zoning staff to determine the required setback.

2-DA

2

January 17, 1955
(Date of Application)

LIBER 166 PAGE 594 Permit No. 00480

PERMIT TO CONSTRUCT OR ALTER WATER SUPPLY SYSTEM AND/OR SEWAGE DISPOSAL

From: William Stone
(Name & address of Applicant)
Crownsville, Maryland
(Location of Property)

To: County Commissioners for Anne Arundel County
Court House, Annapolis, Maryland

Gentlemen:

I hereby make application for a permit for Well & Sewage Disposal

On 5 Acres Old Herold Harbor Road & ~~Sunrise Beach Roads~~
(Location)

Name of person holding legal title to land

William & Dolly Stone

Same

Mrs Dolly Stone
(Signature of Owner)

This is to certify that Permit is granted this date JAN 25 1955

Sarah N. Dale County Commissioners of Anne Arundel Co.
(Clerk to Board)

21

LIBER 166 PAGE 595

STATEMENT OF I' 'RMATION TO CONSTRUCT OR ALTER ' ER SUPPLY SYSTEM AND?OR SEWAGE DISPOSAL SYSTEm

The following information is furnished in connection with an application for a permit to construct or alter a water supply system and/or sewage disposal system:

1. Name of owner William Stone phone _____

2. Name of Plumber _____

3. Detailed location of property 5 acres Old Herald Harbor Rd. & Sunrise Beach Rd. Foundation dug. Can be seen from road. Only house going up on road.

4. Type of building dwelling

5. Number of bedrooms 3 Baths 1 Carbage Grinder ____ City water ____

Other _____.

6. Planning to construct well ____ Sewage Disposal System ____ Both x

Soil percolation tests to determine the ability of the soil to absorb settled sewage will be made with the assistance of a representative of the Health Department. I shall advise the Health Department when a hole 1 foot square by 2 feet deep has been dug and approximately 5 gallons of water, in a container, left beside the test hole.

I agree to construct and locate my water supply and sewage disposal system so as to meet the standards, rules and regulations of the Maryland State Board of Health and the Anne Arundel County Department of Health. The systems will not be covered until a Certificate of Compliance is issued by the sanitary inspector.

I understand that the Health Department is not responsible for the failure of the water supply system or the sewage system to operate properly at any time.

x Dolly mae Stone
Signature of Owner

January 17, 1955
Date

Crownsville, Md. P. O.
Address

. . . . . .

CERTIFICATE OF APPROVAL FOR BUILDING PERMIT

The plans for the water supply and/or sewage disposal system to serve the above named property has been reviewed and all necessary tests have been performed. The plans have been found to be in conformity with the rules, regulations and standards of the Maryland State Board of Health and the Anne Arundel County Department of Health.

This application is approved with the understanding that whenever required by the Anne Arundel County Department of Health, additional or more adequate works for the collection, disposal or treatment of sewage, including other liquid wastes, shall be installed and put into operation.

Percolation test 1 inch in 5 min. Recommend minimum of 100 ft. tile in 1½ ft. wide trenches. Septic tank size 500 gallons.

Stephen L Lee - 1-18-55
Sanitary Inspector

Health Officer

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LIBER 166 PAGE 596

DOLLY MAY STONE and JOHN G. STONE,	*	IN
COMPLAINANTS	*	THE CIRCUIT COURT
VS.	*	FOR
STYLECRAFT HOMES, INC.	*	ANNE ARUNDEL COUNTY
RESPONDENT	*	
	*	NO. 17,066 EQUITY
	*	

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

REPORT OF MASTER AND EXAMINER

3/11/65 Bill of Complaint filed to have mortgage declared null and void. The Bill was filed by Dolly Mae Stone and her son, John G. Stone, against Stylecraft Homes, Inc. The Bill recites that the Complainant, Dolly Mae Stone is the surviving widow of William Stone, and that she is the surviving life tenant in property located in Anne Arundel County, and that on or about 12/16/59 the Complainant and her late husband and their son, the Complainant, John G. Stone, executed a mortgage to the Respondent on said property for the purpose of financing the construction of a prefabricated house thereon. The Bill also alleges that the Respondent's Corporate Charter was forfeited for failure to pay taxes, and further that the consideration for said mortgage was the purchase and construction of said prefabricated house but no such house was in fact ever delivered or constructed on the property, and there was no other consideration of any kind given for the mortgage. The Bill prays that the mortgage be declared null and void and have no legal effect.

Service was obtained on the Corporate Defendant by service upon the Director of the State Department of Assessments and Taxation. No appearance having been entered or answer having been filed on behalf of the Respondent, the Complainants, on 9/28/65, obtained a Decree Pro Confesso. On that same day, testimony was taken before the undersigned.

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

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Substance of Testimony:

The death of the Complainant's (Dolly Mae Stone) husband on 2/14/64 was proven. (See Exhibit #1) Record title to the property was in the Complainant, Dolly Mae Stone and her husband, William, as life tenants with full power to sell, mortgage, convey, etc. without the joinder of the remaindermen who were the Stones' four named children, one of whom is the Complainant, John Stone. For reasons undisclosed, John joined his parents in executing the mortgage. None of the other children joined, however. (See Exhibit #6).

The mortgage from the Complainants and the Complainant's (Dolly Mae Stone) late husband on property in Anne Arundel County was proven. (See Exhibit #2). It was further proven that the Charter of the Respondent was forfeited by proclamation of the Governor as of 11/27/63 for failure to file reports and/or pay its taxes. The testimony of the Complainant, Dolly Mae Stone was to the effect that the mortgage to the Respondent was a second mortgage given for the purpose of having the Respondent construct a house on the property in question, but that no such house was ever constructed. The testimony further revealed through the Complainant and corroborating witness that there is a house on the property now, but it is not a prefabricated house. It was built prior to the execution of said mortgage in accordance with an application for a building permit and approval thereof dated 1/18/55. (See Exhibit #5)

The proof seems clearly to substantiate the allegations of the Bill of Complaint, namely, that said mortgage was given to secure the cost of the construction of a prefabricated house by the Respondent, and that no such house was in fact ever constructed. The Respondent's Corporate Charter has been forfeited for non payment of taxes (See Article 81, Section 204) and it appears clear that there is a complete failure of consideration. The attorney for the Complainants, in addition to obtaining service upon the Respondent by service on the Director of the State Department of Assessments and Taxation, also sent a letter to an attorney who was the former resident agent for the Respondent. (See Exhibit #4).

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

The proceedings are properly brought in Anne Arundel County (See Article 23, Section 95). Although there may be some question concerning the method of service, it is believed that there is a substantial compliance with the requirement of the Code and the Maryland Rules. Under Section 86, Article 23, it seems doubtful that the resident agent of a corporation whose charter was forfeited could lawfully accept service and in this case, no attempt was made to serve him although he was notified by letter of the taking of testimony. (See Exhibit #4) The Department of Assessments and Taxation under the circumstances here presented would seem to be at least impliedly authorized to accept such service. (See Maryland Rule No. 106).

Case ready for decree October 21, 1965.

Attached form of decree recommended.

John G. Rouse, Jr.
Examiner and Master

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

LIBER 166 PAGE 599

DOLLY MAE STONE	*	IN THE
And		
JOHN G. STONE	*	CIRCUIT COURT
Complainants	*	FOR
Vs.	*	ANNE ARUNDEL COUNTY
STYLECRAFT HOMES, INC.	*	CASE NO. 17066 EQUITY
Respondent	*	

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

PETITION OF COMPLAINANT TO ADD SURVIVING DIRECTORS OF STYLECRAFT HOMES, INC. AS PARTIES RESPONDENT AND ORDER THEREON

FILED
1966 JAN 20 AM 11:17

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of DOLLY MAE STONE, Complainant, by Robert G. Durnal, her attorney, represents unto your Honors as follows:

1. That Stylecraft Homes, Inc., the Respondent a Maryland corporation, has had its charter forfeited as reference to the excerpts filed with testimony in this case will show.

2. That the surviving directors of Stylecraft Homes, Inc. are Marty Burke, Ruth Burke, and Samuel Aronson.

TO THE END THEREFORE:

That the surviving directors of Stylecraft Homes, Inc., Marty Burke, Ruth Burke, and Samuel Aronson be joined as parties respondent in this case and their answer be accepted.

Robert G. Durnal
Attorney for Complainants
102 Crain Highway, North
Glen Burnie, Maryland 21061
Telephone: 766-0700

FILED
1966 JAN 24 AM 10:41

ORDER

Upon the aforegoing Petition it is this 21ST day of January, 1966, by the Circuit Court of Anne Arundel County in Equity ordered that the surviving directors of Stylecraft Homes, Marty Burke, Ruth Burke, and Samuel Aronson be added as parties respondent in this case and their answer filed among the pleadings in this case.

E. Mackall Childs
Judge

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I HEREBY CERTIFY that on this 19 day of January , 1966, I mailed a copy of the aforegoing Petition and Order to Samuel J. Friedman, Esquire, 318 Aurora Federal Building, Baltimore, Maryland 21201, Solicitor for Surviving Directors.

Robert G. Durnal

Robert G. Durnal

LIBER 166 PAGE 601

DOLLY MAE STONE And JOHN G. STONE	*	IN THE
	*	CIRCUIT COURT
Complainants	*	FOR
Vs.	*	ANNE ARUNDEL COUNTY
STYLECRAFT HOMES, INC.	*	CASE NO. 17066 EQUITY
Respondent	*	

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

ANSWER TO BILL OF COMPLAINT TO HAVE MORTGAGE DECLARED NULL AND VOID

TO THE HONORABLE THE JUDGES OF SAID COURT

Your Respondent, MARTY BURKE, RUTH BURKE, and SAMUEL ARONSON, representatives of the surviving directors, by Samuel Friedman, their attorney in Answer to the Bill of Complaint represents unto your Honors as follows:

1. That they admit the allegations of the Bill of Complaint.

2. That they for themselves and the remainder of the surviving directors assent to the filing of testimony previously taken in this case nunc pro tunc and assent to the passage of a decree declaring said mortgage null and void.

Sworn to and subscribed before me this 6th day of January, 1966.

Helen C. Ryan NOTARY PUBLIC

Notary Public, Cheltenham Twp., Montg. Co.
My Commission Expires February 20, 1967

Samuel J. Friedman
Solicitor for Surviving Directors
318 Aurora Federal Building
Charles & Saratoga Streets
Baltimore, Maryland 21201
Telephone: Le-9-6156

Marty Burke
Marty Burke, Surviving Director

Ruth Burke
Ruth Burke, Surviving Director

Samuel Aronson
Samuel Aronson, Surviving Director

I HEREBY CERTIFY that on this 8th day of ~~November, 1965~~ JANUARY, 1966, I mailed a copy of the aforegoing Answer to Robert G. Durnal, Esq., 102 Crain Hwy., N. Glen Burnie, Maryland 21061, Solicitor for Complainants.

Samuel J. Friedman

FILED
1966 JAN 24 PM 12:04

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DOLLY MAE STONE and	LIBER 166 PAGE 602	IN
JOHN G. STONE,	*	THE CIRCUIT COURT
COMPLAINANTS	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
STYLECRAFT HOMES, INC.	*	
RESPONDENT	*	NO. 17,066 EQUITY

* *

D E C R E E

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

WHEREUPON, it is this 24 day of ~~October~~ JANUARY, 1966, by the Circuit Court for Anne Arundel County, sitting in Equity, and by the authority of this Court, ADJUDGED, ORDERED and DECREED that the mortgage dated 12/16/59 from William Stone, Dolly Mae Stone and John G. Stone to Stylecraft Homes, Inc, a Maryland Corporation, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1371, folio 503, be, and the same is hereby declared to be null and void, and of no legal effect.

AND, it is further ORDERED that the Complainants pay the costs of these proceedings.

E. Mackall Gaither
Judge

ROUSE, MORTON
AND BEARDMORE
ANNAPOLIS, MARYLAND
ATTORNEYS AT LAW

FILED
1966 JAN 25 AM 9:39

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